



Securities Note for Warrants dated 27 September 2022

under its Programme for the Issuance of Certificates, Warrants and Notes

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#### Information about this document

This document constitutes a securities note in accordance with Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC ("Prospectus Regulation"), which, as supplemented, together with the Registration Document dated 4 May 2022, as supplemented ("Registration Document"), constitutes part of a Base Prospectus ("Base Prospectus" or "Prospectus") in accordance with Article 6(3) in conjunction with Article 8(6) of the Prospectus Regulation. This Securities Note dated 27 September 2022 ("Securities Note"), the Registration Document, any supplements to the Base Prospectus or the Registration Document and all documents from which information is incorporated into this Securities Note by reference are published, in accordance with Article 21(2)(a) of the Prospectus Regulation, in electronic form on the Issuer's website ([www.xmarkets.db.com](http://www.xmarkets.db.com)) and can be accessed there.

The Base Prospectus, comprising the Securities Note and the Registration Document, was approved on 28 September 2022 by BaFin and is valid until 28 September 2023. If in relation to the information set out in this Securities Note, significant new factors occur or material mistakes or material inaccuracies are determined, the Issuer will publish a supplement to the Base Prospectus without delay during this period, in accordance with Article 23(1) and (2) of the Prospectus Regulation. **The obligation to publish a supplement in the event of significant new factors, material mistakes or material inaccuracies ceases to exist if the Base Prospectus, comprising this Securities Note and the Registration Document, is no longer valid.**

#### Information about the Programme

This Securities Note is one of several prospectuses and other offering documents under which the Issuer (as defined below) is permitted to offer structured securities ("**Securities**") as part of the Programme for the issuance of certificates, warrants and notes (the "**Offering Programme**" or the "**Programme**"). Securities may be publicly offered under this Securities Note by way of:

- New issuances (i.e. issue of new Securities) and
- Further issuances (e.g. increasing the Issue Volume of already issued Securities).

At the same time, an application may be made with this Securities Note to admit the Securities to trading on a regulated market or organised market or to include them for trading on a non-regulated market.

#### Information on the Issuer

Securities under this Securities Note are issued by Deutsche Bank Aktiengesellschaft, acting either through its head office in Frankfurt am Main or through any of its foreign branch offices in London, Milan, Portugal, Spain or Zurich ("**Issuer**" or "**Deutsche Bank**"). The issuance of Securities is carried out by the Issuer as part of its general banking business (as set out in Article 2(1) of the Articles of Association of the Issuer). The Registration Document contains more detailed information on the Issuer's organisation, business activities, financial situation, earnings and prospects, management and ownership structure.

#### Information on the Securities

This Securities Note contains information on Securities in the warrant product category and a variety of product structures with different terms within this product category. The Securities may relate to shares or equity securities, indices, other securities, commodities, rates of exchange, futures contracts, fund shares or interest rates as well as a basket consisting of shares or equity securities, indices, other securities, commodities, rates of exchange, futures contracts, fund shares or interest rates ("**Underlying**" or "**Reference Item**"). The Securities may be unsecured or may be secured by a segregated pool of collateral assets. Such issuance is carried out by the Issuer as part of its general banking business (set out in article 2(1) of the Articles of Association of the Issuer).

**Securities other than Securities that are secured by a segregated pool of collateral assets constitute unsecured and unsubordinated preferred liabilities or unsecured and unsubordinated non-preferred liabilities (within the meaning of §46f (5) - (7) of the German Banking Act (*Kreditwesengesetz* - KWG)) of the Issuer ranking *pari passu* among themselves. Securities that are secured by a segregated pool of collateral assets constitute unsubordinated preferred liabilities of the Issuer ranking *pari passu* among themselves.**

## General information for users

Investors should carefully read this Securities Note before investing in the Securities and should understand that this Securities Note by itself does not contain all information relating to the Securities, but provides the information deemed necessary for enabling investors to make an informed investment decision. Note in particular that this Securities Note should be read in conjunction with further information.

This information may be contained in other documents, such as:

- in any **supplements** to the Base Prospectus consisting of this Securities Note and the Registration Document,
- in the **Registration Document**, which comprises issuer-specific information as well as in any supplements thereto,
- in **additional documents** (such as Issuer financial reports) whose information shall be incorporated in the Base Prospectus by reference,
- in the separate **Final Terms** (and, where applicable, in the issue-specific summary) that complete this Securities Note as regards the final design of a Security. The Securities Note only contains the design options for the Securities, which are ultimately specified in the Final Terms. The Final Terms are not yet available at the time the Securities Note is published but will only be available at the time of a specific issuance.

**Full information on the Securities and the Issuer is only available on the basis of the combination of this Securities Note and the aforementioned documents.**

A table of contents that lists each chapter of this Securities Note and sections in the respective chapter with the corresponding page reference is included at the beginning of this Securities Note. Moreover, the product structures that can be issued under this Securities Note are separately listed and numbered in the table of contents for ease of reference. Each chapter begins with a brief description of the information that the chapter contains. More comprehensive chapters also include, where necessary, an additional table of contents of the specific topics dealt with in the chapter.

## Information on the Terms and Conditions

The rights and obligations in respect of the individual Securities arise from the so-called Terms and Conditions. These comprise (i) the **General Conditions of the Securities** and (ii) the **Specific Terms of the Securities**. The General Conditions of the Securities contain rules of a general nature that apply equally to all Securities and that are listed in chapter 6 "General Conditions of the Securities" of the Securities Note. The Specific Terms of the Securities are drawn up separately for each specific issuance of Securities and are included in the relevant Final Terms.

These Final Terms set out the offering terms (i.e. new issuance or further issuance) and contain the issue-specific details that can be specified within the scope of the Securities Note's design options. The Final Terms contain, for example, information on the subscription period, the offering period, the Issue Date, the maturity, the Settlement Date, the Underlying to which the Securities refer, the Cash Amount, and any potential early redemption or termination options.

If necessary, an issue-specific summary in the form of an annex is attached to the Final Terms. This summarises the most important information on the Issuer, the Securities, the risks in relation to the Issuer and the Securities, as well as any other information in relation to the offering of the Securities.

## Information for investors interested in a specific product type

Investors that consult the Securities Note for information about investments in a certain Securities product type and that wish to obtain information for this purpose on the possible design of the Terms and Conditions (which set out Issuer and investor rights and obligations under the Securities) and the economic terms should read in particular the following chapters of this Securities Note:

- **Chapter 6** with the **General Conditions of the Securities**;
- **Chapter 7** with the **Specific Terms of the Securities**; this chapter contains the terms that specifically apply to the product type in question under the heading "Specific definitions applicable to the Securities".
- **Chapter 8** with **How the Securities work**; this chapter contains separate information for each of the product types covered by the Securities Note on how the Securities of the relevant product type work in economic terms.

In any case, however, the information contained in the Final Terms prepared for the Securities offering should be considered before any decision on investment in specific Securities is made.

Investors interested in specific Securities up-front should read the respective Final Terms directly together with the information contained in this Securities Note.

## Features of derivative financial instruments

Securities linked to an Underlying are not simple but derivative financial instruments normally based on formulas. Potential investors should therefore be fully aware of the characteristics of such Securities before investing in such Securities and should be sure that they understand the relevant formulas and their effects. The information contained in this Securities Note does not constitute investment advice and should not be misconstrued as such.

Investors are expressly advised that an investment in the Securities entails financial risk. Prospective purchasers of the Securities should thus fully understand the type of Securities and the risks involved with an investment in the Securities. Prospective purchasers of the Securities should refer in particular to the "Risk Factors" section of this Securities Note.

### **Knowledge and experience**

Potential investors should have the requisite knowledge of and experience in derivative financial instruments as well as the Underlying or Reference Item in order to adequately assess an investment in the Securities.

### **Assessment of personal situation prior to an investment decision**

Potential investors should base their investment decision on careful consideration of all factors relevant to the Securities in question, as well as of their personal situation. In so doing, they should take account of their total investment portfolio and any investments they already have in different asset classes as well as examining – where applicable, together with their legal, tax, financial and other advisors – at least the following aspects in detail:

- the suitability of an investment with respect to their own financial, tax and other situation,
- the information stated in the Final Terms and the Securities Note; and
- the Underlying.

### **Regulatory restrictions on the offering or the sale of the Securities**

The Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or any state securities laws in the United States and trading in the Securities has not been approved by the United States Commodity Futures Trading Commission (the "**CFTC**") under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"). Any offer or sale of the Securities must be made in a transaction exempt from the registration requirements of the Securities Act pursuant to Regulation S thereunder ("**Regulation S**"). The Securities may not be offered, sold or otherwise transferred in the United States or to persons who are (i) US Persons as defined in Regulation S, (ii) persons who do not come within the definition of a "**Non-US Person**" under Rule 4.7 of the Commodity Exchange Act, (iii) US Persons 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 (iv) any other US Person as such term may be defined in regulations or guidance adopted under the Commodity Exchange Act.

If the Final Terms in respect of any Securities include a legend entitled "Prohibition of Sales to Retail Investors in the European Economic Area", the Securities are not intended to be offered, sold or otherwise made available to and, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (IMD), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor in accordance with the Prospectus Regulation. If the relevant Final Terms include the above-mentioned legend, no key information document required by Regulation (EU) No. 1286/2014 (the "**PRIPs Regulation**") for offering or selling those Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling those Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

An investment in the Securities does not constitute a participation in a collective investment scheme for Swiss law purposes. Therefore, the Securities are not supervised or approved by the Swiss Financial Market Supervisory Authority FINMA ("**FINMA**") and investors may not benefit from the specific investor protection provided under the Swiss Federal Act on Collective Investment Schemes.

For a more detailed description of certain restrictions on the sale and transfer of the Securities, please refer to chapter 10.2 "General Selling and Transfer Restrictions" of this Securities Note.

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## 1. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

### 1. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

This chapter contains a general description of the Offering Programme and its essential characteristics. In addition to general information on the Offering Programme, it provides information on the Issuer, the products issued under the Programme and the distribution, admission to trading and listing of the Securities.

#### 1.1 Offering Programme

This Securities Note is one of several offering documents (including prospectuses) under which the Issuer (as defined below) is permitted to offer structured securities ("**Securities**") as part of the Programme for the issuance of certificates, warrants and notes (the "**Offering Programme**" or the "**Programme**"). Securities may be publicly offered under this Securities Note by way of:

- New issuances (i.e. issue of new Securities) and
- Further issuances (e.g. increasing the Issue Volume of already issued Securities).

At the same time, an application may be made with this Securities Note to admit the Securities to trading on a regulated market or organised market or to include them for trading on a non-regulated market.

The Programme and the issue of Securities thereunder have been duly authorised by the competent representatives of Deutsche Bank. The Programme is considered to be in the ordinary course of Deutsche Bank's business and therefore does not require authorisation by board resolutions.

Deutsche Bank has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of its obligations under the Securities.

#### 1.2 Issuer

Securities under this Securities Note are issued by Deutsche Bank Aktiengesellschaft, acting either through its head office in Frankfurt am Main or through any of its foreign 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**") ("**Issuer**" or "**Deutsche Bank**"). The issuance of Securities is carried out by the Issuer as part of its general banking business (as set out in Article 2(1) of the Articles of Association of the Issuer). The Registration Document contains more detailed information on the Issuer's organisation, business activities, financial situation, earnings and prospects, management and ownership structure. Investors can find more detailed information on the Issuer and Issuer-related risk factors in the Registration Document.

#### 1.3 Products to be issued under the Programme

##### *Form of Securities*

Depending on the law to which the Securities are subject in each case, they are either represented by a Global Security or issued in dematerialised or uncertificated book-entry form.

In the case of a Global Security governed by German law, such Global Security will be in bearer form.

No definitive Securities will be issued.

If the Securities are issued under German law, they will be bearer bonds within the meaning of §§ 793 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") and will either

## 1. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

be represented by a Global Security or be issued as an electronic security in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**").

The Issuer can issue an electronic security by having it registered in an electronic securities register instead of issuing a Global Security.

Pursuant to § 4(1) no. 1 in conjunction with § 12 eWpG, an electronic securities register is a central register ("**Central Register**"). An electronic security that has been entered into a Central Register is a central register security within the meaning of § 4(2) eWpG ("**Central Register Security**").

A Central Register Security is issued by entering it into a Central Register kept by the Central Register Securities registrar ("**Central Register Securities Registrar**"). Prior to registration, the terms and conditions of the security are deposited as a permanent electronic document with the Central Register Securities Registrar. The Central Register Securities Registrar is a central securities depository. Pursuant to § 3(1) eWpG, the central securities depository as holder of the electronic security is entered into the Central Register (collective registration pursuant to § 8(1) no. 1 eWpG) and administers the collective registration on a fiduciary basis as described in § 9(2) eWpG for the person who is the Beneficiary within the meaning of § 3(2) eWpG without being such a beneficiary itself. The Beneficiary within the meaning of § 3(2) eWpG is the person who holds the right derived from the Central Register Security ("**Beneficiary within the meaning of § 3(2) eWpG**"). The Beneficiaries within the meaning of § 3(2) eWpG are not entitled to request individual registration in the Central Register.

The Issuer reserves the right to change the form of the Securities during the term (and replace a security represented by a Global Security with a Central Register Security and vice versa). The changed form of securitisation, including the resulting necessary changes to the Specific Terms of the Securities, shall be published as set out in §16 of the General Conditions of the Securities.

If the Securities are issued as Central Register Securities and the Securities Note refers to the Securityholder or the Holder of Securities, this actually means the Beneficiary within the meaning of § 3(2) eWpG.

### **Status of the Securities**

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as preferred, such Securities other than Securities that are secured by a segregated pool of collateral assets 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, subject, however, 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.

In accordance with § 46f(5) of the German Banking Act (Kreditwesengesetz, "**KWG**"), the obligations under such Securities rank in priority of those under debt instruments of the Issuer within the meaning of § 46f(6) sentence 1 KWG (also in conjunction with § 46f(9) KWG) or any successor provision, including eligible liabilities within the meaning of Articles 72a and 72b(2) CRR.

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as non-preferred, such Securities constitute unsecured and unsubordinated non-preferred liabilities of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated non-preferred liabilities of the Issuer. This is subject to statutory priorities conferred to certain unsecured and unsubordinated non-preferred liabilities in the event of Resolution Measures imposed on the Issuer or in the event of the dissolution,

## 1. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

liquidation, Insolvency, composition or other proceedings for the avoidance of Insolvency of, or against, the Issuer.

In accordance with § 46f(5) KWG, in the event of resolution measures being 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, the obligations under such Securities shall rank behind the claims of unsubordinated creditors of the Issuer not qualifying as obligations within the meaning of § 46f(6) sentence 1 KWG (also in conjunction with § 46f(9) KWG) or any successor provision; this includes eligible liabilities within the meaning of Article 72b(2) CRR where point (d) of such Article does not apply. In any such event, no amounts shall be payable in respect of the Securities until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full.

Securities that are secured by a segregated pool of collateral assets 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.

### **Ranking of the Securities**

The ranking of the Issuer's liabilities in insolvency or in the event of the imposition of Resolution Measures, such as a bail-in, is determined by German law.

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as preferred, such Securities other than Securities that are secured by a segregated pool of collateral assets are unsecured unsubordinated preferred liabilities that would rank higher than the Issuer's regulatory capital, its subordinated liabilities and its unsecured unsubordinated non-preferred liabilities. The liabilities under such Securities rank *pari passu* with other unsecured unsubordinated preferred liabilities of the Issuer, including but not limited to derivatives, structured products and deposits not subject to protection. The liabilities under such Securities rank below liabilities protected in Insolvency or excluded from Resolution Measures, such as certain protected deposits.

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as non-preferred, such Securities are unsecured unsubordinated non-preferred liabilities that would rank above the Issuer's subordinated liabilities. The liabilities under such Securities rank *pari passu* with other unsecured unsubordinated non-preferred liabilities of the Issuer, including but not limited to derivatives, structured products and deposits not subject to protection. The liabilities under such Securities rank below liabilities protected in Insolvency or excluded from Resolution Measures, such as certain protected deposits.

For Securities that are secured by a segregated pool of collateral assets the Issuer takes the view that the Securities constitute secured liabilities within the meaning of Article 44 (2)(b) of Directive 2014/59/EU, establishing a framework for the recovery and resolution of credit institutions and investment firms (commonly referred to as the "**Bank Recovery and Resolution Directive**", or the "**BRRD**"), transposed into German law by the Recovery and Resolution Act ("**Sanierungs- und Abwicklungsgesetz**", or the "**SAG**"), and Article 27 (3) lit. (b) of Regulation 806/2014 (the "**SRM Regulation**"), pursuant to which secured liabilities shall not be subject to write-down or conversion (the "**Bail-In Tool**").

However, there is no certainty that such Securities will be classified as secured liabilities within the meaning of the SRM Regulation and/or the SAG. Further, even if the Securities are classified as secured liabilities, in case the value of the Securities exceeds the value of the collateral provided for the Securities, the Bail-in Tool may, pursuant to the SRM Regulation and the SAG, be applied to the part of the Securities which exceeds the value of the collateral provided for the Securities. Thus, if the Issuer is failing or likely to fail, the competent resolution authority could come to the conclusion that the collateral is not sufficient to secure the Securities or parts thereof as required by the SRM Regulation and the SAG and apply the Bail-

## 1. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

In Tool to all or part of the Issuer's obligations under the Securities. It could also apply other resolution measures, such as the transfer of the Securities to another debtor or a variation of the Conditions of the Securities. Such measures could result in a scenario where payment obligations under the Securities are not met, and Securityholders lose part or all of their invested capital.

**If the ranking of the Securities is not specified in the Specific Terms of the Securities either as preferred or as non-preferred, the ranking of the Securities will be preferred (in this case the Securities should be understood as specified in the Specific Terms of the Securities as preferred).**

### ***Product categories and how the products work***

Securities of the warrant product category may be issued under the Programme. The Warrants differ in each case in their design and in how they work. The different product structures are consecutively numbered and each given different names to better identify them. In this Securities Note, they are divided into the following groups that share product features:

- Classic Warrants,
- WAVE (Knock Out) Warrants,
- WAVE Unlimited (Knock Out Perpetual) Warrants,
- WAVE XXL (Knock Out Perpetual) Warrants,
- One Touch Warrants,
- No Touch Warrants and
- Digital Warrants.

Payment under the Warrants always depends on the performance of the Underlying. The Securities may relate to shares or equity securities, indices, other securities, commodities, rates of exchange, futures contracts, fund shares or interest rates as well as a basket consisting of shares or equity securities, indices, other securities, commodities, rates of exchange, futures contracts, fund shares or interest rates ("**Underlying**").

If the performance of the Underlying leads to payment under the Securities, the payment will always be made in cash. Physical delivery of the Underlying does not apply for Warrants under this Securities Note. The Warrants will not bear interest. Moreover, the occurrence of certain events (e.g. a Barrier Event or Knock In Event) may lead to early Termination of the Warrants.

In summary, investors with "**Classic Warrants**" participate with leverage (more than proportionately) in the performance of the Underlying, whether positive or negative; the decisive factor is the level of the Underlying at maturity. Moreover, for "**WAVE Knock Out Warrants**", if a Barrier Event occurs within a specified period of time, maturity ends early and investors lose all or part of the value of their investment. "**WAVE Unlimited (Knock Out Perpetual) Warrants**" differ from the aforementioned products in that they do not have a fixed term and terminate following exercise (by the investor or automatically) or termination by the Issuer, unless they have already been terminated early due to a Barrier Event. Moreover, for "**WAVE XXL (Knock Out Perpetual) Warrants**", investors do not lose (all or part of) the value of their investment at the time the Barrier Event occurs, but when the level of the Underlying exceeds or falls below an additional threshold (the Strike).

For "**One Touch Warrants**", "**No Touch Warrants**" and "**Digital Warrants**", investors do not participate with leverage in the performance of the Underlying; rather the level of the Cash Amount is specified. The main difference between "One Touch Warrants" and "No Touch Warrants" is the result of a Barrier Event. For "One Touch Warrants", this results in payment of a fixed amount, whereas for "No Touch Warrants", it results in the loss of (all or part of) the value of the investor's investment or payment of a comparably low Cash Amount. For "Digital

## 1. GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

Warrants", the level of the Underlying at maturity decides whether investors receive payment of a fixed amount or lose (all or part) of the value of their investment.

All Securities under the Offering Programme can also be issued as Collateralised Securities. Such Securities are secured by a segregated pool of collateral assets which is provided by the Issuer.

The Issuer specifies in the fully completed Final Terms the relevant information for the specific offering, which is only relevant for the Security offered in each case. The rights and obligations in respect of the individual Securities arise from the so-called Terms and Conditions. These comprise (i) the **General Conditions of the Securities** and (ii) the **Specific Terms of the Securities**. The General Conditions of the Securities contain rules of a general nature that apply equally to all Securities. The Specific Terms of the Securities are drawn up separately for each specific issuance of Securities and are included in the relevant Final Terms.

The Terms and Conditions contain a number of defined terms, to which reference is also made in other places in this Securities Note, including in the "Risk Factors" section. An Index of Definitions with the terms used is located at the end of the "General Conditions of the Securities" section. Investors should also note the explanations of the terms in the section "How the Securities work".

Investors can find more detailed information on the warrants in chapter 4 (General information on the Securities) and, in particular on how the different warrants work and on specific terms, in chapter 8 (How the Securities work) and in chapter 7.2 (Specific Terms of the Securities). Specific risks in respect of the Securities can be found in section 2.3 (Risk factors in respect of the Securities).

### 1.4 Distribution, admission to trading and listing

Securities may be distributed by way of private or public placement. The method of distribution will be stated in the Final Terms.

Application may be made for admission of the Securities to trading or inclusion in trading on one or more stock exchanges, third country markets or trading facilities, including but not limited to the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and the Stuttgart Stock Exchange.

The relevant Final Terms will state whether or not the relevant Securities are admitted to trading, included in trading and/or listed and, if so, on which stock exchanges, third country markets or trading facilities. The Final Terms will also specify the date on which trading is expected to start. In addition, the Final Terms will state whether or not the Securities will be publicly offered in connection with their issue.

Chapter 4 (General information on the Securities) contains more detailed information on distribution, admission to trading and listing of the Securities.

### 1.5 Underlying

The Securities may relate to shares (except the shares of the Issuer or its affiliates) or equity securities (without equity securities in the sense of Article 2(b) of the Prospectus Regulation), indices, other securities, commodities, rates of exchange, futures contracts, fund shares or interest rates as well as a basket consisting of shares or equity securities, indices, other securities, commodities, rates of exchange, futures contracts, fund shares or interest rates ("**Underlying**" or "**Reference Item**"). No securities will be issued under this Securities Note which would fall under Article 19, paragraph 3 of the Commission Delegated Regulation (EU) 2019/980.

## 2. RISK FACTORS

This chapter describes all factors considered by the Issuer to be significant for potential investors in order to assess the risks associated with the Securities.

This chapter only touches upon risk factors to the extent that they are specific to the Securities and essential for making an informed investment decision. The ranking of the importance of the risk factors is based on the estimated probability of their occurrence and the expected extent of their negative effects at the time of writing this Securities Note.

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## 2.1 Introduction

Where the term Underlying is used in this chapter on risk factors, this may include both Reference Items and their constituents, unless the context indicates otherwise.

### Presentation of risk factors

The following risk factors are allocated to categories and subcategories according to their nature. The most significant risk factors are presented first within each category or subcategory, followed by other significant risk factors, if any. The most significant risk factors and other significant risk factors are ranked in descending order of significance. Categories are identified by the three-digit numbering of their headings; subcategories by the four-digit numbering of their headings.



## Understanding the risks

An investment in the Securities is subject to various risks arising from the features of the Securities or external influences, which may have a negative effect on the value of the Securities. Risks may occur individually or simultaneously. Moreover, multiple risks may have a cumulative effect in unpredictable ways.

### 2.2 Risk factors in respect of the Issuer

#### Factors relating to Deutsche Bank's ability to satisfy its liabilities as Issuer of the Securities issued under this Programme

In order to assess the risk, prospective investors should consider all information provided in the "**Risk Factors**" section in the Registration Document of Deutsche Bank AG dated 4 May 2022 (always in the latest version).

### 2.3 Risk factors in respect of the Securities

#### 2.3.1 Risk factors relating to certain characteristics of the Securities

##### The most significant risk factors

##### Risks at maturity

The risk factors specific to each of the products listed below are presented in the following. The order of presentation corresponds to the order of products listed in the other sections of the Securities Note.

##### **Classic Warrants**

Product No. 1: Call Warrant and Discount Call Warrant
---

If the Final Reference Level is above the Strike of the Call Warrant, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Call Warrant. Investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment if the Final Reference Level is equal to or below the Strike of the Call Warrant. In such case investors will suffer a loss which is equal to the purchase price, except for the Minimum Amount, and is greater, the further below the purchase price the Minimum Amount is.

Product No. 2: Put Warrant and Discount Put Warrant
---

If the Final Reference Level is below the Strike of the Put Warrant, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Put Warrant. Investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment if the Final Reference Level is equal to or above the Strike of the Put Warrant. In such case investors will suffer a loss which is equal to the purchase price, except for the Minimum Amount, and is greater, the further below the purchase price the Minimum Amount is.

**WAVE (Knock Out) Warrants****Product No. 3: WAVE (Knock Out) Call Warrant**

If at any time during the Observation Period, the Underlying is either, as specified in the Final Terms (i) below or (ii) equal to or below the Barrier (Barrier Event), the term of the WAVE Call Warrant ends immediately and investors will receive, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. Investors will also suffer a loss if the Underlying on the Valuation Date is so close to the Strike that the Cash Amount is less than the purchase price of the WAVE Call Warrant; the loss is greater, the further below the purchase price the Cash Amount is. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the WAVE Call Warrant.

**Product No. 4: WAVE (Knock Out) Put Warrant**

If at any time during the Observation Period the Underlying is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event), the term of the WAVE Put Warrant ends immediately and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. Investors will also suffer a loss if the Underlying on the Valuation Date is so close to the Strike that the Cash Amount is less than the purchase price of the WAVE Put Warrant; the loss is greater, the further below the purchase price the Cash Amount is. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the WAVE Put Warrant.

**WAVE Unlimited (Knock Out Perpetual) Warrants****Product No. 5: WAVE Unlimited (Knock Out Perpetual) Call Warrant**

If at any time during the Observation Period, the Underlying is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (Barrier Event), the term of the WAVE Unlimited Call Warrant ends immediately and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. Investors will also suffer a loss if the Underlying on the Valuation Date is so close to the Strike that the Cash Amount is less than the purchase price of the WAVE Unlimited Call Warrant; the loss is greater, the further below the purchase price the Cash Amount is. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the WAVE Unlimited Call Warrant.

**Product No. 6: WAVE Unlimited (Knock Out Perpetual) Put Warrant**

If at any time during the Observation Period the Underlying is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event), the term of the WAVE Unlimited Put Warrant ends immediately and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. Investors will also suffer a loss if the Underlying on the Valuation Date is so close to the Strike that the Cash Amount is less than the purchase price of the WAVE Unlimited Put Warrant; the loss is greater, the further below the purchase price the

Cash Amount is. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the WAVE Unlimited Put Warrant.

### **WAVE XXL (Knock Out Perpetual) Warrants**

Product No. 7: WAVE XXL (Knock Out Perpetual) Call Warrant
--

If at any time during the Observation Period the Underlying is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the Barrier Event will occur for the WAVE XXL Call Warrant and the term of the WAVE XXL Call Warrant will end immediately. A price recovery is ruled out. In this event the Cash Amount will be determined based on the difference between the Strike and the value of the Underlying in the period after the Barrier Event occurred, and investors may lose their entire investment or a large part of it except for the Minimum Amount, if so specified in the Final Terms. Investors will also suffer a loss if the Underlying on the Valuation Date is so close to the Strike that the Cash Amount is less than the purchase price of the WAVE XXL Call Warrant; the loss is greater, the further below the purchase price the Cash Amount is. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the WAVE XXL Call Warrant.

Product No. 8: WAVE XXL (Knock Out Perpetual) Put Warrant
---

If at any time during the Observation Period the Underlying is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the Barrier Event will occur for the WAVE XXL Put Warrant and the term of the WAVE XXL Put Warrant will end immediately. A price recovery is ruled out. In this event the Cash Amount will be determined based on the difference between the Strike and the value of the Underlying in the period after the Barrier Event occurred, and investors may lose their entire investment or a large part of it except for the Minimum Amount, if so specified in the Final Terms. Investors will also suffer a loss if the Underlying on the Valuation Date is so close to the Strike that the Cash Amount is less than the purchase price of the WAVE XXL Put Warrant; the loss is greater, the further below the purchase price the Cash Amount is. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the WAVE XXL Put Warrant.

### **One Touch Warrants**

Product No. 9: One Touch Single Barrier Call Warrant
--

If during the Observation Period the Barrier Determination Amount is not, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

Product No. 10: One Touch Single Barrier Put Warrant
--

If during the Observation Period the Barrier Determination Amount is not, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

Product No. 11: One Touch Dual Barrier Warrant
--

If during the Observation Period the Barrier Determination Amount is not, as specified in the Final Terms, either (i) below or (ii) equal to or below the Lower Barrier or is not, as specified in the Final Terms, either (i) above or (ii) equal to or above the Upper Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

Product No. 12: Barrier One Touch Plus Call Warrants
--

If the Barrier Determination Amount is not during the Observation Period, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier (Barrier Event), investors will no longer receive the One Touch Amount, but a Cash Amount dependent on the Final Reference Level.

If no Barrier Event has occurred and the Final Reference Level is above the Strike and, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Barrier One Touch Plus Call Warrant.

If no Barrier Event has occurred and the Final Reference Level is equal to or below the Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

Product No. 13: Barrier One Touch Plus Put Warrants
---

If the Barrier Determination Amount is not during the Observation Period, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier (Barrier Event), investors will no longer receive the One Touch Amount, but a Cash Amount dependent on the Final Reference Level.

If no Barrier Event has occurred and the Final Reference Level is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier and below the Strike, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Barrier One Touch Plus Put Warrant.

If no Barrier Event has occurred and the Final Reference Level is equal to or above the Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

### ***No Touch Warrants***

Product No. 14: No Touch Single Barrier Call Warrant
--

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the No Touch Single Barrier Call Warrant.

Product No. 15: No Touch Single Barrier Put Warrant
---

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the No Touch Single Barrier Put Warrant.

Product No. 16: Barrier Plus (StayHigh Plus) Warrants
---

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (Barrier Event), investors will no longer receive the predetermined No Touch Amount, but a Cash Amount dependent on the Final Reference Level.

If a Barrier Event has occurred and the Final Reference Level is below the Put Strike, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Barrier Plus (StayHigh Plus) Warrant.

If a Barrier Event has occurred and the Final Reference Level is equal to or above the Put Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur at any time during the trading hours of the Underlying; and potentially also outside the trading hours of the Barrier Plus (StayHigh Plus) Warrant.

Product No. 17: Barrier Plus (StayLow Plus) Warrants
--

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event), investors will no longer receive the predetermined No Touch Amount, but a Cash Amount dependent on the Final Reference Level.

If a Barrier Event has occurred and the Final Reference Level is above the Call Strike, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Barrier Plus (StayLow Plus) Warrant.

If a Barrier Event has occurred and the Final Reference Level is equal to or below the Call Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur at any time during the trading hours of the Underlying; and potentially also outside the trading hours of the Barrier Plus (StayLow Plus) Warrant.

Product No. 18: Window No Touch Single Barrier Call Warrant
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If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur during the Observation Period at any time during the trading hours of the Underlying; and potentially also outside the trading hours of the Window No Touch

## 2. RISK FACTORS

Single Barrier Call Warrant. The Observation Period does not extend over the entire term of the Window No Touch Single Barrier Call Warrant. A Barrier Event cannot occur outside the Observation Period, i.e. during the remaining term of the Window No Touch Single Barrier Call Warrant.

### Product No. 19: Window No Touch Single Barrier Put Warrant

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur during the Observation Period at any time during the trading hours of the Underlying; and potentially also outside the trading hours of the Window No Touch Single Barrier Put Warrant. The Observation Period does not extend over the entire term of the Window No Touch Single Barrier Put Warrant. A Barrier Event cannot occur outside the Observation Period, i.e. during the remaining term of the Window No Touch Single Barrier Put Warrant.

### Product No. 20: Inline Warrant

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Lower Barrier, or, as specified in the Final Terms, either (i) above or (ii) equal to or above the Upper Barrier (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms. The Barrier Event may occur at any time during the trading hours of the Underlying and potentially even outside the trading hours of the Inline Warrant.

### Product No. 21: Duo Inline Warrant

If the Barrier Determination Amount for at least one of the two Underlyings is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Lower Barrier for the respective Underlying, or as specified in the Final Terms either (i) above or (ii) equal to or above the Upper Barrier for the respective Underlying (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur at any time during the trading hours of the Underlyings and potentially even outside the trading hours of the Duo Inline Warrant.

### Product No. 22: Dual Barrier Range Plus (Corridor Plus) Warrants

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or above the Upper Barrier (Barrier Event), investors will no longer receive the predetermined No Touch Amount, but a Cash Amount dependent on the Final Reference Level.

If a Barrier Event has occurred and the Final Reference Level is below the Put Strike or above the Call Strike, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Dual Barrier Range Plus (Corridor Plus) Warrant.

## 2. RISK FACTORS

If a Barrier Event has occurred and the Final Reference Level is equal to or above the Put Strike and equal to or below the Call Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur at any time during the trading hours of the Underlying; and potentially also outside the trading hours of the Dual Barrier Range Plus (Corridor Plus) Warrant.

### Product No. 23: Window Inline Warrant

If the Barrier Determination Amount is on at least one occasion during the Observation Period either, as specified in the Final Terms, (i) below or (ii) equal to or below the Lower Barrier, or, as specified in the Final Terms, either (i) above or (ii) equal to or above the Upper Barrier (Barrier Event), investors receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

The Barrier Event may occur during the Observation Period at any time during the trading hours of the Underlying; and potentially also outside the trading hours of the Window Inline Warrant. The Observation Period does not extend over the entire term of the Window Inline Warrant. A Barrier Event cannot occur outside the Observation Period, i.e. during the remaining term of the Window Inline Warrant.

### ***Digital Warrants***

### Product No. 24: Digital Call Warrant

If the Final Reference Level is, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

### Product No. 25: Digital Put Warrant

If the Final Reference Level is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment. A price recovery is ruled out. In this case investors will lose their entire investment except for the Minimum Amount, if so specified in the Final Terms.

### Product No. 26: Barrier Plus (EndHigh) Call Warrants

If the Final Reference Level is, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will no longer receive the predetermined EndHigh Amount.

If the Final Reference Level is above the Call Strike and, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Barrier Plus (EndHigh) Call Warrant.

If the Final Reference Level is equal to or below the Call Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment. except for the Minimum Amount, if so specified in the Final Terms.

Product No. 27: Barrier Plus (EndLow) Put Warrants
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If the Final Reference Level is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier, investors will no longer receive the predetermined EndLow Amount.

If the Final Reference Level is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier and below the Put Strike, investors will suffer a loss if the Cash Amount is less than the purchase price paid by investors for the Barrier Plus (EndLow) Put Warrant.

If the Final Reference Level is equal to or above the Put Strike, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment. In this case investors will lose their entire investment except for the Minimum Amount, if so specified in the Final Terms.

### **Observation Period**

For Securities with an Observation Period, the occurrence or non-occurrence of the respective event (e.g. reaching or crossing barriers) during the Observation Period is decisive for the payment of cash amounts or the delivery of assets. The longer the Observation Period is, the greater the risk is of a loss resulting for investors.

### **Other significant risk factors**

#### **Risks associated with leverage**

The leverage effect that may be associated with embedded options presents an additional significant risk factor. Prospective investors should be aware that any fluctuations in the price or level of the Underlying may have a disproportionate effect (leverage) on the amounts payable or assets deliverable at maturity or on exercise of the Securities, or during the term.

In the simplest case, this manifests itself in the absolute decline in price or level of the Underlying (e.g. loss of €1.00) causing an absolute decline of €1.00 in the intrinsic value of a call option linked to it. Assuming an original price of the Underlying of €100, this would be a loss of 1 percent. Assuming an original intrinsic value of the call option of €10.00, this would be a loss of 10 percent.

The lower the Strike in relation to the price or level of the Underlying (for call options), or the higher the Strike in relation to the price or level of the Underlying (for put options), the smaller the leverage effect. However, if the price or level of the Underlying is close to the Strike, the leverage effect is much larger. The larger the leverage effect, the greater the effect of fluctuations in the price or level of the Underlying on the value of derivative securities.

A large leverage effect therefore results in the risk of disproportionate losses. Investors bear the risk of total loss of their investment despite a relatively low fluctuation in the value or level of the Underlying.

#### **Risks associated with Market Disruptions**

In accordance with §5 of the General Conditions of the Securities, if the conditions specified therein are met, the Calculation Agent may determine that a Market Disruption has occurred. This means that the price or level of the Underlying cannot be determined, at least temporarily. Market Disruptions may occur on an exchange relevant for the Underlying, particularly in the event of trade interruptions. This may have an effect on the timing of valuation and may delay payments on or the settlement of the Securities.

#### **Risks associated with Adjustment and Termination Events**

In accordance with §6 of the General Conditions of the Securities, if the conditions specified therein are met, Underlyings may be replaced, the Final Terms adjusted or the Securities



terminated. In case of a termination or cancellation, the Issuer will pay, usually prior to the scheduled settlement date of the Securities, an amount determined by the Calculation Agent. Such amount may be significantly less than an investor's initial investment in Securities and in certain circumstances may be zero. If Minimum Redemption payable has been specified to apply in the Specific Terms of the Securities, the amount payable will, however, be at least equal to this amount.

Particularly in the case of Securities with a share as the Underlying, adjustment measures may occur, especially in the case of corporate actions (e.g. capital increases) of the relevant Share Company.

Moreover, an index used as an Underlying may not be available for the entire term of the Securities. The index may be discontinued or replaced or may continue to be calculated by the Issuer itself. In these cases or other cases specified in the Final Terms, the Securities may also be terminated by the Issuer.

Any adjustment or termination of the Securities or replacement of an Underlying made under the above rules may lead to a loss in value of the Securities or may at maturity lead to the realisation of losses or even almost to the total loss of the invested amount. It is also not excluded that an adjustment measure will later prove to be incorrect or to be disadvantageous for Securityholders. A Securityholder could also be put in an economically worse position by the adjustment measure than before such adjustment measure.

### **Risks associated with an early redemption or termination right for the Issuer**

Securities whose Final Terms include an early redemption right for the Issuer or which may be terminated on the occurrence of certain events are likely to have a lower Market Value than otherwise identical Securities which do not contain such an early redemption or termination right. During any period when the Issuer may effect an early redemption of the Securities or Termination may occur, the Market Value of those Securities generally will not rise substantially above the price at which early redemption or Termination may be effected. This effect may occur in advance of such periods. In such a case, investors may suffer a loss.

### **Physically settled Securities**

Where Securities provide for physical delivery, the Calculation Agent may determine that a Settlement Disruption Event is subsisting. A Settlement Disruption Event is an event beyond the control of the Issuer as a result of which, in the opinion of the Calculation Agent, delivery of the specified assets to be delivered by or on behalf of the Issuer is not feasible. Investors bear the risk that a Settlement Disruption Event will delay the settlement of the Securities and thus adversely affect the value of the Securities in the event of a temporary loss in value of the assets to be delivered. The longer the Settlement Disruption Event lasts, the higher this risk is.

### **Risks Associated with Securities Issued with a Specific Use of Proceeds, such as Green Securities ("Green Securities")**

The Final Terms relating to any specific Tranche of Securities may provide that it will be the Issuer's intention to apply the proceeds from an offer of those Securities specifically to finance or refinance both loans to and investments in corporations, assets, projects and/or activities that promote climate-friendly, energy-efficient and other environmental purposes ("**Green Assets**"). Prior to the issue of any Green Securities the Issuer has established a "Green Bond Framework" which further specifies the eligibility criteria for such Green Assets. For the avoidance of doubt, such Green Bond Framework is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus.

Prospective investors should have regard to the information set out in the relevant Final Terms and the Green Bond Framework regarding such use of proceeds and must determine for

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themselves the relevance of such information for the purpose of any investment in such Green Securities together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer that the use of such proceeds for any Green Assets will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, any Green Assets. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Green Assets will meet any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Assets. Also the criteria for what constitutes a Green Asset may be changed from time to time.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Securities and in particular with any Green Assets to fulfil any environmental, sustainability and/or other criteria ("**Green Evaluation**"). Any such Green Evaluation may not address risks that may affect the value of Green Securities or any Green Asset. For the avoidance of doubt, any such Green Evaluation is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus. Such Green Evaluation provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in Green Securities including without limitation market price, marketability, investor preference or suitability of any security. Such Green Evaluation is a statement of opinion, not a statement of fact. Any such Green Evaluation is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any Green Securities. Any such Green Evaluation is only current as of the date that opinion was initially issued and may be updated, suspended or withdrawn by the relevant provider(s) at any time. Prospective investors must determine for themselves the relevance of any such Green Evaluation and/or the information contained therein and/or the provider of such Green Evaluation for the purpose of any investment in Green Securities.

Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Holders of Green Securities will have no recourse against the provider(s) of any Green Evaluation.

In the event that any Green Securities are listed or admitted to trading on any dedicated "green", "environmental" or "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any projects or uses, the subject of or related to, any Green Assets. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any Green Securities or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Securities.

While it is the intention of the Issuer to apply the proceeds of any Green Securities so specified for Green Assets in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Green Assets will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule or at all or with the results or outcome (whether or not related to the environment) as originally expected by the Issuer and that accordingly such proceeds will be totally or partially disbursed for such Green Assets. Any such event or failure by the Issuer or any failure by the Issuer to provide any reporting or obtain any opinion will not constitute an event of default under the Green Securities.

Any such event or failure to apply the proceeds of any issue of Green Securities for any Green Assets as aforesaid and/or withdrawal of any such Green Evaluation or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any Green Securities no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of the Green Securities and also potentially the value of any other securities which are intended to finance Green Assets and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

### **Risks Associated with Securities with sustainability-linked elements**

Securities and/or their underlying, including relevant indices, may be labelled, marketed or described as having “ESG”, “green”, “sustainable”, “social” or similar elements or objectives. However, an investment in such Securities may not meet an investor’s individual objectives, expectations or requirements in this regard. Investors or their advisors need to make their own assessment whether such securities meet such objectives, expectations or requirements, or, unless explicitly stated otherwise, any relevant ESG standard or label.

### **Risk Factors in relation to Collateralised Securities**

The following risks are relevant to Collateralised Securities.

#### **The Collateral Assets may be insufficient to pay all amounts due to Securityholders of the Collateralised Securities**

The security in relation to a series of Collateralised Securities is limited to the Collateral Assets constituting the Collateral Pool applicable to such series. The amount of Collateral Assets constituting such Collateral Pool will depend on, amongst other things, the Collateralisation Percentage specified in the applicable Specific Terms of the Securities and the "Type of Collateralisation" specified in the Specific Terms of the Securities. There is no guarantee that the Collateral Assets will be sufficient to ensure that, following enforcement of the relevant Pledge Agreement, the amounts available for distribution by the Security Trustee will be sufficient to pay all amounts due to a Securityholder of Collateralised Securities in respect of the relevant series of Collateralised Securities (see "Shortfall on Realisation of Collateral Assets and Recourse of Securityholders of Collateralised Securities"). In particular:

- (i) The Collateral Assets may suffer a fall in value between the time at which the relevant Pledge Agreement becomes enforceable and the time at which the Collateral Assets are realised in full.
- (ii) Low diversification of Collateral Assets in a Collateral Pool may increase the risk that the proceeds of realisation of the Collateral Assets may be less than the sums due to the relevant Securityholder of Collateralised Securities.
- (iii) Where there is limited liquidity in the secondary market relating to Collateral Assets, in the event of enforcement, the Security Trustee, or the Disposal Agent on its behalf,

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- may not be able to readily sell such Collateral Assets to a third party or may only be able to sell such Collateral Assets at a discounted value.
- (iv) Depending on the Eligibility Criteria applicable to a series of Collateralised Securities, the Collateral Assets relating to such series could be composed of assets whose value may be positively correlated with the creditworthiness of the Issuer in that adverse economic factors which apply to one may apply to the others, or the default or decline in the creditworthiness of one may itself adversely affect the others.
  - (v) The Issuer may withdraw and/or replace Collateral Assets from any Secured Account in accordance with the Euroclear Agreements. There is a risk that, following enforcement, the replacement Collateral Asset is realised for a value that is less than the substituted Collateral Asset could have been realised for.
  - (vi) A failure by the Security Trustee, the Pledgee's Representative or the Disposal Agent to perform its obligations with respect to the Collateral Assets following enforcement or to perform its obligations in a timely or efficient manner may adversely affect the realisation of the Collateral Assets and the amount distributable to Securityholders of Collateralised Securities.
  - (vii) Following enforcement of the security, the Security Trustee will appoint a Disposal Agent nominated by the Instructing Securityholder(s) and will act on the instructions of the Instructing Securityholder(s) without regard to the instructions of the other Securityholders. There is a risk that the Instructing Securityholder(s) nominate a Disposal Agent and/or provide instructions to the Security Trustee that results in delays or the Collateral Assets being realised for less than the Collateral Assets could have been realised for if a different Disposal Agent had been nominated or different instructions had been provided.
  - (viii) Certain thresholds (i.e. the Minimum Margin Amount in the Euroclear Agreements and the Minimum Adjustment Amount in the Secured Conditions) must be exceeded for Collateral Assets to be transferred into the Secured Accounts. There is a risk, therefore, that the value of the Collateral Assets is less than the amounts that are payable to the Securityholders.

In addition, a Securityholder's entitlement on enforcement and realisation of the related Collateral Assets will be subordinated to and therefore rank behind claims relating to any amounts payable to Secured Parties ranking prior to the Securityholder of Non-Inventory Collateralised Securities in accordance with the Order of Priority and any rights of preference existing by operation of law.

A haircut is the percentage by which the market value of a Collateral Asset is discounted and is designed to mitigate potential 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, such period being known as the 'cure period' or 'holding period'. The Specific Terms of the Securities will specify whether or not a haircut applies to a Collateral Pool but will not provide any further information as to the level of any haircut applied to the Collateral Assets in any Collateral Pool. Since the volatility of the value of a Collateral Asset may change through time, haircuts applied to the Collateral Assets may become outdated and may not provide sufficient protection against a shortfall in proceeds necessary to pay all amounts due to a Securityholder of Collateralised Securities.

Investors should conduct their own investigation and analysis with respect to Eligible Collateral Assets including the creditworthiness of issuers of Eligible Collateral Assets. The Collateral Arrangement Parties and their respective affiliates have no obligation to keep investors informed as to any matters with respect to the Collateral Assets.

### **Shortfall on realisation of Collateral Assets and recourse of Securityholders of Collateralised Securities**

The security provided for a series of Collateralised Securities is limited to the Collateral Assets constituting the Collateral Pool applicable to such series. The value realised for the Collateral Assets in the relevant Collateral Pool upon enforcement of the relevant Pledge Agreement may be less than the amounts due to Securityholders of Collateralised Securities in respect of the relevant series of Collateralised Securities and, as a result, investors may lose all or a substantial portion of their investment.

If there is any shortfall in amounts due to a Securityholder of Collateralised Securities in accordance with the Secured Conditions from the proceeds of the realisation of the Collateral Pool, a Securityholder of the Collateralised Securities will be able to claim against the Issuer on an unsecured basis in respect of any shortfall in amounts due to it and will therefore be exposed to the credit risk of the Issuer to the extent of such shortfall. However, in the event of an insolvency of the Issuer there is no guarantee that a Securityholder would be able to recover the shortfall from the Issuer.

### **Limitations of the security interest under each Pledge Agreement**

The Collateral Assets will be transferred into the Secured Accounts, each of which is a "Single Pledgor Pledged Account" in the Euroclear System, which accounts will be secured in favour of the Security Trustee (for its own account and for the account of the Securityholders and the other Secured Parties) pursuant to the relevant Belgian law Pledge Agreement. The Secured Accounts will be opened in the name of the Pledgee's Representative, which will act in the capacity as "Representative" of the Security Trustee in the Euroclear System. The security granted by the Issuer under each Pledge Agreement is (i) a first-ranking pledge (*gage de premier rang/pand in eerste rang*) over the Pledged Securities and does not extend to any interest or distributions paid on such Collateral Assets (to the extent such amounts are not held in the relevant Secured Accounts) and (ii) a transfer of title (*transfert de propriété à titre de garantie/eigendomsoverdracht ten titel van zekerheid*) of the Pledged Cash.

No security interest will be granted by the Issuer over any of its rights under any agreement under which it acquires any Collateral Assets (including, without limitation, any hedging agreements). This means that the Security Trustee will not have the ability to compel the Issuer to enforce its rights (or to enforce such rights on behalf of the Issuer) under any agreement against a counterparty to such agreement.

Under Belgian law, a pledge on fungible securities in the Euroclear System is not considered a pledge on any specific securities themselves, but on the co-proprietary rights of the account holder in a pool of fungible securities, and on a personal right of the account holder against Euroclear Bank (and possibly the issuer) to reclaim in kind the portion of those securities to which it is entitled; these rights are subject to the proportional rights of other claimants in the same pool of fungible securities.

Third party creditors of a Euroclear account holder (such as the Pledgee's Representative) will not be entitled to claim the securities credited to an account which the account holder undertakes will only be used for crediting collateral, but only to the extent the account holder has complied with its legal and contractual obligations of segregation of securities held for its own account and securities held for the account of third parties, and on condition the account holder has not credited to such account any securities it holds for its own account.

The security interest created by the relevant Pledge Agreement will not necessarily have the priority and ranking provided for in such document; in particular, there may be liens created by force of law which will take priority over the security interest created by the relevant Pledge Agreement.

In order to create a valid and perfected pledge over the Pledged Securities, such Pledged Securities must be transferred to a special account in the books of Euroclear. The pledge on

the Pledged Securities will only be created and perfected provided that such Pledged Securities have been and remain credited to the Secured Account.

The Belgian Financial Collateral Law requires that the beneficiary of a pledge over financial instruments must obtain effective possession or control of the pledged assets. To effect this required dispossession of the Pledged Securities, in addition to transfer of the Pledged Securities to the Secured Account, the Issuer should not be able to deal with the Pledged Securities in any way. The validity of the pledge could be compromised if the Issuer remains free to deal with the Pledged Securities. In general, this means that the Issuer should not be able to give instructions in relation to the Pledged Securities without the prior written consent of the Security Trustee.

### **The Security Trustee may be entitled not to act following an Acceleration Event if it has not been indemnified and/or secured and/or pre-funded by the Securityholders**

Following an Event of Default and subsequent Acceleration Event, the Security Trustee shall be under no obligation to take any action to liquidate or realise any Collateral Assets, if it has not first been indemnified and/or secured and/or prefunded to its satisfaction by the Securityholders of the Collateralised Securities.

In any such event, the Security Trustee may decide not to take any action and such inaction will not constitute a breach by it of its obligations under the any Collateral Transaction Document. Consequently, if applicable, the Securityholders of the Collateralised Securities would have to either arrange for such indemnity and/or security and/or pre-funding, accept the consequences of such inaction by the Security Trustee or appoint a replacement Security Trustee. Securityholders of at least 33 percent in aggregate nominal amount or by number (as applicable) of Non-Inventory Collateralised Securities outstanding may remove the Security Trustee and appoint a replacement Security Trustee. Securityholders of the Collateralised Securities should be prepared to bear the costs associated with any such indemnity and/or security and/or pre-funding and/or the consequences of any such inaction by the Security Trustee and/or the replacement of the Security Trustee. Any consequential delay in the liquidation or realisation of the Collateral Assets may adversely affect the amount distributable to Securityholders of Collateralised Securities.

If the Security Trustee fails to enforce the security or fails to apply the proceeds of enforcement for any reason, the Securityholders will be unable to recover the amounts due to them until such time as the security is enforced and the proceeds thereof are distributed (although the Securityholders will have the right to remove the Security Trustee and appoint a replacement Security Trustee).

### **Securityholders are exposed to the operational and legal risks related to the collateral arrangements and the structure of the Secured Accounts**

The Issuer will appoint Collateral Arrangement Parties under the Collateral Transaction Documents to perform custodial, operational and administrative functions relating to the Collateral Assets. A failure by any Collateral Arrangement Party to perform its duties and obligations under the Collateral Transaction Documents, or the occurrence of any adverse event in relation to those entities, may adversely affect the amount payable to a Securityholder following realisation of the Collateral Assets. Accordingly, a Securityholder of Collateralised Securities will be exposed to, amongst other things, the risk of any potential operational disruption, the failure of the Collateral Transaction Documents to be legally binding or any other adverse impact related to a Collateral Arrangement Party (including disruption caused by any insolvency proceedings which may be commenced in respect of a Collateral Arrangement Party). Other than the Security Trustee, none of the Collateral Arrangement Parties acts as a fiduciary or trustee for the benefit of the Securityholders.

Securityholders will not be entitled to enforce the Custody Agreement, the Collateral Monitoring Agent Agreement or the Euroclear Agreements or to proceed directly against Euroclear, the

Collateral Monitoring Agent, the Custodian (Security Trustee) or the Pledgee's Representative to enforce the terms of the relevant Collateral Transaction Document. Securityholders will not be entitled to enforce the relevant Pledge Agreement unless the Security Trustee fails to enforce within a reasonable time or the Security Trustee is prevented from enforcing the Pledge Agreement by any court order.

The Issuer and the Pledgee's Representative will notify Euroclear via matching instructions of the "Intended Transaction Amount" that is required to be collateralized by Euroclear under the Euroclear Agreements. While there is a contractual requirement for the parties to provide matching instructions to Euroclear that specify the Required Collateral Value calculated by the Collateral Monitoring Agent as the "Intended Transaction Amount", in practice there is a risk that an incorrect "Intended Transaction Amount" is notified to Euroclear or that the parties fail to notify Euroclear of an increase in the Required Collateral Value, each of which could result in insufficient Collateral Assets being held in the Secured Accounts.

The Collateral Monitoring Agent shall provide the Pledgee's Representative with all relevant details of the matching instructions that the Pledgee's Representative may be required to provide to Euroclear. The Issuer shall provide the Collateral Monitoring Agent with such details. Investors should note that the Collateral Monitoring Agent will not have any fiduciary obligations in respect of the Securityholders and the Security Trustee will not monitor or verify such matching instructions.

### **Market Value in respect of the Pledged Securities**

The market value in respect of the Pledged Securities shall be determined in accordance with the Euroclear Agreements (including for the avoidance of doubt any amendment agreements applicable thereto). Some of the securities comprising or to comprise the Pledged Securities may be illiquid and the price provided by Euroclear may be inaccurate or out of date. In addition, in some cases a third party valuation agent may provide specific market values for certain securities comprising or to comprise the Pledged Securities. Such third party valuation agent is regularly appointed by Deutsche Bank to perform services on its behalf so, while it is an independent entity, has a close relationship with Deutsche Bank and this may give rise to potential conflicts of interest between such third party valuation agent and the Securityholders in relation to the determination of the market value of such securities. Furthermore, as with any service provider, the third party valuation agent may make mistakes regarding the determination of the market value of such securities. Such market values will be used by Euroclear for the purposes of crediting securities to or debiting securities from the relevant Secured Accounts. There is a risk that the actual market value of certain Pledged Securities credited to the relevant Secured Account is lower than the market value of such Pledged Securities as determined by the Euroclear and/or the third party valuation agent. In such circumstances, the proceeds of realisation of the Pledged Securities may be lower than expected, which may increase the likelihood of a shortfall that the Securityholders will need to claim from the Issuer on an unsecured basis.

### **The Issuer may cancel the Collateralised Securities upon a Collateral Disruption Event or a Euroclear Event**

Collateralised Securities may be subject to Collateral Disruption Events and/or Euroclear Events, the occurrence of which will disapply certain Events of Default (including a Required Collateral Default) for up to 30 days. The Issuer may elect to treat a Collateral Disruption Event or a Euroclear Event as an Adjustment/Termination Event and may take the actions described in "*Adjustment Events and Adjustment/Termination Events*". This may increase the possibility (in comparison with Securities which are not secured) of the Collateralised Securities being cancelled and settled early.

Further, following the cancellation and early termination of the Collateralised Securities, a Securityholder of Collateralised Securities may not be able to reinvest the settlement proceeds at an equivalent rate of return to the Collateralised Securities being settled and may only be

able to do so at a significantly lower rate or in worse investment conditions. Potential investors should consider reinvestment risk in light of other available investments at the time they contemplate investing in Collateralised Securities.

### **Nature of Collateral Assets**

The Collateral Assets in respect of the Collateralised Securities will be comprised of assets that satisfy the Euroclear Eligibility Criteria. This may include a wide range of securities.

- It may be possible that some of the securities which are eligible in accordance with the relevant Eligibility Criteria include securities where Deutsche Bank AG is arranger and/or has other roles in relation to those securities, including, without limitation, paying agent, calculation agent, account bank, noteholder representative, collateral manager, trustee. There is a risk that the insolvency of the Issuer may cause disruptions in respect of such Collateral Assets that could delay the repayment or realization of such Collateral Assets and/or reduce their market value.
- There may be confidentiality undertakings and/or transfer restrictions in relation to some of the securities comprised in the Collateral Assets and/or the underlying assets in respect of such securities. This in turn may affect the ability of relevant parties to realise the value of the Collateral Assets and/or reduce their market value and/or determine their value.
- Some of the securities may be illiquid or opaque in nature. This in turn may affect the ability of relevant parties to realise the value of the Collateral Assets and/or reduce their market value and/or determine their value.
- Some of the securities may be correlated with the Issuer. Such securities may therefore lose value if the Issuer defaults in respect of the Collateralised Securities.

This could give rise to the risks set out in “Shortfall on realisation of Collateral Assets and recourse of Securityholders of Collateralised Securities” and “Market Value in respect of the Pledged Securities” above.

### **2.3.2 General risks associated with Underlyings**

#### **The most significant risk factors**

##### **General market risks**

Market risk is the most significant cross-product risk factor in connection with Underlyings of all kinds. An investment in Securities linked to any Underlying may bear similar market risks to a direct investment in the relevant Underlyings. Normally, only particularly experienced investors with a higher risk tolerance and capacity to absorb losses invest in certain Underlyings, e.g. in commodities, futures, interest rates, hedge funds and certain Rates of Exchange.

The performance of Securities depends on the performance of the price or level of the Underlying and therefore on the value of the embedded option. This value may be subject to major fluctuations during the term. The higher the volatility of the Underlying is, the greater the expected intensity of such fluctuations is. Changes in the price or level of the Underlying will affect the value of the Securities, but it is impossible to predict whether the price or level of the Underlying will rise or fall.

Securityholders thus bear the risk of unfavourable performance of the Underlying, which may lead to loss in value of the Securities or a reduction of the Cash Amount, almost up to and including total loss.



### **Risks associated with emerging markets underlyings**

Emerging markets and developing countries are exposed to considerable legal, economic and political risks which may be greater than, for example, in EU member states or other industrialised countries. For this reason, investments relating to emerging markets or developing countries are exposed to additional risks. These include the unstable political or economic situation, increased inflation and increased currency or exchange rate risks.

There are particular risks in the case of shares of companies with their registered office or operations in countries with a low level of legal certainty, e.g. in an emerging market. The risk may consist, for example, in the implementation of unforeseeable government measures or in nationalisation.

In addition, there is a possibility of restrictions against foreign investors, nationalisation or expropriation of assets, confiscatory taxation, confiscation or nationalisation of foreign bank deposits or other assets, the introduction of foreign currency bans, foreign currency controls or restrictions on the free movement of Rates of Exchange. The currency of emerging markets or developing countries can exhibit considerable exchange rate volatility.

Such factors and similar ones may lead to a rapid, widespread removal of investments for the purpose of reinvestment in other countries. The associated rapid and significant divestment by other investors can result in significant adverse effects on the market price and liquidity of Securities with Emerging Market Underlyings.

The development of securities markets is mostly still at an early stage in emerging markets and developing countries. This can involve risks such as higher volatility, illiquidity, and less developed, less reliable and less efficient settlement and payment processes. This can negatively impact the value of Securities listed on these countries' stock exchanges and the reliability and duration of any settlement processes, possibly for long periods of time.

All the aforementioned factors may have an adverse impact on the value of the Underlying and thus the Securities or on the Cash Amount, up to and including the total loss of the invested amount. The more of these factors concur, the greater the risk is.

### **Other significant risk factors**

#### **Exchange rate / currency risks**

Exchange rate or currency risks arise when the amounts payable under the Securities are expressed in a currency other than the Settlement Currency. These amounts must then be converted into the Settlement Currency. This is particularly the case if the Securities are based on Rates of Exchange. An exchange rate or currency risk also arises when the price or level of the Underlying is determined in a currency other than the Settlement Currency (the so-called Reference Currency). In such cases, in addition to the risk of an adverse development of the Underlying there is the risk of a loss in value of the reference currency compared to the Settlement Currency. A loss in value of the Reference Currency can offset any favourable development of the Underlying or both can have an adverse impact at the same time.

Furthermore, the Settlement Currency of the Securities may be different from the currency of a Securityholder's home jurisdiction. A payment in the Relevant Currency may lead to an additional currency risk if the Relevant Currency is not the currency of the Securityholder's home jurisdiction.

Rates of Exchange between currencies are determined by supply and demand in the international foreign exchange markets which are influenced by macroeconomic factors, speculation and central bank and government intervention or other political factors (including the imposition of currency controls and restrictions).

Fluctuations in Rates of Exchange may affect the value of the Securities and any amounts payable under the Securities. The higher the volatility of the relevant currency(ies) is, the

greater the relevant exchange rate and currency risks therefore are. There are, in particular, increased risks in connection with currency fluctuations if the respective currency is the currency of an emerging market jurisdiction.

An investment in the Securities may involve exchange rate risks even if the movement of the Exchange Rate between the Reference Currency and the Settlement Currency of the Securities does not have any influence during the term of the Securities on the level of any amounts to be paid or on the number of the assets to be delivered (so-called quanto Securities). This applies particularly in the case of physical delivery where there is a time lag between the time when the amount of assets to be delivered upon the exercise of these Securities is determined and the time when the assets are delivered.

If the Settlement Currency is the Chinese renminbi ("**CNY**") according to the relevant Final Terms, prospective purchasers should be aware that CNY is not a freely convertible currency and that this can have a negative impact on the liquidity of the Securities. In addition, there is only limited availability of CNY outside the People's Republic of China, which may negatively impact the liquidity of the Securities and the Issuer's ability to purchase CNY outside the People's Republic of China to service the Securities. In the case of illiquidity, inconvertibility or non-transferability of CNY, the Issuer may decide to postpone payments due, make payments in the Relevant Currency specified in the relevant Final Terms instead of in CNY or terminate the Securities early.

All the aforementioned factors may have an adverse impact on the value of the Underlying and thus the Securities or on the Cash Amount, up to and including the total loss of the invested amount.

### **2.3.3 Risks associated with single Underlyings**

#### **2.3.3.1 Risks associated with shares or other equity securities as the Underlying**

##### **The most significant risk factors**

**If investors invest in Securities with a share as the Underlying, as Securityholders they bear similar risks to those of a direct investment in this share.**

The most significant risk associated with shares or other equity securities as the Underlying consists in an adverse development of the share price that is reflected in the Securities. Such risks are beyond the Issuer's control. The share price depends in turn to a very high degree on the business performance of the Share Company and the key financial indicators published. In a worst-case scenario, there is a risk of Insolvency of the company. Securities with embedded call option or Securities that facilitate a short put position are likely to suffer a considerable loss in value in such a case. Conversely, holders of Securities with an embedded put option suffer a loss when the price of the Underlying rises.

In addition, the performance of shares strongly depends on developments on the capital markets. Capital markets for their part are influenced by the general global situation and specific economic and political circumstances.

All the aforementioned factors may have an impact on the value of the Underlying and thus an adverse impact on the value of the Securities or on the Cash Amount, up to and including the total loss of the invested amount.

##### **Possible illiquidity of the Underlying**

Shares of small to mid-cap companies may be subject to higher volatility risks than shares of larger companies. The risks exist in particular with regard to the volatility of the shares and possible Insolvency of the company. In addition, shares in small-cap companies may be extremely illiquid due to low trading volumes. The more of such shares there are for sale in an illiquid market, the greater these risks are. This may lead to significant and permanent

decreases in the Underlying's price or a reduction of the Cash Amount and thus to the total loss of the amount invested by a Securityholder.

### **2.3.3.2 Risks associated with indices as an Underlying**

#### **The most significant risk factors**

**If investors invest in Securities with an index as the Underlying, they are exposed to similar risks to those of a direct investment in this index or in its constituents.**

The most significant risk associated with indices as the Underlying consists of adverse development of the index level. Such fluctuations in the index level may have various causes.

The value of an index is calculated on the basis of the value of its constituents. Changes in the value of the index constituents, index composition and other factors with an impact on the index constituents affect the index level. Fluctuations of the value of an index constituent may be offset by fluctuations of the value of other index constituents, but may also be magnified.

The index used as the Underlying may only track the performance of assets of certain countries or certain sectors. In such case Securityholders are exposed to a concentration risk. For example, index constituents may be shares from a single country. In the event of a generally unfavourable economic development in that country, this development may adversely impact the index level. This then also affects the value of the Securities that relate to this index. The same applies if an index is composed of shares from companies from the same sector.

If several countries or sectors are represented in an index, they may be unequally weighted in the index. This means that an unfavourable development in a country or sector with a higher weighting can adversely impact the index level.

Adverse development of the index level has a direct impact on the value of the Securities. This can negatively influence the yield of an investment in these Securities and in a worst-case scenario lead to the total loss of the capital invested.

#### **Indices calculated by the Issuer**

When making decisions about adjustments, replacements and changes, the Issuer exercises its reasonable discretion as the index administrator (§315 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB)). These measures may have an adverse effect on the development of the index and thus on the value of the Securities and the amounts to be distributed under the Securities.

#### **Other significant risk factors**

##### **Currency risk included in the index**

Index constituents may be traded in different currencies and may thus be subject to different currency effects. This is particularly the case for cross-border and cross-sector indices. In addition, it may happen that index constituents are first converted from one currency into the Relevant Currency for calculating the index. For example, an index may be calculated in EUR. However, index constituents are shares traded in EUR, Swiss francs and US dollars. In such cases Securityholders are exposed to various currency and exchange rate risks. This may not be immediately apparent to Securityholders. An unfavourable movement of a currency may have an adverse impact on index constituents affected by it. The unfavourable movement of that currency may thus have an adverse effect on the index used as the Underlying. This may have an adverse impact on the value of the Securityholders' Securities or on the Cash Amount. The higher the volatility of the relevant currency(ies) is, the greater this risk is.

### **Publication of the composition of the index not updated on an ongoing basis**

The composition of the index for some Indices is not published in full or is only published with a time lag on a website. Consequently, the composition of such index on the Internet will not match the index composition on the basis of which the index administrator calculates the index used as the Underlying. The delay may be considerable and last several months. This may lead to the calculation of the index not being fully transparent for Securityholders. Securityholders thus bear the risk that the value of the Securities calculated on the basis of the published index may differ from the actual value of the index calculated on a daily basis. If Securityholders sell their Securities at this time, they bear the risk that the selling price of the Securities is calculated on the basis of the published composition of the index. The actual value of the Securities is, however, calculated on the basis of the unpublished composition of the index. The proceeds from the sale may therefore differ from the actual value of the Securities. The longer the delay described above lasts, the higher this risk is.

### **Disruption events**

The Index Sponsor may publish a level of the index on a Business Day on which certain disruption events relating to constituents of the index occur or continue.

Even though such index level may be published, investors should note that for the purposes of the Securities the index level on such Business Day may not be a level by reference to which the Securities are traded. As a consequence, a Market Disruption in relation to the Securities may exist. After the relevant disruption event has ended, the Index Sponsor may publish a fixing level of the index in respect of each day on which a disruption event existed on the web page <http://index.db.com> or any successor page (the "**Fixing Page**") under information pertaining to the relevant index. Investors should note that any such fixing level published on the Fixing Page may be relevant for the purposes of trading the Securities and may be used by the Calculation Agent to determine the value of the Securities for such day. The longer such a Market Disruption lasts, the higher this risk is.

As a result, investors should note that liquidity in the Securities may be limited or may not exist, even if an index level is published upon occurrence or existence of a disruption event in relation to constituents of the index.

### **2.3.3.3 Risks associated with interest rates as an Underlying/regulation and reform of Underlyings (benchmarks)**

#### **The most significant risk factors**

#### **Cash amount dependent on the level of an interest rate**

Securities linked to an Interest Rate may be redeemed or settled by the Issuer by payment of an amount determined by reference to the level of the Interest Rate. The most significant risk in this context consists in fluctuations in underlying interest rates being able to adversely impact the value of the Securities. If the Cash Amount of the Securities depends on the level of an Interest Rate, unfavourable developments in this Interest Rate may, in a worst-case scenario, cause a reduction of the Cash Amount to zero (0). In this case, the relevant Security would be practically worthless on the secondary market and the investor would be exposed to the total loss of the invested amount. The higher the volatility of the underlying Interest Rate, the greater the susceptibility of Securities to fluctuations.

#### **Regulation and reform of reference items (benchmarks)**

Indices, interest rates (e.g. the London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**")), equity indices, Rates of Exchange and other types of interest rates and indices qualifying as reference items generally constitute so-called "**Benchmarks**".

## 2. RISK FACTORS

In recent periods, benchmarks have frequently been the subject of national and international regulatory regulation and reform proposals. Some reforms have already entered into force, whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or to have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**") applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which term shall, solely for the purposes of the description in this subsection, include the United Kingdom).

The Benchmark Regulation applies to "contributors", "administrators" and "users" of benchmarks in the EU. It governs the duties and obligations of all parties that are substantially involved in the preparation or calculation of benchmarks. In the case of indices, these include, for example, the administrators who design the index concept and calculate the index. However, this also includes all data suppliers who supply the administrators with the data necessary for calculating an index. The scope of the Benchmark Regulation is broad. In addition to so-called "critical benchmarks", such as LIBOR and EURIBOR, it can also include less significant benchmarks (indices).

Among other things, the Benchmark Regulation (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed), unless such benchmark administrators are exempt from the application of the Benchmarks Regulation, such as, for example, central banks and certain public authorities.

The Benchmarks Regulation, as far as applicable, could have a material impact on any Securities linked to or referencing LIBOR, EURIBOR or any other benchmark, in particular, if the methodology or other terms of LIBOR, EURIBOR or such other benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, lead to adjustments to the Terms and Conditions, including Calculation Agent determination of the rate or index level in its discretion, and have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of LIBOR, EURIBOR or such other benchmark.

Also, an Interest Rate or index which is a "benchmark" could not be used as such if its administrator does not obtain authorisation or is based in a third country which (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions. In such event, depending on the particular benchmark and the applicable terms of the Securities, among other possibilities, the Securities could be de-listed, the Terms and Conditions could be adjusted or the Securities could be redeemed early.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

It is not possible to predict whether, and to what extent, benchmarks (including EURIBOR) will continue to be published going forwards, or will continue to be calculated and published based on their current methodology. For LIBOR rates, according to publications already made by relevant supervisors, changes in their methodology, restrictions on their usability as well as the discontinuation of their publication are to be expected over the next years, starting at the end of 2021. **Accordingly, newly issued Securities still linked to LIBOR rates, or rates**

**deriving from these, are particularly likely to be subject to the negative effects described below.**

At the same time, new benchmarks have been, and will continue to be introduced, to replace existing benchmarks (such as ESTR, SOFR and SONIA). The use of these benchmarks for securities is still less established than that of prior benchmarks, and is subject to change and development, in terms of the substance of the calculation, development of rates based on such new benchmarks, and in the development and adoption of market infrastructure for the issuance and trading of relevant securities. This could result in reduced liquidity or increased volatility or otherwise affect the market price of Securities linked to such benchmarks.

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations may cause benchmarks to perform differently than in the past, or to disappear entirely, potentially without any successor, or with a successor not known yet at the time Securities are issued, or have other consequences which cannot be predicted. Any of the above factors may have (without limitation) the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to a benchmark; (ii) trigger changes in the rules or methodologies used in the benchmark and/or (iii) lead to the disappearance of the benchmark, or end its usability or actual use. This could have a material adverse effect on the value of, and return on, any Securities linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark. The Calculation Agent may be entitled to make corresponding adjustments to the conditions of Reference Item linked Securities or to redeem such Securities early.

If such benchmark were discontinued or otherwise unavailable, were no longer permitted for use by the Issuer (due to lack of authorisation of the administrator or otherwise), were subject to an official announcement by a relevant supervisor stating that the benchmark is no longer representative of any relevant underlying market(s), or were its methodology of calculation to be materially changed, the applicable benchmark will then be determined by the fall-back provisions set out in the Terms and Conditions which may (depending on market circumstances at the relevant time, including uncertainty concerning availability of replacement rates) not operate as intended. The fall-back provisions may in certain circumstances (i) result in the Calculation Agent determining a replacement benchmark (if any at the relevant time) to be used, with or without the application of an adjustment spread (which, if applied, could be positive or negative, and would be applied with a view to eliminating or at least reducing, to the extent reasonably practicable in the circumstances, any transfer of economic value between the Issuer and Securityholders arising out of the replacement of the relevant benchmark) and making such other adjustments to the terms of the Securities as it determines appropriate to account for such replacement, or (ii) result in the early redemption of the Securities.

In addition, following an amendment of the Benchmark Regulation in 2021, benchmarks which Securities are linked to can, under certain conditions, by law be replaced by other benchmarks if so provided in an implementing act, which could also provide for the application of an adjustment spread and other changes to the terms of the Securities.

Any replacement benchmark will, unless it itself becomes subject to circumstances described above, be used for the remainder of the life of the Securities, regardless of any change in industry or market practice as to the appropriate replacement for the benchmark originally anticipated.

Any such replacement and adjustment may result in an Interest Rate, index or other relevant benchmark in respect of the Securities which is different (and may be lower) and may perform differently from the one originally anticipated. The impact of this, and particularly a replacement of the original benchmark, on the performance of Securities can be particularly severe in cases where amounts due under the Securities track changes in the level of the benchmark in a leveraged way, or are dependent on the benchmark reaching certain barriers or thresholds.

All this could adversely affect the value, liquidity or performance of relevant Securities. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the application of the Benchmarks Regulation or any other

relevant international or national reforms and any benchmark provisions of the Securities as described above in making any investment decision with respect to any relevant Securities.

### **2.3.3.4 Risks associated with precious metals as an Underlying**

#### **The most significant risk factors**

##### **Risks from the market price movement of precious metals**

The market price of precious metals is subject to stronger fluctuations than the market price of other possible Underlyings, e.g. shares, other Securities or foreign currencies. The markets for precious metals also frequently have lower liquidity than those of other Underlyings. Markets for precious metals are therefore more susceptible to illiquidity (due to a lack of turnover) or price distortions (e.g. due to other market participants' speculative transactions). The more of these factors concur, the greater the risk is. Investors therefore bear the risk of relatively strong price fluctuations or the illiquidity of the Underlying, and thus unforeseeable losses in value of the Securities or a reduction of the Cash Amount, in a worst-case scenario to zero (0).

##### **Risks from the countries that produce precious metals**

Many precious metals are mined in emerging market countries. Adverse political changes (e.g. war, embargo) or economic problems may strongly impact the market price of precious metals and may reduce the value of the Securities or the Cash Amount to zero (0) in a worst-case scenario.

### **2.3.4 Risk factors during the term of the Securities**

#### **The most significant risk factors**

##### **The Securities may be Illiquid**

It is not possible to predict if and to what extent a secondary market may develop in the Securities or at what price the Securities will trade in the secondary market or whether such market will be liquid. If the Securities are listed or quoted or admitted to trading on a stock exchange, no assurance is given that any such listing or quotation or admission to trading will be maintained. Higher liquidity does not necessarily result from a listing, quotation or admission to trading.

If the Securities are not listed or quoted or admitted to trading on any stock exchange or quotation system, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The liquidity of the Securities may also be affected by restrictions on offers and sales of the Securities in some jurisdictions.

Even where an investor is able to realise its investment in the Securities by selling this may be at a substantially lower value than its original investment in the Securities. Depending on the structure of the Securities, the realisation value at any time may be almost zero (0), which means almost a total loss of the capital invested. In addition, a transaction fee may be payable in respect of a sale of the Securities.

#### **Other significant risk factors**

##### **Risks associated with determinations by the Calculation Agent**

The Terms and Conditions specify that the Calculation Agent has a certain scope for discretion in connection with its decisions regarding the Securities, e.g.:

- when determining a Market Disruption and when determining whether a Market Disruption is material;

- when adjusting the Terms and Conditions; and
- when determining the Cash Amount.

The Calculation Agent makes such determinations in its reasonable discretion on the basis of §315 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB) if German law applies to the Securities according to the Terms and Conditions. When exercising discretion, the interests and the effect of possible determinations on both sides are in any event taken into account. Securityholders should note that a determination made by the Calculation Agent in its own discretion may have an adverse impact on the value of the Securities. The amounts payable under the Securities may also be affected by the adverse effect of such a determination by the Calculation Agent.

### **2.3.5 Risks associated with the tax treatment of the Securities**

#### **The most significant risk factors**

##### **Change in the tax treatment**

The most significant risk associated with the tax treatment of the Securities consists in changes in tax law or tax practice.

Tax law, fiscal court case law and administrative practice of financial authorities are subject to unforeseeable change, possibly even with retroactive effect. For example, the tax treatment of the Securities may change compared to the time of acquisition. For this reason Securityholders bear the risk that they wrongly assess taxation of income from an investment in the Securities. Consequently, the expected income from the purchase of Securities may, under some circumstances, be considerably lower than the actual income generated.

##### **Tax risks associated with the transfer of securities**

Potential investors in Securities should also be aware that when transferring Securities they may be required to pay stamp taxes or other charges in connection with such a transfer, depending on the applicable laws of the country where the Securities are transferred. According to §10 of the General Conditions of the Securities, any payment or delivery by the Issuer under the Securities may be conditional upon the payment of certain taxes, duties or expenses as provided in the Terms and Conditions. Consequently, the expected income from the purchase of Securities may, under some circumstances, be considerably lower than the actual income generated.

#### **Other significant risk factors**

##### **Securityholders bear the risk that tax will be withheld under the US rules on foreign accounts tax compliance.**

The implementation of the US Foreign Accounts Tax Compliance Act (FATCA)<sup>1</sup> may lead to the following result: US withholding tax will be levied on the Issuer's payments in connection with the Securities. The tax may be deducted in the amount of 30% of all the Issuer's payments in connection with the Securities. However, the Securities are held by the clearing system in global bearer certificates. It is therefore unlikely that taxes will be withheld from the Issuer's payments to the clearing system. FATCA may, however, have to be applied to the subsequent payment chain. The payment chain consists of the following payments: the payments by the Issuer to the clearing system, from the clearing system to the paying agents, from the paying agents to the custodians and from the custodians to the relevant Securityholder.

US withholding tax may thus have to be deducted from the Issuer's payments in connection with the Securities. In this case, Securityholders will not receive any payment for this deduction

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<sup>1</sup> Foreign account tax compliance provisions of the US Hiring Incentives to Restore Employment Act 2010.



that compensates for the deduction. This is because neither the Issuer nor any paying agent or any other person is obliged to make such a compensation payment to the Securityholders. Securityholders may therefore receive lower amounts than expected.

**Securityholders bear the risk of the Issuer's payments in connection with the Securities being subject to US withholding tax in accordance with section 871(m) of the US Internal Revenue Code<sup>2</sup>.**

Section 871(m) of the US Internal Revenue Code and the associated regulations require taxes to be withheld for certain financial instruments such as Securities. This means that the Issuer or the paying agent withholds tax from the cash amount, redemption amount or interest. The amount withheld in this way is then transferred to the US tax authority. The tax is levied on all payments to Securityholders that are contingent upon or determined by reference to the payment of dividends from sources within the United States. Payment has a broad definition here. It also covers any other amounts paid to Securityholders by the Issuer that are contingent upon or determined by reference to dividends from sources within the United States.

For Securities with a US share or a US index as the Underlying, according to US regulations the following applies: All the Issuer's payments or other amounts deemed payments paid by the Issuer in connection with Securities are treated as equivalents to dividends ("**Dividend Equivalents**"). The payments or the amounts deemed payments are subject to US withholding tax of 30%. The tax rate may be lower if the applicable double taxation agreement (DTA) specifies a lower tax rate.

All Securities under this Securities Note may thus be subject to US withholding tax if the Underlying is a US share or a US index.

**Important:** Withholding may be necessary even in the following situations: According to the Terms and Conditions, no payment at all is made that is contingent upon or determined by reference to the payment of a dividend from a source within the United States. The same applies even in the cases where **no** adjustment of the Terms and Conditions is made when a dividend or another Distribution is paid from a source within the United States.

The following also applies for US withholding tax in accordance with section 871(m): US withholding tax may have to be deducted from interest, principal or other payments by the Issuer in connection with the Securities. In this case, Securityholders will not receive any payment for this deduction that compensates for the deduction. This is because neither the Issuer nor any paying agent or any other person is obliged to make such a compensation payment to the Securityholders. Securityholders may therefore receive less interest or principal than expected.

In the worst case, the payments to be made in respect of the Security would be reduced to zero. The tax to be paid may even exceed the amount that Securityholders would have received from the Issuer of the Securities. Securityholders may then have to pay tax although they have not received any payment from the Issuer. Securityholders may even have to pay tax if the Security expires without value.

### 2.3.6 Other risks

#### **The most significant risk factors**

##### **No deposit guarantee scheme**

In the event of Insolvency of the Issuer, the Issuer's liabilities relating to the Securities are not secured nor are the Securityholders protected by any statutory or voluntary deposit guarantee system or other compensation scheme. In the event of Insolvency of the Issuer, investors may thus experience a total loss of their investment in the Securities.

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<sup>2</sup> Internal Revenue Code

## Regulatory Bail-in and other Resolution Measures

### Laws enable the competent resolution authority to also take measures in respect of the Securities. These measures may have an adverse effect on the Securityholders.

The Issuer is subject to the Bank Recovery and Resolution Directive 2014/59/EU ("**BRRD**") as well as the relevant technical standards and guidelines from EU regulatory bodies (for example the European Banking Authority (EBA) and the European Securities and Markets Authority (ESMA)), which, *inter alia*, provide for capital requirements for credit institutions, recovery and resolution mechanisms. The Issuer is also subject to the Single Resolution Mechanism. The Single Resolution Mechanism and BRRD enable a range of tools to be used in relation to credit institutions and investment firms considered to be at risk of failing.

The Securities of the Issuer described in this Securities Note are subject to the resolution regime for CRR credit institutions introduced in Germany with the Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*, or the "**SAG**"), under which, for instance, shareholders and creditors who have acquired financial instruments issued by such credit institutions may have to assume part of their losses and the costs of resolution ("**Regulatory Bail-in**").

If the legal requirements are met in respect of the Issuer, BaFin, as the resolution authority, may, in addition to other measures, write down Securityholders' claims from the Securities in part or in full or convert them into equity (shares) of the Issuer ("**Resolution Measures**"). Other Resolution Measures available include (but are not limited to) transferring the Securities to another entity, varying the terms and conditions of the Securities (including, but without limitation to, varying the maturity of the Securities) or cancelling the Securities. The competent resolution authority may apply Resolution Measures individually or in any combination.

If the resolution authority takes Resolution Measures, Securityholders bear the risk of losing their claims from the Securities. In particular, this includes their claims for payment of the cash amount or redemption amount or for delivery of the delivery item.

Securityholders therefore also lose their claims arising from the Securities in cases when Securityholders' claims are converted into shares in the Issuer. If this happens, Securityholders bear all the risks of a shareholder of the Issuer. The Issuer's share price will usually have fallen sharply in such a situation. Securityholders are therefore likely to incur a loss under these circumstances. The same applies if the Securityholders' claims against the Issuer are reduced to zero in full or in part. A considerable risk of loss, up to and including the **risk of total loss**, thus exists for Securityholders.

The resolution authority can also order that the Issuer's payment and delivery obligations – e.g. under the Terms and Conditions towards the Securityholders or the option of Securityholders to exercise any termination rights or other rights to create, alter or terminate legal relationships by unilateral declaration (*Gestaltungsrechte*) under the Terms and Conditions – are suspended until the end of the Business Day following the announcement of the resolution order. Under certain circumstances the resolution authority may revise the Terms and Conditions or order the revocation or suspension of the trading of the Issuer's Securities on a regulated market or of their Listing.

The competent resolution authority will have to exercise the Regulatory Bail-in in a way that results in (i) common equity tier 1 instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) subsequently, the principal amount of other capital instruments (additional tier 1 instruments and tier 2 instruments) being written down on a permanent basis or converted into common equity tier 1 instruments in accordance with their order of priority, (iii) subsequently, the Issuer's unsecured and subordinated liabilities that are not additional tier 1 instruments or tier 2 instruments being written down on a permanent basis or converted into common equity tier 1 instruments, and (iv) finally, the Issuer's unsecured and unsubordinated liabilities (unless exempted by the Regulation 806/2014 (the "**SRM Regulation**"), the BRRD or the SAG) – such as those under the unsubordinated securities – being written down on a permanent basis or converted into

common equity tier 1 instruments in accordance with their order of priority under § 46f (5)-(9) of the German Banking Act (*Kreditwesengesetz*, "**KWG**") as set out below (see Risk factor "*Risks arising from the Ranking of Senior Non-Preferred Securities*"). Within the mentioned ranks, the competent resolution authority is generally required to include all relevant liabilities within any Resolution Measures. However, in exceptional circumstances, it may exclude certain liabilities in whole or in part, including where it is not practicable to effect their bail-in within a reasonable time. Accordingly, liabilities of the same rank could be treated differently by the resolution authority.

The Securityholders are bound by any Resolution Measures. Under the Terms and Conditions of the Securities, the Securityholders agree to such measures. They would have no claim or any other right against the Issuer arising out of any Resolution Measure. Depending on the Resolution Measure, there would be no obligation of the Issuer to make payments under the Securities. The extent to which payment obligations under the Securities may be affected by Resolution Measures would depend on a number of factors that are outside the Issuer's control, and it will be difficult to predict when, if at all, Resolution Measures will occur. The exercise of any Resolution Measure would not constitute any right to terminate the Securities. Potential investors should consider the risk that they may lose all of their investment, including the principal amount plus any accrued interest, if Resolution Measures are initiated, and should be aware that extraordinary public financial support for troubled banks, if any, would only potentially be used as a last resort after having assessed and exploited, to the maximum extent practicable, the Resolution Measures, including Regulatory Bail-in.

The German Credit Institution Reorganisation Act (*Kreditinstitute-Reorganisationsgesetz* – "**KredReorgG**") also enables BaFin to encroach on Securityholders' claims from the Securities. This happens within the framework of reorganisation proceedings. Such measures may also include the reduction of Securityholders' claims from the Securities and the suspension of payments. A considerable risk of loss, up to and including the **risk of total loss**, thus exists for Securityholders. If there is any danger regarding the Issuer satisfying its liabilities, BaFin can take various measures. These include, for example, imposing a temporary payment ban on the Issuer. Securityholders may not then demand any payments from the Securities from the Issuer for the duration of the payment ban.

### **Risks arising from the Ranking of Senior Non-Preferred Securities**

The German Banking Act (*Kreditwesengesetz*, "**KWG**") establishes a category of securities which are not subordinated, but rank below other unsubordinated notes of banks (§ 46f (6) KWG). As a consequence, in the event of insolvency proceedings or Resolution Measures affecting the Issuer, these senior non-preferred securities rank below other unsubordinated (senior preferred) obligations of the Issuer, such as debt instruments that are "structured" as defined in § 46f (7) KWG, derivatives, money market instruments and deposits, and in priority to subordinated liabilities of the Issuer. Thus, such senior non-preferred securities would bear losses before other unsubordinated liabilities of the Issuer.

Since 21 July 2018, only those unsecured and unsubordinated debt instruments will qualify as senior non-preferred securities, which are not only "non structured" and have at the time of their issuance a maturity of at least one year, but also explicitly refer to the lower ranking in their terms and conditions and any related prospectus.

### **Risks associated with the Eligible Liabilities Format**

If Eligible Liabilities Format is specified to apply in the Specific Terms of the Securities, the Issuer expects that it will use the Securities to fulfill particular minimum capital requirements under international and EU banking resolution rules (as described under "**Regulatory Bail-in and other Resolution Measures**"). In this case, 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. Furthermore 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, then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary. These restrictions may limit the rights of the Issuer and, in particular, of the Securityholders and might expose them to the risk that their investment will have a lower potential return than expected.

Also, the Issuer or its Affiliates may not be willing or able to act as market maker for the Securities. Market making and any other repurchase or any redemption or termination of the Securities prior to their scheduled maturity would require the prior approval of the competent authority in this case. Without approval for repurchase, the liquidity of the Securities would be very limited or might even completely cease, which could make divestiture practically impossible. If the Securities were nevertheless redeemed or repurchased without regulatory preapproval, then the amounts paid to the Securityholders would have to be returned to the Issuer irrespective of any agreement to the contrary.

Eligible Liabilities Format may be selected both for securities issued as senior non-preferred and certain securities issued as senior preferred. The latter securities may include securities only providing for interest payments, without any derivative elements, and certain securities with derivative elements. In so far, Directive (EU) 2019/879 has amended the BRRD (now the "**BRRD II**") to clarify the scope of liabilities that are intended to be eligible for the purposes of the minimum requirement for own funds and eligible liabilities ("**MREL**"). A new Article 45b para. 2 BRRD notably covers securities with embedded derivatives where the principal amount is known at the time of issuance, is fixed or increasing, subject to further conditions.

### **Risks for Securities that are secured by a segregated pool of collateral assets in relation to a Regulatory Bail-in**

There is no certainty that Securities that are secured by a segregated pool of collateral assets will be classified as secured liabilities within the meaning of the SRM Regulation and/or the SAG. Further, even if such Securities are classified as secured liabilities, in case the value of the Securities exceeds the value of the collateral provided for the Securities, the Bail-in Tool may, pursuant to the SRM Regulation and the SAG, be applied to the part of the Securities which exceeds the value of the collateral provided for such Securities. Thus, if the Issuer is failing or likely to fail, the competent resolution authority could come to the conclusion that the collateral is not sufficient to secure the Securities or parts thereof as required by the SRM Regulation and the SAG and apply the Bail-In Tool to all or part of the Issuer's obligations under such Securities. It could also apply other resolution measures, such as the transfer of the Securities to another debtor or a variation of the Conditions of the Securities. Such measures could result in a scenario where payment obligations under such Securities are not met, and Securityholders lose part or all of their invested capital.

### 3. GENERAL INFORMATION ON THE SECURITIES NOTE

#### 3. GENERAL INFORMATION ON THE SECURITIES NOTE

This chapter contains general information on the Securities Note. Investors can find information here on the form and publication of the Securities Note and on its approval and manner of notification. Included in addition are the persons responsible for this Securities Note and other information to be noted in connection with the Securities Note and its use (in particular by third parties). The end of the chapter sets out the external sources/documents that contain significant information for investors in addition to the Securities Note.

An overview of the different sections that this chapter covers is presented below.

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#### 3.1 Structure of the Securities Note

This Securities Note has ten chapters, whose content is briefly described below.

The chapter entitled "**1. General Description of the Offering Programme**" contains a general description of the Programme and its essential characteristics. In addition to general information on the Offering Programme, it provides information on the Issuer, the products issued under the Programme and the distribution, admission to trading and listing of the Securities.

The chapter entitled "**2. Risk Factors**" describes all factors considered by the Issuer to be significant for potential investors in order to assess the risks associated with the Securities.

The chapter entitled "**3. General Information on the Securities Note**" contains general information on the Securities Note. Investors can find information here on the form and publication of the Securities Note and on its approval and manner of notification. Included in addition are the persons responsible for this Securities Note and other information to be noted in connection with the Securities Note and its use (in particular by third parties). The end of the chapter sets out the external sources/documents that contain significant information for investors in addition to the Securities Note.

The chapter entitled "**4. General Information on the Securities**" contains general information on the Securities. This includes information on the distribution and offering, listing and tradability, as well as on the form, rating, status and ranking of Securities under insolvency law and statutory resolution mechanisms. In addition to conflicts of interest, the use of proceeds and the functions of the calculation and paying agents, this section also describes determining

### 3. GENERAL INFORMATION ON THE SECURITIES NOTE

factors of market price. It describes the redemption of the Securities, as well as any Market Disruption or other events that could affect the standard term or settlement of the Securities.

The chapter entitled "**5. General Information on the Underlying**" contains general information on the Underlyings. This includes the various types of Underlyings, sources on the performance of Underlyings, information in connection with Underlyings in the form of indices (including Proprietary Indices), and particularly information on Reference Items within the meaning of EU regulations and other related matters.

The chapter entitled "**6. General Conditions of the Securities**" contains the general provisions that may apply equally to all product categories of the Securities. These constitute the Issuer's and the investors' relevant rights and obligations in respect of the Securities. The General Conditions of the Securities, together with the Specific Terms of the Securities, form the relevant Terms and Conditions of the Securities.

The chapter entitled "**7. Specific Terms of the Securities**" defines all the possible economic terms that may apply to the Securities. These are presented in the form of definitions and the various options are shown with the aid of square brackets and instructions shown in italics and highlighted in colour.

The chapter entitled "**8. How the Securities Work**" contains the descriptions of the Securities that explain how the relevant Securities work and their characteristics.

The chapter entitled "**9. Form of the Final Terms**" contains a template for the Final Terms that the Issuer will prepare and publish separately for every issue of Securities it effects within the Programme. With the aid of square brackets and instructions shown in italics and highlighted in colour, the template illustrates the possible options that may apply to each issue. The fully completed Final Terms specify the relevant information for the specific offering, which is only relevant for the Security offered in each case.

The chapter entitled "**10. General Information on Taxation and Selling Restrictions**" contains information on certain tax aspects in respect of the Securities that can be issued under this Securities Note. It also addresses restrictions regarding buying/selling these Securities and regarding use of this Securities Note in certain countries that investors should carefully consider before investing in the Securities.

#### 3.2 Form of the Securities Note

This document constitutes a securities note ("**Securities Note**") in accordance with Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC ("**Prospectus Regulation**"), which, as supplemented, together with the Registration Document dated 4 May 2022, as supplemented ("**Registration Document**"), is part of a Base Prospectus ("**Base Prospectus**" or "**Prospectus**") in accordance with Articles 6(3) and 8(6) of the Prospectus Regulation. The Securities Note and the Registration Document are thus separate documents according to Article 10 of the Prospectus Regulation, which each form part of the Base Prospectus.

The Securities Note contains all relevant information which was known at the time the Securities Note was approved. A Securities Note does not contain all the information necessary for an investment decision, since the design of the respective Security will be described in the issue-specific final terms of the offer ("**Final Terms**"), rather than on publication of the Securities Note. A Securities Note thus presents a description of the possibilities for the Securities that may be issued under the Securities Note.

Final Terms are prepared for the Securities in each case. These contain the information that can only be determined at the time of the individual issue of Securities under the Securities Note. No investment decision should be made until the Final Terms for the relevant Securities have been read in detail.

### 3. GENERAL INFORMATION ON THE SECURITIES NOTE

This Securities Note must be read together with

- the Registration Document of the Issuer,
- any supplements to the Base Prospectus or the Registration Document and
- the Final Terms prepared for the relevant Securities.

#### 3.3 Publication of the Securities Note

This Securities Note, the Registration Document, any supplements to the Base Prospectus or the Registration Document and all documents from which information is incorporated in this Securities Note by reference are published in electronic form on the Issuer's website ([www.xmarkets.db.com](http://www.xmarkets.db.com)) and can be accessed there.

In addition, the Securities Note, the Registration Document dated 4 May 2022, any supplements to the Base Prospectus or the Registration Document and all documents from which information is incorporated in the Securities Note by reference are available free of charge in printed form from the Issuer.

Final Terms are published on one of the following websites of the Issuer: [www.xmarkets.db.com](http://www.xmarkets.db.com) or [www.investment-products.db.com](http://www.investment-products.db.com). The Final Terms will additionally be published (i) in case of admission to trading of the Securities on the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)), (ii) in case of admission to trading of the Securities on the Borsa Italiana MOT regulated market, on the website of Borsa Italiana ([www.borsaitaliana.it](http://www.borsaitaliana.it)), (iii) in case of admission to trading of the Securities on the Euronext Lisbon regulated market or in case of a public offering of the Securities in Portugal, on the website of the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) ([www.cmvm.pt](http://www.cmvm.pt)) and (iv) in case of admission to trading of the Securities on a Spanish stock exchange or AIAF on the website of the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores) ([www.cnmv.es](http://www.cnmv.es)).

The relevant Final Terms additionally specify at which of the following offices of the Issuer such Final Terms are available free of charge in printed form:

- Deutsche Bank AG, Taunusanlage 12, 60325 Frankfurt am Main or Mainzer Landstraße 11-17, 60329 Frankfurt am Main,
- London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB,
- Milan Branch, Via Filippo Turati 27, 20121 Milan, Italy,
- Portuguese Branch, Rua Castilho, 20, 1250-069 Lisbon, Portugal,
- Spanish Branch, Paseo De La Castellana, 18, 28046 Madrid, Spain, and
- Zurich Branch, Uraniastrasse 9, P.O. Box 3604, CH-8021 Zurich, Switzerland (where they can also be ordered by telephone +41 44 227 3781 or fax +41 44 227 3084).

#### 3.4 Approval and notification of the Base Prospectus

Potential investors should note that

- a) this Securities Note has been approved in accordance with the Prospectus Regulation by the German Federal Financial Supervisory Authority ("**BaFin**") as the competent authority,
- b) BaFin only approves this Securities Note regarding the standards of completeness, comprehensibility and consistency in accordance with the Prospectus Regulation,
- c) such approval should not be deemed to be confirmation of the quality of the Securities that are the subject of this Securities Note and
- d) investors should make their own assessment of whether the Securities are appropriate for investment.

### 3. GENERAL INFORMATION ON THE SECURITIES NOTE

The information on websites which are referred to in this Securities Note by means of hyperlinks is not part of the Securities Note and has not been reviewed or approved by BaFin.

The Issuer intends to notify the Base Prospectus consisting of this Securities Note and the Registration Document to the competent authorities of Belgium, Italy, the Principality of Luxembourg, Norway, Sweden and Spain.

The Issuer also intends to register the Base Prospectus in Switzerland as a foreign prospectus that is also deemed to be approved in Switzerland, for inclusion on the list of approved prospectuses, filing and publication according to the relevant Swiss Legal Provisions.

#### 3.5 Responsible persons

Deutsche Bank Aktiengesellschaft (the "**Responsible Person**" and together with its subsidiaries and other affiliates "**Deutsche Bank**"), with its registered office in Frankfurt am Main assumes responsibility for the contents of this Securities Note in accordance with the second sentence of Article 11(1) of the Prospectus Regulation. It confirms that to the best of its knowledge, the information in this Securities Note is in accordance with the facts and that the Securities Note makes no omission likely to affect its import.

In connection with the offering or sale of the Securities, no person has the right to disseminate any information or make any statements that are not included in this Securities Note. If such information has been disseminated or statements made, they must not be relied upon as having been authorised by the Issuer. Neither the Securities Note nor any further information supplied in connection with the Securities is intended to provide the basis of any credit evaluation.

Neither the Securities Note nor any other information supplied in connection with the Securities constitutes an offer by or on behalf of the Issuer or any other person to subscribe for or purchase any Securities.

The distribution of this Securities Note or the offering of the Securities in certain jurisdictions may be restricted by law. The Issuer does not represent that this Securities Note may be lawfully distributed, or that the Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption available thereunder, and does not assume any responsibility for facilitating any distribution or offering. The Securities may only be directly or indirectly offered or sold in compliance with the laws and regulations applicable in the relevant country. The same applies to the publication or distribution of this Securities Note, any advertisement or any other offering material. Persons in possession of this Securities Note must inform themselves about, and observe, any such restrictions. Please refer to "General Selling and Transfer Restrictions" contained in the chapter entitled "10. General Information on Taxation and Selling Restrictions".

#### 3.6 Information from third parties

The Issuer confirms that the information sourced from third parties contained in this Securities Note has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from the information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer makes no representation as to the correctness or completeness of such information.

If additional information from third parties is included in the relevant Final Terms (e.g. with regard to information on the Underlying), the source from which this information has been taken is specified at the relevant place in the document.

In addition, the relevant Final Terms may refer to websites with information on the Underlying. These websites may then refer, as an information source for describing the Underlying, to websites whose content may be used as an information source for describing the Underlying and as information about the price performance of the Underlying. The Issuer makes no representation as to the correctness or completeness of the data presented on these websites.



### 3. GENERAL INFORMATION ON THE SECURITIES NOTE

#### 3.7 Consent to use of this Securities Note

The Issuer consents to the use of this Securities Note as long as this Securities Note is valid in accordance with Article 12 of the Prospectus Regulation and accepts responsibility for the contents of this Securities Note also with respect to subsequent resale or final placement of Securities by any Financial Intermediary to whom consent has been given to use this Securities Note.

Such consent may be given to all (general consent) or only individual (individual consent) Financial Intermediaries, as stated in the Final Terms, and for Germany as well as the member states, in which the Base Prospectus has been passported and which will be indicated in the relevant Final Terms.

Such consent by the Issuer is subject to

- (i) each dealer or Financial Intermediary complying with the terms and conditions described in this Securities Note and the relevant Final Terms,
- (ii) the consent to use the Prospectus not being revoked and
- (iii) each dealer or Financial Intermediary, when using the Prospectus, ensuring that it observes all applicable legal requirements and offers the Securities only in accordance with the applicable selling restrictions.

The distribution of this Prospectus, any supplement to this Prospectus, if any, and the relevant Final Terms as well as the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law.

Each dealer and each Financial Intermediary, if any, and each person into whose possession this Prospectus, any supplement to this Prospectus, if any, and the relevant Final Terms come is required to inform itself about and observe any such restrictions. The Issuer reserves the right to withdraw its consent to the use of this Prospectus in relation to certain dealers or all Financial Intermediaries.

**If an offer is made by a Financial Intermediary, this Financial Intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made.**

**If the Final Terms state that the consent to use the Prospectus is given to all Financial Intermediaries (general consent), any Financial Intermediary using the Prospectus must state on its website that it uses the Prospectus in accordance with the consent and the conditions attached thereto.**

**If the Final Terms state that the consent to use the Prospectus is given to one or more Financial Intermediaries (individual consent), any new information with respect to Financial Intermediaries unknown at the time of the approval of the Prospectus or the filing of the Final Terms will be published on the Issuer's website [www.xmarkets.db.com](http://www.xmarkets.db.com) and can be viewed there.**

## 4. GENERAL INFORMATION ON THE SECURITIES

### 4. GENERAL INFORMATION ON THE SECURITIES

This chapter contains general information on the Securities. This includes information on the distribution and offering, listing and tradability, as well as on the form, rating, status and ranking of Securities under insolvency law and statutory resolution mechanisms. In addition to conflicts of interest, the use of proceeds and the functions of the calculation and paying agents, this section also describes determining factors of market price. It describes the redemption of the Securities, as well as any Market Disruption or other events that could affect the standard term or settlement of the Securities.

An overview of the different sections that this chapter covers is presented below.

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### 4.1 General

Under this Securities Note, the Issuer may

- issue new Securities,
- increase the Issue Volume of Securities that have already been issued, and/or
- apply for the admission of Securities to trading, or their inclusion in trading, on a regulated or other market.

Securities may be distributed by way of private or public placement. The method of distribution will be stated in the Final Terms.

An explanation of the various possible product types of Securities is provided in chapter "8. How the Securities work" of this Securities Note. That chapter describes, in particular, how the value of the Securities is influenced by the value of the Underlying.

The specific name and characteristics of the Securities and/or other information on the individual issues will not be defined until shortly before the publication of the Final Terms. This information will be specified and published in the Final Terms and will include the following data, by way of example:

- International Securities Identification Number (ISIN)/German security identification number (WKN),
- Issue Date,
- Settlement Date,
- Issue Volume,
- Settlement Currency and
- Underlying.

A sample of the Final Terms can be found in chapter "9. Form of Final Terms" of this Securities Note.

### 4.2 Interests of natural and legal persons involved in the issue/offering of the Securities

References in this section to the Underlying shall be deemed to include any of its constituents and Reference Items, if applicable.

#### ***Market-making or other transactions involving the Underlying***

The Issuer or a third party acting on its behalf may, in certain cases, act as a market-maker for the Underlying, which might in particular be the case when the Issuer has also issued the Underlying. It is, however, not required to do so, unless otherwise stated. This "market-making" results in the market-maker exerting a significant influence over the price or level of the

#### 4. GENERAL INFORMATION ON THE SECURITIES

Underlying and, as a result, over the value of the Securities. The prices quoted by such market-maker will not always correspond to the prices which would have formed without such market-making in a liquid market. Due to the leverage effect associated with derivative securities, changes in the value of the Underlying can have a disproportionate impact on the value of the Securities, which may be detrimental from the perspective of the Securityholders.

The Issuer or Affiliates may engage in other transactions involving the Underlying for their proprietary accounts and for accounts under their management. Such transactions may affect the price or level of the Underlying and consequently the value of the Securities.

Circumstances taken into account by the market-maker when setting the quoted bid-offer prices in the secondary market notably include the Securities' fair value, which, among other things, depends on the value of the Underlying, as well as a certain bid-offer spread targeted by the market-maker. The market-maker will in addition regularly take into account a subscription surcharge originally levied on the Securities and any fees or costs which at maturity or settlement of the Securities are to be subtracted from any cash amount due (including management, transaction or other fees charged on the basis of the Terms and Conditions). Furthermore, the prices quoted in the secondary market will be influenced, for example, by a premium on the Securities' original value contained in their issue price (see section "Issue Price" below), and by dividends paid or expected on the Underlying or its constituents, or other proceeds which, due to the Securities' design, are economically attributable to the Issuer.

The bid-offer spread for the Securities will be set by the market-maker based on supply and demand for the Securities and certain revenue considerations.

Certain costs, like for example management fees charged on the basis of the Terms and Conditions, are in many cases not taken out of the quoted prices on a consistent basis over the term of the Securities (*pro rata temporis*), but are subtracted from the Securities' fair value completely at an earlier point in time, as determined by the market-maker in its discretion. The same applies for a premium contained in the Issue Price of the Securities and for dividends and other proceeds of the Underlying which, because of the design of the Securities, are economically attributable to the Issuer. These are often subtracted not only when the Underlying, or its constituents, are traded "ex-dividend", but already at an earlier point during the term based on expected dividends for the entire term or a certain time span. The rate at which such costs are subtracted depends, *inter alia*, on the level of net flow back of Securities to the market-maker.

Accordingly, the prices quoted by the market-maker can differ substantially from the fair value of the Securities, or the value to be expected economically on the basis of the factors mentioned above, at the relevant time. In addition, the market-maker can at any time alter the methodology used to set the quoted prices, e. g. increase or decrease the bid-offer spread.

If Eligible Liabilities Format is specified to apply in the Final Terms, the Issuer, its affiliates and agents may not be willing or able to act as market-maker for the Securities. Market-making and any other repurchase or any redemption or termination of the Securities prior to their scheduled maturity would require the prior approval of the competent authority. If the Securities are redeemed or repurchased without regulatory preapproval, then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.

##### ***Entering into or liquidating Hedging Arrangements***

The Issuer may use all or some of the proceeds received from the sale of the Securities to enter into Hedging Arrangements involving the Underlying. These Hedging Arrangements can have an impact on the price of the Securities. The value of the Securities might in particular be affected by the liquidation of all or a portion of the hedging positions, e.g. (a) at or about the time of the maturity or expiration of the Securities or (b) at the time when the price or level of the Underlying approaches the relevant price or level for a knock-out, knock-in or similar feature of the Securities.

## 4. GENERAL INFORMATION ON THE SECURITIES

### ***Issuing of derivative instruments in respect of the Underlying***

The Issuer and its Affiliates may issue derivative instruments in respect of the Underlying (if any) which compete with the Securities, and thus may have a negative impact on the value of the Securities.

### ***Acting as underwriter or otherwise for the issuer of Underlying***

The Issuer or Affiliates may also act as underwriter in connection with future offerings of the Underlying or may act as financial advisor to the issuer of an Underlying or in a commercial banking capacity for the issuer of an Underlying. In such cases, the Issuer would be acting in the interest of the issuer of this Underlying, which could give rise to a conflict with the interests of the Securityholders. As a result, activities like these could have an adverse impact on the value of the Securities from the perspective of the Securityholders.

### ***Business relationships***

The Issuer and its Affiliates may have a business relationship with the issuer of the Underlying. This sort of business relationship can be characterised, for example, by:

- the granting of a loan,
- depositary activities,
- activities relating to risk management, or
- consultancy and trading activities.

This may have a negative impact on the value of the Securities.

In relation to the Securities, this means that the Issuer may take the measures that it considers appropriate to protect its own interests arising from this business relationship. This may give rise to a conflict of interest on the part of the Issuer. In this respect, the Issuer is not required to take into account the impact on the Securities and on the Securityholders.

The Issuer may execute transactions and enter into, or be involved in, transactions that affect the value of the Underlying. Transactions like these could have an adverse impact on the value of the Securities from the perspective of the Securityholders.

### ***Non-public information/research***

The Issuer or Affiliates may acquire non-public information with respect to the Underlying which they are not authorised to disclose to Securityholders. The Issuer and Affiliates may also publish research on the Underlying. These activities may affect the value of the Securities and, as a result, give rise to conflicts of interest.

### ***Indices calculated by the Issuer***

In cases involving Securities that have an index as their Underlying, the Issuer or an Affiliate may assume functions in connection with the index calculation. The Issuer may act as the index administrator, index Calculation Agent, consultant regarding the composition of the index or in a comparable capacity. Conflicts of interest can arise as a result of assuming the function of issuer on the one hand, and index administrator, etc. on the other. This is because the assumption of such a function means that the Issuer or an Affiliate can carry out measures including the following:

- calculation of the index level,
- adjustments to the index concept,
- replacement of index components,
- changes in the composition and/or weighting of the index.

## 4. GENERAL INFORMATION ON THE SECURITIES

### ***Issuer acting in other capacities***

The Issuer or Affiliates may assume other functions in respect of the Securities, e.g. the role of Calculation Agent or Agent. Such functions can allow the Issuer or Affiliates to calculate the value of the Underlying or to determine the composition of the Underlying. Failure to perform, or improper performance of, the obligations associated with these functions could have an adverse impact on the Market Value of the Securities. In particular, delays may arise when calculations, determinations or payments are made in relation to the Securities.

### ***Issue Price***

The Issue Price charged for the Securities can, in addition to subscription surcharges, management or other fees charged, comprise a premium on the original mathematical ("fair") value of the Securities which is not visible to investors. Such premium is determined by the Issuer in its discretion and can differ from premiums charged by other issuers for comparable securities. The differential amount between the Issue Price of the Securities and their original mathematical value comprises the expected issuer margin and any distribution fee. The expected issuer margin covers, among other things, the costs of structuring, market making and settlement of the Securities and also includes the expected profit for the Issuer.

### ***Re-offer Price and inducements***

The Issuer may enter into distribution agreements with various financial institutions and other intermediaries (collectively the "**Distributors**"). The Distributors will agree, subject to the satisfaction of certain conditions, to subscribe for the Securities at a price equivalent to or below the Issue Price ("**Re-offer Price**"). A periodic fee may be payable to the Distributors in respect of all outstanding Securities up to and including the Settlement Date at a rate as determined between the Issuer and the relevant Distributor. The Distributors undertake to comply with the selling restrictions set out in the relevant Base Prospectus, the relevant distribution agreement and the Final Terms of the Securities. The Distributors act independently and not as agent for the Issuer.

In particular, the Issuer may pay placement or sales-related trailer fees to the relevant Distributor. This could give rise to a conflict of interest on the part of the Distributor.

Placement fees are one-off payments from the proceeds of the issue or sale. Alternatively, the Issuer can grant the relevant Distributor an appropriate discount on the Issue Price (without subscription surcharge). Payment of trailer fees is recurring and conditional upon the volume of Securities issued. If Deutsche Bank AG is both the issuer and the dealer with respect to the sale of the Securities, Deutsche Bank AG's distributing division will be credited with the relevant amounts internally. Further information on Re-offer Price and/or inducements or fees are included in the relevant Final Terms.

The Final Terms may contain further information which is material to the offering about interests of natural and legal persons involved in the issue.

### ***Potential conflicts of interest between Securityholders of Collateralised Securities, the Issuer and the Collateralised Securities Valuation Agent***

As the Issuer and the Collateralised Securities Valuation Agent are the same legal entity, potential conflicts of interest may arise between the Issuer, the Collateralised Securities Valuation Agent and the Securityholders, including with relation to the determination of the Reference Value, which is used as an input by the Collateral Monitoring Agent to calculate the Required Collateral Value. The Required Collateral Value determines the value of the Collateral Assets that are required to be held in the Secured Accounts and therefore a lower Required Collateral Value could have an adverse impact on the proceeds of the Collateral Assets that are available to Securityholders following enforcement of the security. In addition, whilst the Collateralised Securities Valuation Agent is obliged to carry out its duties and functions in good faith and in a commercially reasonable manner, it is not acting as a fiduciary or advisor to the Securityholders of Collateralised Securities.

## 4. GENERAL INFORMATION ON THE SECURITIES

If "Secondary Market Mid Price Collateralisation" or "Secondary Market Bid Price Collateralisation" is specified as the "Type of Collateralisation" in the Specific Terms of the Securities, the Reference Value will be the bid or mid price quoted by the Issuer for the Collateralised Securities on the secondary market. See "*Market-making or other transactions involving the Underlying*" and "*Market price determining factors*" within this chapter 4, and "*The Securities may be illiquid*" within chapter 2 for a discussion of risks relating to the secondary market. The Issuer is not obligated to make a market for the Collateralised Securities and, if it does, is not obligated to provide any quotation of bid or offer prices of the Collateralised Securities which is favourable to Securityholders. The Reference Value may be positively correlated with the creditworthiness of the Issuer in that adverse economic factors which apply to the Issuer or the default or decline in the creditworthiness of the Issuer may adversely affect the Reference Value and hence the value of the Collateral Assets required to held in the Secured Accounts.

Following an Event of Default and subsequent Acceleration Event, the Early Termination Amount of the Collateralised Securities is based on the Required Collateral Value last notified by the Collateral Monitoring Agent to the Issuer and the Pledgee's Representative prior to the occurrence of the Event of Default that led to the Acceleration Event. Therefore the potential conflicts of interest described above could also result in a lower Early Termination Amount for the Collateralised Securities which would reduce the entitlement of the Securityholders to the proceeds of realisation of the Collateral Assets and the entitlement of Securityholders to claim any shortfall from the Issuer on an unsecured basis.

Some of the issuances hereunder may be subscribed to by Deutsche Bank AG and used by Deutsche Bank AG in repurchase transactions, securities loans and/or other transactions of a similar nature.

### **4.3 Reasons for the offer, use of proceeds, estimated total expenses and estimated net proceeds**

Unless stated otherwise in the Final Terms, the reasons for the offer are making profit and hedging certain risks. The net proceeds from the issue of any Securities under this Securities Note 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. If in respect of any Securities, there is a particular identified use of proceeds, this will be stated in the Final Terms.

The Final Terms may specify any estimated total expenses and the estimated net proceeds, broken down by their intended use and order of priority in each case.

The Issuer is free in its decisions to use the proceeds from the issue of the Securities and is not obliged to invest them in the Underlying or other assets.

### **4.4 Authorisation**

The Programme and the issue of Securities thereunder have been duly authorised by the competent representatives of Deutsche Bank. The Programme is considered to be in the ordinary course of Deutsche Bank's business and therefore does not require authorisation by board resolutions.

Deutsche Bank has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of its obligations under the Securities.

## 4. GENERAL INFORMATION ON THE SECURITIES

### 4.5 Taxation

It is not the Issuer, but the relevant Securityholder who is obliged to pay any tax, duty, charge, withholding or other payment which may arise as a result of the ownership of Securities held by such Securityholder, the payment of the Cash Amount, a physical delivery, a sale or other dispositions or events relating to these Securities.

### 4.6 Calculation Agent

All calculations in respect of the Securities will be made by the Calculation Agent specified in the Final Terms.

Further information on the Calculation Agent can be found in §9 "Calculation Agent" in chapter "6. General Conditions of the Securities" of this Securities Note.

### 4.7 Paying agent

All payments/deliveries in respect of the Securities will be made by the paying agent specified in the Final Terms.

The relevant Final Terms will contain information about any Agents in the country or countries where the Securities are offered.

Further information on the paying agent can be found in §8 "Agents" in chapter "6. General Conditions of the Securities" of this Securities Note.

### 4.8 Securities rating

Securities to be issued under the Programme may be rated. A security rating is not a recommendation to buy, sell, or hold Securities, and may be subject to suspension, downgrading, or withdrawal by the rating agency. The relevant Final Terms indicate whether the Securities have a rating and, if so, what the rating is.

### 4.9 Information about the offering of the Securities

The relevant Final Terms will state the details regarding the terms and conditions of the offer of the Securities.

In particular, the following information, if applicable, will be presented in the relevant Final Terms to the extent applicable:

- Total volume of the issue/offer
- Minimum or maximum subscription amount for investors
- Description of the subscription period or Offering Period and the early closing of the subscription period or Offering Period
- Details of the cancellation of the issuance of the Securities
- Conditions to which the offer is subject
- Description of the application process
- Description of the possibility to reduce subscriptions and manner for refunding excess amounts paid by applicants
- Details of the method and time limits for paying up and delivering the Securities
- Manner in which, and date on which, results of the offer are to be made public
- Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised



#### 4. GENERAL INFORMATION ON THE SECURITIES

- Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made
- Amount of any expenses and taxes specifically charged to the subscriber or purchaser
- Name(s) and address(es), to the extent known to the Issuer, of the placement agents in the various countries where the offer takes place

##### ***Information on the subscription period***

The Securities may be offered to potential investors with or without a subscription period.

If Securities are offered without a subscription period, the relevant Issue Date of the Securities will be specified and published as the sale start date in the Final Terms.

If Securities are offered during a subscription period, the subscription period for the Securities will be specified and published in the Final Terms.

In order to purchase Securities, investors must submit a subscription order to be forwarded to the Issuer within the subscription period. If specified in the Final Terms, a non-binding offer for purchase of the Securities may be made after the end of the subscription period.

Within the subscription period, the Issuer reserves the right to end the opportunity for investors to subscribe prematurely. The Issuer also reserves the right to reduce subscriptions by potential investors/only allocate Securities in part.

In addition, the Issuer reserves the right not to issue the Securities (especially if there is insufficient demand during the subscription period). In such case, all subscription orders already submitted will become void. A notice to this effect will be published (i) on the website [www.xmarkets.db.com](http://www.xmarkets.db.com) or (ii) on the website [www.investment-products.db.com](http://www.investment-products.db.com) as part of the information on the Securities concerned, as specified in the Final Terms.

In addition, the Issuer may reserve the right in the Final Terms to extend the subscription period. Details regarding the subscription period will be specified and published in the Final Terms. The procedures and the date for the publication of the offer results will also be specified and published in the Final Terms.

If the Securities are offered during a subscription period, investors should be aware of the following: Certain characteristics of the Securities can often only be determined by the Issuer after the end of the subscription period. These characteristics include, by way of example:

- the specific amount of the Multiplier,
- the Strike, or
- the Barrier.

In such cases, the Issuer will often indicate a range for the relevant characteristics. Immediately after the end of the subscription period, the Issuer will finalise and publish the relevant characteristics.

##### ***Potential investors, investor categories***

The Securities may be offered to private investors, institutional investors or other qualified investors. The restrictions set out in chapter "10.2 General Selling and Transfer Restrictions" of this Securities Note must be observed in this regard. The investors to whom/which the Securities are offered will be specified and published in the Final Terms.

The Final Terms will also specify and publish the countries in which the Securities will be offered. At the time of approval of the Base Prospectus, consisting of this Securities Note and the Registration Document, the Securities can be offered to the public in the following countries: the Federal Republic of Germany, Belgium, Italy, Norway, Sweden, Spain, the Grand Duchy of Luxembourg and Switzerland. If a specific tranche is reserved for these markets, this will also be specified and published in the Final Terms.

## 4. GENERAL INFORMATION ON THE SECURITIES

The relevant Final Terms will state whether the Securities will be offered to the category of qualified investors, non-qualified investors or both categories and whether the offering of individual tranches is restricted to certain countries.

### 4.10 Listing and trading

Application may be made for admission of the Securities to trading or inclusion in trading on one or more stock exchanges, third country markets or trading facilities, including but not limited to the Luxembourg Stock Exchange, the Frankfurt Stock Exchange and the Stuttgart Stock Exchange.

**Even if the Issuer submits such an application, there is no guarantee that this application will be approved. There is also no guarantee that the Securities are actively traded or will be actively traded in the future. The Issuer is under no obligation to maintain the admission of the Securities to trading during the term of the Securities.**

Securities which are neither admitted to trading nor quoted on any market may also be issued.

The relevant Final Terms will state whether or not the relevant Securities are admitted to trading, included in trading and/or listed and, if so, on which stock exchanges, third country markets or trading facilities. The Final Terms will also specify the date on which trading is expected to start. In addition, the Final Terms will state whether or not the Securities will be publicly offered in connection with their issue.

In the case of admission to trading or inclusion in a market segment, the relevant Final Terms specify the minimum trading size, if applicable, and contain an estimate of the total costs for admission or inclusion.

### 4.11 Tradability

After the Issue Date, the Securities can be purchased or sold on exchange or off-exchange, as specified in the Final Terms.

Under normal market conditions the Issuer or an agent on its behalf may continuously provide indicative (non-binding) bid and ask prices for the Securities (market making). However, the Issuer is under no legal obligation to do so. In extraordinary market situations or in the case of technical disruptions, it may be temporarily difficult or impossible to buy or sell a Security.

If Eligible Liabilities Format is specified to apply in the Final Terms, all rights of redemption and set-off rights are excluded in the Final Terms. Potential investors should note that, in such cases, there is no assurance that the Issuer or an agent on its behalf will provide market-making with respect to the Securities. Any market-making already provided by the Issuer or an agent on its behalf could be interrupted or end permanently.

This could substantially reduce the price investors seeking to sell Securities can realise, or could make it more difficult for investors to sell Securities at the time they so wish.

If Eligible Liabilities Format is specified to apply in the Final Terms, the Securities are intended to qualify as eligible liabilities for the minimum requirement for own funds and eligible liabilities ("MREL") of the Issuer. MREL is a regulatory requirement that seeks to ensure that banks have a sufficient amount of liabilities with loss-absorbing capacity. Eligible liabilities qualifying for MREL are subject to regulatory restrictions which are reflected in features of the Securities. As a result, the Eligible Liabilities Format limits the rights of the Securityholders and early redemption by the Issuer and market-making by the Issuer or Affiliates.

Specifically, the Terms and Conditions do not include events of default entitling Securityholders to demand immediate redemption of the Securities. In a resolution scenario, eligible liabilities such as the Securities would likely be subject to write-down or conversion into equity to absorb losses or recapitalise the Issuer by use of the Regulatory Bail-in.

## 4. GENERAL INFORMATION ON THE SECURITIES

In addition, 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 such 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 such Securities.

In addition, any redemption, repurchase or termination of the Securities prior to their scheduled maturity (if permissible) will be subject to the prior approval of the competent authority. If the Securities are redeemed or repurchased without regulatory preapproval, then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.

There is no assurance that the Issuer would be willing or able to seek regulatory approval for repurchases, or, in case the Issuer does apply for such approval, that it will be granted. As a result, there is no assurance that the Issuer or Affiliates will provide market-making with respect to the Securities. Investors should not make a purchase decision based on an expectation that the Issuer or an Affiliate will provide market-making with respect to the Securities.

Regulatory pre-approval of repurchases, if sought and granted, will likely be subject to limits, e.g. a maximum transaction volume. If the volume of Securities investors are seeking to sell back to the Issuer substantially increases (due, for example, to factors such as a substantial deterioration in the general perception of the Issuer's financial situation, general stress in the financial markets or a major change in market conditions), affecting the relative attractiveness of an investment in the Securities compared to other potential investments, the maximum volume to which a potential regulatory approval of repurchases is subject could be reached during the term of the Securities.

There is no guarantee that the Issuer would be willing or able to seek or obtain a subsequent regulatory approval for repurchases and that market-making can be provided or continued.

### **4.12 Market price determining factors**

The Securities may trade at a market value below their purchase price during the term. In particular, depending on the structure of the Securities, the volatility of the Underlying, interest rate levels, Settlement Currency, the difference between the interest rates of the Settlement Currency and Reference Currency, the amount of dividends as well as a decrease in the remaining term of the Securities and additional relevant factors may, either individually or at the same time, have an impact on the value of the Securities.

A deterioration of Issuer's credit rating may, independently from the structure of the Securities, have a negative impact on the value of the Securities.

The prices quoted in the secondary market are based on the Issuer's pricing models, which take account mainly of the value of the Underlying and any derivative components and in addition of the following circumstances:

- the bid-offer spread (the spread between the bid and offer prices on the secondary market), which is set depending on the supply of, and demand for, the Securities taking into account revenue considerations
- an originally levied subscription surcharge
- fees/costs: including administrative, transaction or comparable fees, which reduce the investors' entitlement at maturity of the Securities
- a margin included in the Initial Issue Price
- income: dividends paid or expected or other income from the Underlying or its constituents, if the Issuer is economically entitled to them based on the structure of the Securities.

## 4. GENERAL INFORMATION ON THE SECURITIES

### 4.13 Post-issuance publications

The Issuer does not intend to provide any post-issuance information in relation to any Underlying of Securities under this Programme, except if required by any applicable law or regulation or if indicated in the relevant Final Terms.

Significant new factors, material mistakes or material inaccuracies affecting the information set out in this Securities Note will be published by the Issuer in a supplement to the Base Prospectus consisting of this Securities Note and the Registration Document pursuant to Article 23 of the Prospectus Regulation.

The Issuer will publish any notices regarding the termination of the primary market, as specified in the relevant Final Terms, on the website [www.xmarkets.db.com](http://www.xmarkets.db.com) as part of the information provided for the respective Securities.

### 4.14 Form of Securities

Unless it is specified in the Final Terms that the Securities are Italian Securities, Portuguese Securities, Spanish Listed Securities, French Securities, Swedish Securities, Finnish Securities, Norwegian Securities or Uncertificated SIS Securities (Switzerland) (each as described below), the Securities will be either represented by a global security ("**Global Security**") or be issued as an electronic security in accordance with the eWpG. The Issuer can issue an electronic security by having it entered into an electronic securities register instead of issuing a Global Security.

Where Multi-Series is stated to be applicable in the Final Terms, each Series shall, either, be represented by a separate Global Security or be issued as a separate electronic security.

No definitive Securities will be issued.

#### 4.14.1 German Securities

If the Governing Law is specified in the Final Terms to be German law, the Securities shall either be represented by a Global Security or be issued as a Central Register Security.

The Issuer reserves the right to change the form of the Securities during the term (and replace a Security represented by a Global Security with a Central Register Security and vice versa).

##### 4.14.1.1 *Representation by a Global Security*

###### **Form**

If the Governing Law is specified in the Final Terms to be German law and representation by a Global Security is stated to be applicable in the Final Terms, the Global Security will be in bearer form. It will be deposited no later than on the Issue Date with Clearstream Banking AG, Frankfurt am Main, or another Clearing Agent, as specified in the relevant Final Terms.

According to the eWpG, the Global Security may, at any time and without the consent of the Securityholders, be replaced with a Central Register Security of the same content. The changed form of securitisation, including the resulting necessary changes to the Specific Terms of the Securities, shall be published as set out in §16 of the General Conditions of the Securities.

###### **Transferability**

The Securities are 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.

## 4. GENERAL INFORMATION ON THE SECURITIES

### **Ownership**

If the Governing Law is specified in the Final Terms to be German law and representation by a Global Security is stated to be applicable in the Final Terms, the terms "**Securityholder**" and "**Holder of Securities**" will in this case be construed to mean those persons holding co-ownership interests (*Miteigentumsanteile*) in the Global Security at the relevant point in time.

#### **4.14.1.2 Issuance as Central Register Securities**

##### **Form**

If the Governing Law is specified in the Final Terms to be German law and issuance of the Securities as Central Register Securities is stated to be applicable in the Final Terms, the Issuer will issue the Securities by having them entered into a Central Register instead of issuing a Global Security. The registration in the Central Register shall take place on the Issue Date, at the latest. Prior to the registration of the Central Register Security, the Issuer must deposit the terms and conditions as a permanent electronic document with the Central Register Securities Registrar.

According to the eWpG, the Central Register Security may, at any time and without the consent of the Securityholders, be replaced with a Global Security of the same content. The changed form of securitisation, including the resulting necessary changes to the Specific Terms of the Securities, shall be published as set out in §16 of the General Conditions of the Securities.

##### **Transferability**

The Central Register Securities will be entered in collective registration in a Central Register as a collective securities holding in the name of a central securities depository as holder. The central securities depository administers the collective registration on a fiduciary basis for the Beneficiary within the meaning of § 3(2) eWpG without being such a beneficiary itself. The Beneficiaries within the meaning of § 3(2) eWpG may transfer ownership or their co-ownership interests, as applicable, in accordance with the applicable provisions and rules of the Central Register Securities Registrar and the applicable provisions of law.

##### **Ownership**

If the Governing Law is specified in the Final Terms to be German law and issuance of the Securities as Central Register Securities is stated to be applicable in the Final Terms, the "**Holder of a Central Register Security**" is, pursuant to § 3(1) eWpG, the person registered in a Central Register as holder of a Central Register Security or of a certain co-ownership interest in the collective securities holding. If the Securities are issued as Central Register Securities, the central securities depository will be the registered holder (collective registration). The Beneficiary within the meaning of § 3(2) eWpG is the person who holds the right derived from the Central Register Security. The Beneficiaries within the meaning of § 3(2) eWpG are not entitled to request individual registration in the Central Register.

If the Securities are issued as Central Register Securities and the Securities Note refers to the Securityholder or the Holder of Securities, this actually means the Beneficiary within the meaning of § 3(2) eWpG.

#### **4.14.2 English Securities**

##### **Form**

If the Governing Law is specified in the Final Terms to be English law, the Global Security will be in bearer form or registered form as specified in the relevant Final Terms. It will be deposited no later than on the Issue Date with Clearstream Banking AG, Frankfurt am Main, or another Clearing Agent, as specified in the relevant Final Terms.

## 4. GENERAL INFORMATION ON THE SECURITIES

### ***Transferability***

The Securities are 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.

### ***Ownership***

If the Governing Law is specified in the Final Terms to be English law, and if the Global Security is deposited with Clearstream Banking AG, Frankfurt am Main, or another German Clearing Agent, the terms "**Securityholder**" and "**Holder of Securities**" will be construed to mean the persons shown as holders in the records of the relevant Clearing Agent at the relevant point in time.

If the Global Security is deposited with another Clearing Agent than specified in the previous paragraph, the terms "**Securityholder**" and "**Holder of Securities**" will be construed in accordance with applicable law and any rules and procedures of the Clearing Agent having made the relevant entry or credit in its records.

### **4.14.3 Italian Securities**

#### ***Form***

In the case of Securities which are specified in the Final Terms to be Italian Securities and are governed under Italian or English or German law (the "**Italian Securities**"), the Securities will be dematerialised and centralised with the Italian Clearing Agent (as specified in the Final Terms), pursuant to the Italian Legislative Decree dated 24 February 1998, No. 58, as subsequently amended.

#### ***Clearing***

Italian Securities will be dematerialised and centralised with the Italian Clearing Agent, pursuant to the Italian Legislative Decree dated 24 February 1998, No. 58, as amended and integrated by subsequent implementing provisions. No Global Security and no definitive Securities will be issued in respect of such Securities.

#### ***Transferability***

Italian Securities are freely transferable by way of book entry in the accounts registered on the settlement system of the Italian Clearing Agent through the relevant intermediary and

- (i) if admitted to trading on the Electronic Bond Market, the regulated market organised and managed by Borsa Italiana S.p.A. ("**MOT**"), they shall be transferred in lots at least equal to the minimum trade size (as defined by the Listing Rules of the market organised and managed by Borsa Italiana S.p.A. ("**Regolamento dei Mercati organizzati e gestiti da Borsa Italiana S.p.A.**")), or multiples thereof, as determined by Borsa Italiana S.p.A. and indicated in the Final Terms; or
- (ii) if admitted to trading on the multilateral trading facility of securities derivatives financial instruments organised and managed by Borsa Italiana S.p.A. (the "**SeDeX MTF**"), they shall be transferred in lots at least equal to the minimum trade size, or multiples thereof, as determined by Borsa Italiana S.p.A. and indicated in the Final Terms.

#### ***Ownership***

In the case of Italian Securities, the person who is, at the relevant point in time, shown in the records of the Italian Clearing Agent through the relevant intermediary's account as the holder of a particular amount of Securities shall be treated for all purposes by the Issuer, the Agent in Italy and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary. However, this does not apply if otherwise required by law. The terms "**Securityholder**" and

## 4. GENERAL INFORMATION ON THE SECURITIES

"**Holder of Securities**" shall be construed accordingly. In this regard any certificate, record or other document issued by the Italian Clearing Agent as to the amount of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error.

### 4.14.4 Portuguese Securities

#### **Form**

In the case of Securities which are specified in the Final Terms to be Portuguese Securities (being Securities that are governed by Portuguese law), the Securities will be issued in dematerialised form (*forma escritural*), represented by book-entries (*registos em conta*) only and centralised through Central de Valores Mobiliários ("**CVM**"), a Portuguese securities centralised system, managed by Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A., Avenida da Boavista, n.º 3433, 4100-138 Porto, Portugal, ("**Interbolsa**"), in accordance with Portuguese law. In respect of Portuguese Securities, certain further amendments may be made to the General Conditions of the Securities. Any such further amendments will be specified in the relevant Final Terms.

#### **Clearing**

In accordance with article 78 of the Portuguese Securities Code (*Código dos Valores Mobiliários*) any investor holding Portuguese Securities in the accounts of authorised Financial Intermediaries entitled to hold securities control accounts with Interbolsa on behalf of their customers ("**Affiliate Members of Interbolsa**", which includes any custodian banks appointed by Euroclear Bank SA/NV and/or Clearstream Banking, société anonyme for the purpose of holding accounts on behalf of Euroclear Bank SA/NV and/or Clearstream Banking, société anonyme) may at any moment request that such Affiliate Member of Interbolsa provides to such investor a certificate confirming such registered holding. No Global Security and no definitive Securities will be issued in respect of the Portuguese Securities.

#### **Transferability**

Portuguese Securities will be freely transferable by way of book entries in the accounts held with "**Affiliate Members of Interbolsa**" (which includes any custodian banks appointed by Euroclear Bank SA/NV or Clearstream Banking, société anonyme for the purpose of holding accounts on behalf of Euroclear Bank SA/NV or Clearstream Banking, société anonyme). Each Portuguese Security having the same ISIN shall have the same denomination or unit size (as applicable) and, if admitted to trading on the Euronext Lisbon regulated market ("**Euronext Lisbon**"), such Portuguese Securities shall be transferrable in lots at least equal to such denomination or unit multiples thereof.

#### **Ownership**

In the case of Portuguese Securities, each person who is, at the relevant point in time, shown in the records (conta de registo individualizado) of an Affiliate Member of Interbolsa as the holder of a particular amount of Portuguese Securities shall be deemed to be the holder of title of such Portuguese Securities. It shall be treated as the absolute owner of these Portuguese Securities for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein). However, this does not apply if otherwise required by law. The terms "**Securityholder**" and "**Holder of Securities**" shall be construed accordingly. In this regard, any certificate, record or other document issued by the relevant Affiliate Member of Interbolsa as to the amount of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error.

No Securityholder will be able to transfer Securities, or any interest therein, except in accordance with Portuguese law and regulations and through the relevant Affiliate Members of Interbolsa.

## 4. GENERAL INFORMATION ON THE SECURITIES

### 4.14.5 Spanish Securities

#### **Form**

Spanish Securities (Global Securities) are represented by a Global Security in bearer form. On or prior to the Issue Date of the Securities, the Global Security will be deposited with a depositary for the Clearing Agents.

In the case of Securities which are specified in the Final Terms to be Spanish Listed Securities (being Securities that are governed by Spanish law and listed on any or all of the Spanish Stock Exchanges, AIAF or any other Spanish regulated market) the Securities will be issued in uncertificated, dematerialised book-entry form ("**Book-Entry Securities**").

Book-Entry Securities which are admitted to trading on any of the Spanish regulated markets will be issued as *anotaciones en cuenta* and registered with Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal, Palacio de la Bolsa Plaza de la Lealtad, 1 ES-28014 Madrid, Spain, ("**Iberclear**") as managing entity of the central registry. Such Book-Entry Securities will be constituted as such by virtue of their entry in the corresponding accounting book of Iberclear.

#### **Clearing**

The Book-Entry Securities will be registered with and cleared through Iberclear, Palacio de la Bolsa Plaza de la Lealtad, 1 ES-28014 Madrid, Spain, as managing entity of the central registry. Such Book-Entry Securities will be constituted as such by virtue of their entry in the corresponding accounting book of Iberclear.

#### **Ownership**

In the case of Spanish Securities, the person (other than another Clearing Agent) who is, at the relevant point in time, shown in the records of the relevant Clearing Agent, in accordance with the relevant regulations applicable to the relevant Clearing Agent, as the holder of a particular amount of the Securities shall be treated by the Issuer and the Agents as the holder of such amount of the Securities. The terms "**Securityholder**" and "**Holder of Securities**" shall be construed accordingly. In this regard, any certificate, record or other document issued by the relevant Clearing Agent as to the amount of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error.

Spanish Listed Securities will be issued in uncertificated, dematerialised book-entry form ("**Book-Entry Securities**"). The Book-Entry Securities will be constituted as such by virtue of their entry in the corresponding accounting book of Iberclear pursuant to Article 6 of the Spanish Law 24/1988, of 28 July, on the Securities Market and related provisions. The holders of Book-Entry Securities which are admitted to trading on any of the Spanish Stock Exchanges and AIAF will be identified as such (on their own account or for the account of third parties) as appears from the accounting book maintained by Iberclear or the relevant member (*entidad adherida*) of Iberclear (each an "**Iberclear Member**"), as the case may be. Therefore, the title to the Book-Entry Securities will be evidenced by book entries and each person shown in the registries maintained by any relevant Iberclear Members as having an interest in the Book-Entry Securities shall be considered, by the Issuer and the Agents, as the holder of the principal amount of Book-Entry Securities recorded therein. The terms "**Securityholder**" and "**Holder of Securities**" shall be construed accordingly.

### 4.14.6 Swedish Securities

#### **Form**

If the Securities are specified in the Final Terms to be Swedish Securities (also the "**Swedish Securities**"), the Securities will be issued in uncertificated book-entry form. No Global Security and no definitive Securities will be issued. The Securities are issued in registered form in



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accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479; Lag (1998:1479) om kontoföring av finansiella instrument).

### **Clearing**

In the case of Swedish Securities, the Securities will be cleared through Euroclear Sweden AB (formerly known as VPC AB), P.O. Box 191, Klarabergviadukten 63, 101 23 Stockholm, Sweden and issued in registered form in accordance with the Swedish Financial Instruments Account Act (SFS 1998:1479; Lag (1998:1479) om kontoföring av finansiella instrument). The Securities will be issued in uncertificated book-entry form, as more fully described in the Final Terms. No Global Security and no definitive Securities will be issued.

### **4.14.7 Finnish Securities**

#### **Form**

If the Securities are specified in the Final Terms to be Finnish Securities, the Securities will be issued in the Finnish book-entry securities system maintained by Euroclear Finland Ltd. (formerly known as Suomen Arvopaperikeskus Oy), P.O. Box 1110, FI-00101 Helsinki, Finland, as more fully described in the Final Terms. No Global Security and no definitive Securities will be issued.

### **4.14.8 Norwegian Securities**

#### **Form**

If the Securities are specified in the Final Terms to be Norwegian Securities, the Securities will be registered in, and cleared through the Norwegian Central Securities Depository, Euronext Securities, operated by Verdipapirsentralen ASA, P.O. Box 4, 0051 Oslo, Norway. They are issued in registered form in accordance with the Norwegian Securities Registry Act, 2019 (No: Lov om verdipapirsentraler og verdipapiroppjør mv. av 15. mars 2019 nr 6). The Securities will be issued in dematerialised and uncertificated book-entry form, as more fully described in the Final Terms. No Global Security and no definitive Securities will be issued.

### **4.14.9 French Securities**

#### **Form**

If the Securities are specified in the Final Terms to be French Securities (the "**French Securities**"), the Securities will be in dematerialised bearer form (*au porteur*) inscribed in the books of Euroclear France S.A. (acting as central depository), 66, rue de la Victoire, 75009 Paris, France, which shall credit the accounts of the Account Holders. For the purpose of these Conditions, "**Account Holder**" means any authorised Financial Intermediary institution entitled to hold securities accounts, directly or indirectly, with Euroclear France, and includes Euroclear and the depository bank for Clearstream.

#### **Clearing**

Title to the French Securities will be evidenced in accordance with Articles L.211-3 et seq. and R.211-1 et seq. of the French Monetary and Financial Code (Code monétaire et financier) by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Monetary and Financial Code (Code monétaire et financier)) will be issued in respect of the French Securities. At least one Paris Business Day before the Issue Date of French Securities, the *Lettre comptable* relating to such French Securities shall be deposited with Euroclear France as central depository.

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### **Ownership**

In the case of French Securities, the terms "**Securityholder**" or "**Holder of Securities**" shall mean the individual or entity whose name appears in the account of the relevant Account Holder as being entitled to such Security.

#### **4.14.10 Uncertificated SIS Securities (Switzerland)**

##### **Form**

If the Securities are specified in the Final Terms to be Uncertificated SIS Securities, the Securities (also the "**Uncertificated SIS Securities**") are issued in uncertificated form as uncertificated securities (*Wertrechte*) in accordance with Article 973c of the Swiss Code of Obligations. The form of Uncertificated SIS Securities will be governed by and applicable laws and regulations will be construed by Swiss law exclusively. The uncertificated securities (*Wertrechte*) will be created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtebuch*). Such uncertificated securities will then be entered into the main register (*Hauptregister*) of SIX SIS AG, Baslerstrasse 100, CH-4601 Olten, Switzerland, or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange AG (SIX SIS AG or any such other intermediary, the "**Intermediary**").

##### **Clearing**

Once the uncertificated securities are registered in the main register (*Hauptregister*) of the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Uncertificated SIS Securities will constitute intermediated securities ("**Bucheffekten**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). None of the Issuer, nor the holders, nor any third party shall at any time have the right to effect or demand the conversion of the uncertificated securities (*Wertrechte*) into, or the delivery of, a Global Security (*Globalurkunde*) or definitive Securities (*Wertpapiere*).

##### **Transferability**

As long as Uncertificated SIS Securities are considered to be intermediated securities (*Bucheffekten*), they are transferrable only by entry of the transferred Uncertificated SIS Securities into a securities account of the transferee.

None of the Issuer, nor the holders, nor any third party shall at any time have the right to effect or demand the conversion of the uncertificated securities (*Wertrechte*) into, or the delivery of, a Global Security (*Globalurkunde*) or definitive Securities (*Wertpapiere*).

#### **4.15 Status of the Securities, Regulatory Bail-in and other Resolution Measures; ranking of the Securities in the case of resolution of the Issuer**

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

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as preferred, such Securities other than Securities that are secured by a segregated pool of collateral assets 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, subject, however, 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.

In accordance with § 46f(5) of the German Banking Act (*Kreditwesengesetz*, "**KWG**"), the obligations under such Securities rank in priority of those under debt instruments of the Issuer within the meaning of Section 46f(6) sentence 1 KWG (also in conjunction with § 46f(9) KWG)

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or any successor provision, including eligible liabilities within the meaning of Articles 72a and 72b(2) CRR.

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as non-preferred, such Securities constitute unsecured and unsubordinated non-preferred liabilities of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated non-preferred liabilities of the Issuer. This is subject to statutory priorities conferred to certain unsecured and unsubordinated non-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.

In accordance with § 46f(5) KWG, in the event of resolution measures being 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, the obligations under such Securities shall rank behind the claims of unsubordinated creditors of the Issuer not qualifying as obligations within the meaning of § 46f(6) sentence 1 KWG (also in conjunction with § 46f(9) KWG) or any successor provision; this includes eligible liabilities within the meaning of Article 72b(2) CRR where point (d) of such Article does not apply. In any such event, no amounts shall be payable in respect of the Securities until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full.

Unsecured and unsubordinated Securities of the Issuer will qualify as Non-Preferred Senior Securities if (i) they are not structured, (ii) have at the time of their issuance a maturity of at least one year and, (iii) their Final Terms explicitly refer to the lower ranking under § 46f (5) KWG. Non-Preferred Senior Securities will continue to rank above the Issuer's subordinated liabilities, but will rank below the Issuer's other unsubordinated liabilities in insolvency or in the event of the imposition of Resolution Measures, such as a bail-in, affecting the Issuer. Accordingly, there is a higher risk that an investor in Non-Preferred Senior Securities will lose all or some of its investment should the Issuer become insolvent.

Non-Preferred Senior Securities are intended to qualify as bail-in-eligible (*bail-in-fähige*) liabilities within the meaning of Section 91 of the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) and eligible liabilities instruments within the meaning of Art. 72b CRR.

Securities that are secured by a segregated pool of collateral assets 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.

##### **Regulatory Bail-in and other Resolution Measures**

On 15 May 2014, the European Parliament and the Council of the European Union adopted Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (commonly referred to as the "**Bank Recovery and Resolution Directive**" or the "**BRRD**") which was transposed into German law by the Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*, or the "**SAG**") with effect from 1 January 2015. For banks established in the Euro-zone, such as the Issuer, which are supervised within the framework of the Single Supervisory Mechanism (SSM), Regulation (EU) No 806/2014 of the European Parliament and of the Council (the "**SRM Regulation**") provides for a coherent application of the Single Resolution Mechanism under responsibility of the European Single Resolution Board, with effect from 1 January 2016. Under the Single Resolution Mechanism, the Single Resolution Board is responsible for adopting resolution decisions in close cooperation with the European Central Bank, the European Commission, and national resolution authorities in the event that a significant bank directly supervised by the European Central Bank, such as the Issuer, is failing or likely to fail and certain other

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conditions are met. National resolution authorities in the European Union member states concerned would implement such resolution decisions adopted by the Single Resolution Board in accordance with the powers conferred on them under national law transposing the BRRD.

If the competent authority determines that the Issuer is failing or likely to fail and certain other conditions are met (as set forth in the SRM Regulation, the SAG and other applicable rules and regulations), the competent resolution authority has the power to write down, including to write down to zero, claims for payment of the principal and any other claims under the Securities, interest or any other amount in respect of the Securities, to convert the Securities into ordinary shares or other instruments qualifying as common equity tier 1 capital (the write-down and conversion powers are hereinafter referred to as the "**Regulatory Bail-in**"), or to apply any other Resolution Measure including (but not limited to) a transfer of the Securities to another entity, a variation of the terms and conditions of the Securities (including, but not limited to, the variation of maturity of the Securities) or a cancellation of the Securities. The Regulatory Bail-in and each of these other Resolution Measures are hereinafter referred to as a "**Resolution Measure**". The competent resolution authority may apply Resolution Measures individually or in any combination.

The competent resolution authority will have to exercise the Regulatory Bail-in in a way that results in (i) common equity tier 1 instruments (such as ordinary shares of the Issuer) being written down first in proportion to the relevant losses, (ii) subsequently, the principal amount of other capital instruments (additional tier 1 instruments and tier 2 instruments) being written down on a permanent basis or converted into common equity tier 1 instruments in accordance with their order of priority, (iii) subsequently, the Issuer's unsecured and subordinated liabilities that are not additional tier 1 instruments or tier 2 instruments being written down on a permanent basis or converted into common equity tier 1 instruments, and (iv) finally, the Issuer's unsecured and unsubordinated liabilities (unless exempted by the SRM Regulation or the SAG) – such as those under the unsubordinated securities – being written down on a permanent basis or converted into common equity tier 1 instruments in accordance with their order of priority under § 46f (5)-(9) of the German Banking Act (*Kreditwesengesetz*, "**KWG**") as set out below. Within the mentioned ranks, the competent resolution authority is generally required to include all relevant liabilities within any Resolution Measures. However, in exceptional circumstances, it may exclude certain liabilities in whole or in part, including where it is not practicable to effect their bail-in within a reasonable time. Accordingly, liabilities of the same rank could be treated differently by the resolution authority.

If the resolution authority takes a measure in accordance with the SAG, a Securityholder may not redeem the Securities or assert any other contractual rights purely on the grounds of such measure as long as the Issuer as an institution continues to meet its main obligations under the Specific Terms of the Securities, including payment and performance obligations.

##### **Ranking of the Securities**

The ranking of the Issuer's liabilities in insolvency or in the event of the imposition of Resolution Measures, such as a bail-in, is determined by German law.

In case of Securities the ranking of which is specified in the Specific Terms of the Securities as preferred, such Securities other than Securities that are secured by a segregated pool of collateral assets are unsecured unsubordinated preferred liabilities that would rank higher than the Issuer's regulatory capital, its subordinated liabilities and its unsecured unsubordinated non-preferred liabilities. The liabilities under the Securities *rank pari passu* with other unsecured unsubordinated preferred liabilities of the Issuer, including but not limited to derivatives, structured products and deposits not subject to protection. The liabilities under the Securities rank below liabilities protected in Insolvency or excluded from Resolution Measures, such as certain protected deposits.

Under the German Banking Act (*Kreditwesengesetz*, "**KWG**") certain unsecured and unsubordinated securities other than Securities that are secured by a segregated pool of collateral assets (hereinafter referred to as "**Non-Preferred Senior Securities**") rank below

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the Issuer's other senior liabilities (hereinafter referred to as "**Preferred Senior Securities**") in insolvency or in the event of the imposition of resolution measures, such as a bail-in, affecting the Issuer. Non-Preferred Senior Securities will rank above the Issuer's subordinated liabilities, but will rank below the Issuer's other unsubordinated liabilities in insolvency or in the event of the imposition of Resolution Measures, such as a bail-in, affecting the Issuer.

Unsecured and unsubordinated Securities issued under this Programme will qualify as Non-Preferred Senior Securities only if (i) they are not structured and (ii) they have at the time of their issuance a maturity of at least one year, and (iii) their Final Terms explicitly refer to the lower ranking under § 46f (5) KWG. In addition, § 46f (7) KWG further specifies the delineation between structured and non structured obligations in that it clarifies that the amount of the repayment or the amount of the interest payments do not qualify as depending on the occurrence or non-occurrence of an event which is uncertain at the point in time when the senior unsecured debt instruments are issued only due to the fact that the instrument is issued in a currency other than the home currency of the Issuer if the principal amount, the repayment amount and the interest claim have the same currency.

Securities qualifying as Non-Preferred Senior Securities rank pari passu among themselves and junior to any Preferred Senior Securities. In the event of insolvency proceedings or Resolution Measures affecting the Issuer, such Non-Preferred Senior Securities would bear losses before other unsubordinated liabilities of the Issuer, including Preferred Senior Securities. In contrast, unsecured and unsubordinated Securities issued under this Programme that do not meet the requirements of (i), (ii) and (iii) above, qualify as Preferred Senior Securities and rank in priority to Non-Preferred Senior Securities and pari passu among themselves, derivatives, money market instruments and deposits not subject to protection and junior to, in particular, protected deposits.

For Securities that are secured by a segregated pool of collateral assets the Issuer takes the view that the Securities constitute secured liabilities within the meaning of Article 44 (2)(b) of Directive 2014/59/EU, establishing a framework for the recovery and resolution of credit institutions and investment firms (commonly referred to as the "**Bank Recovery and Resolution Directive**", or the "**BRRD**"), transposed into German law by the Recovery and Resolution Act ("**Sanierungs- und Abwicklungsgesetz**", or the "**SAG**"), and Article 27 (3) lit. (b) of Regulation 806/2014 (the "**SRM Regulation**"), pursuant to which secured liabilities shall not be subject to write-down or conversion (the "**Bail-In Tool**").

However, there is no certainty that the Securities will be classified as secured liabilities within the meaning of the SRM Regulation and/or the SAG. Further, even if the Securities are classified as secured liabilities, in case the value of the Securities exceeds the value of the collateral provided for the Securities, the Bail-in Tool may, pursuant to the SRM Regulation and the SAG, be applied to the part of the Securities which exceeds the value of the collateral provided for the Securities. Thus, if the Issuer is failing or likely to fail, the competent resolution authority could come to the conclusion that the collateral is not sufficient to secure the Securities or parts thereof as required by the SRM Regulation and the SAG and apply the Bail-In Tool to all or part of the Issuer's obligations under the Securities. It could also apply other resolution measures, such as the transfer of the Securities to another debtor or a variation of the Conditions of the Securities. Such measures could result in a scenario where payment obligations under the Securities are not met, and Securityholders lose part or all of their invested capital.

**If the ranking of the Securities is not specified in the Specific Terms of the Securities either as preferred or as non-preferred, the ranking of the Securities will be preferred (in this case the Securities should be understood as specified in the Specific Terms of the Securities as preferred).**

### 4.16 Redemption of the Securities

The Securities will be redeemed on the scheduled Settlement Date, subject to the occurrence of a Market Disruption (see §5 "Market Disruptions" in chapter "6. General Conditions of the

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Securities" in this Securities Note) by payment of the Cash Amount. Payment is made via the Clearing Agent specified in the Final Terms.

If physical delivery is provided for instead of a cash payment, redemption is effected by delivery of the Underlying. The quantity of the Underlying to be delivered is determined using the Multiplier specified in the Final Terms. Delivery is effected via the Physical Delivery Clearing System into the securities account of the respective Securityholder at his/her custodian bank.

In making the payment or physical delivery of the Underlying to the Physical Delivery Clearing System, the Issuer is released from its obligation under the Specific Terms of the Securities.

Further information on redemption of the Securities is provided in §§1-3 in chapter "6. General Conditions of the Securities" of this Securities Note.

### **4.17 Market Disruptions; Adjustment/Termination Events**

#### ***Market Disruptions***

The Calculation Agent can, in accordance with §5 of the General Conditions of the Securities, and if the conditions specified therein are fulfilled, determine that a Market Disruption has occurred. This means that the price or level of the Underlying cannot be determined, at least temporarily. This may have an effect on the timing of valuation and may delay payments on or the settlement of the Securities.

#### ***Adjustment Events and Adjustment/Termination Events***

If an Adjustment Event in accordance with §6 of the General Conditions of the Securities occurs, the Issuer is entitled to adjust the Terms and Conditions. If an Adjustment/Termination Event in accordance with §6 of the General Conditions of the Securities occurs, the Issuer is also entitled to adjust the Terms and Conditions. In certain cases, the Issuer is entitled to replace the Reference Item affected by such Adjustment/Termination Event. However, this is not the case if the Eligible Liabilities Format is specified to apply in the Final Terms.

If such replacement or adjustment is not possible, the Issuer is entitled to terminate and cancel the Securities by giving notice to the Securityholders, providing brief details of the Adjustment/Termination Event and of the Cash Amount. In case of a termination or cancellation, the Issuer will pay, usually prior to the scheduled settlement date of the Securities, an amount determined by the Calculation Agent. Such amount may be significantly less than an investor's initial investment in Securities and in certain circumstances may be zero. If Minimum Redemption payable has been specified to apply in the Final Terms, the amount payable will, however, be at least equal to this amount.

#### ***Adjustment Events***

Adjustment Events include events which materially affect the theoretical economic value of a Reference Item. Events which materially disrupt the economic link between the value of such Reference Item and the Securities subsisting immediately prior to the occurrence of such event are also Adjustment Events.

Adjustments may take into account the costs to the Issuer as a result of or in connection with the relevant Adjustment Event, unless Non-Consideration of Cost is specified as applicable to the Securities in the Final Terms. If Minimum Redemption payable has been specified to apply to the Securities in the Final Terms, the Issuer will only make adjustments taking into account this Minimum Redemption.

#### ***Adjustment/Termination Events***

Pursuant to the general definition, an Adjustment/Termination Event may include an event which materially affects 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.

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An Adjustment/Termination Event may also occur in a situation where Market Disruptions exist or an event occurs which prevents or materially affects the performance of the Issuer's obligation.

The aforementioned events are generally defined in §6(2) of the General Conditions of the Securities; in §6(5) of the General Conditions of the Securities, specific cases are mentioned for different types of Reference Items (for shares, for example, De-Listing, Insolvency, Merger Event, Nationalisation or a Tender Offer).

However, in case Additional Adjustment/Termination Restriction is specified as applicable in the Final Terms, and if the Issuer's action would alter characteristics of the Securities that are essential to the Securityholder (such as the Underlying, the Terms and Conditions, the identity of the Issuer and a minimum redemption), the Issuer is only entitled to take the mentioned actions if the relevant event substantially alters the economics of the Securities compared to the Issue Date, or is a Force Majeure Event that prevents the Issuer from being able to perform its obligations under the Securities, and is not attributable to the Issuer. In addition, if Additional Adjustment/Termination Restriction is specified as applicable in the Final Terms, additional restrictions also apply in case of a Settlement or Market Disruption, as defined in §3(9) and §5 of the General Conditions of the Securities, and a number of further entitlements under the General Conditions of the Securities to make changes to the Terms and Conditions (in §13, §17 and §18 of the General Conditions of the Securities).

### ***Amount payable***

In case of a termination or cancellation, the Issuer will pay, usually prior to the scheduled Settlement Date of the Securities, an amount which the Calculation Agent determines to be the quoted market price. If Additional Adjustment/Termination Restriction has been specified to apply to the Securities and the Adjustment Event is neither an Illegality Event nor a Force Majeure Event, this is increased by a sum representing the reimbursement of costs initially charged to investors by the Issuer for issuing the Securities (as adjusted to take into account the time remaining to maturity) (the "**Issuer Costs Reimbursement Amount**").

The Calculation Agent includes the relevant Adjustment/Termination Event in its calculation. Unless Non-Consideration of Cost has been specified to apply to the Securities, payment is made less the direct and indirect cost to the Issuer of unwinding or adjusting any underlying related Hedging Arrangements, and less any tax or withholding required by law.

### ***Adjustment/Termination Restriction***

If Adjustment/Termination Restriction has been specified to apply in the Final Terms and the Adjustment Event is neither an Illegality Event nor a Force Majeure Event, the following applies: 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 an amount which the Calculation Agent determines to be their compounded quoted market price for the scheduled Settlement Date, taking into account the relevant Adjustment/Termination Event, and
- if Additional Adjustment/Termination Restriction has been specified to apply in the Final Terms, the payment is increased by the Issuer Costs Reimbursement Amount.

If Minimum Redemption payable has been specified to apply in the Final Terms, however, the amount payable is at least equal to the Minimum Redemption.

In addition, unless Adjustment/Termination Restriction has been specified to apply in the Final Terms, an Adjustment/Termination Event may occur where it is illegal or no longer feasible for the Issuer to maintain its Hedging Arrangements for the Securities or where materially increased costs or expenses would be incurred by the Issuer in maintaining those arrangements.

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### ***Hedging Arrangements***

Hedging Arrangements refer to the arrangements the Issuer makes to ensure it will have available to it the relevant cash amounts or assets to be delivered under the Securities as these fall due. This will normally involve the Issuer investing directly or indirectly in the Underlying. An indirect investment might be made by an Affiliate or agent of the Issuer or other third party making an investment in the Underlying. Alternatively an indirect investment might involve the Issuer or an Affiliate, agent or other third party entering into or acquiring a derivative contract referencing the Underlying. The Issuer will select Hedging Arrangements which are efficient for it in the context of the tax, regulatory and business environment in which it operates. The Issuer may also adjust Hedging Arrangements from time to time but it will not always be able to avoid adverse costs, taxes or regulatory changes which affect its Hedging Arrangements.

### ***Adjustment/termination in the event of increased costs***

An Adjustment Event or Adjustment/Termination Event may materially affect the cost to the Issuer of maintaining the Securities or its Hedging Arrangements in a way which has not been factored into the Issue Price of the Securities. Unless Adjustment/Termination Restriction and Non-Consideration of Cost has been specified to apply in the Final Terms, this may therefore require adjustments or a termination of the Securities. **This is part of the economic risk Securityholders bear when investing in the Securities and the basis on which the Securities are priced.**

Prospective purchasers should review §5 and §6 of the General Conditions of the Securities to ascertain how such provisions apply to the Securities and what may constitute an Adjustment Event or an Adjustment/Termination Event.

### **4.18 Return**

Where applicable, the Final Terms contain an indication of the return and a description of the method used to calculate the return, which is calculated on the Issue Date on the basis of the Issue Price.

### **4.19 Other information on the Securities**

#### **Holding Threshold (Cap) of the Cash Amount or assets to be delivered**

The payment due under a Warrant on exercise or early Termination will depend on the value of the Underlying at the relevant time. If the Terms and Conditions provide for a Holding Threshold (also referred to as Cap) of the Cash Amount or assets to be delivered, the investor only participates in favourable performance of the Underlying up to this Holding Threshold, even if it continues to perform beyond the Cap.

#### **Minimum repayment amount or minimum delivery of assets**

If neither a minimum repayment amount nor a minimum delivery of assets is provided for at maturity, exercise or during the term of the Security, investors may suffer a total loss of the entire amount invested. This includes all fees and other costs incurred at purchase or during the holding period, as well as any interest if the Securities were purchased through loan financing (transaction costs).

If, on the other hand, a minimum repayment amount is specified, it is possible that all payments relating to a Security will be limited to this minimum repayment amount. The same applies for the value of assets to be delivered if only a minimum delivery of assets is specified.

#### **No coupon payments or other Distributions during the term**

Potential investors should note that there may not be any coupon payments or other Distributions during the term of the Securities. In this case, income can only be generated



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before maturity by selling the Securities on the secondary market. Securities may lose value during their term. This may delay the sale of Securities before maturity or require a substantial discount to be accepted.

### **Performance depending on the value of the embedded option**

The performance of Warrants depends on the performance of the Underlying and therefore the embedded option, which may be subject to major fluctuations during the term. If the value of the embedded option decreases, the value of the Warrant may also decrease as a result. Conversely, the value of the Warrant may increase if the value of the embedded option increases. If the embedded option is a call option (long call), its value increases when the value of the Underlying increases. If the embedded option is a put option (long put), its value increases when the value of the Underlying decreases. In some cases, a Security enables the sale of a put option (short put). In such case, the value of the Security will increase if the value of the Underlying increases, but only up to a threshold specified for the relevant Security.

### **Exercise Notices, Delivery Notices and certifications**

If the Securities are subject to provisions concerning delivery of an Exercise Notice or Delivery Notice and such notice is received by the relevant Principal Agent with a copy to the Clearing Agent after the latest time specified in the General Conditions of the Securities, it will not be deemed to be duly delivered until the next following Business Day. Such delayed delivery may in the case of cash settled Securities increase or decrease the cash amount payable at settlement from what it would have been but for such delayed delivery. In the case of Securities which are exercisable on one day only or only during an Exercise Period, any Exercise Notice, if not delivered by the latest time specified in the Terms and Conditions, shall be void.

The failure to deliver any Delivery Notice or certifications required by the General Conditions of the Securities could result in the loss or inability to receive amounts or deliveries otherwise due under the Securities. Prospective purchasers should review the General Conditions of the Securities to ascertain whether and how such provisions apply to the Securities.

If automatic exercise is not provided for, any unexercised Securities shall expire worthless. Prospective purchasers should review the Terms and Conditions to ascertain whether the Securities are subject to automatic exercise, and when and how an Exercise Notice or Delivery Notice may be validly delivered.

### **Delay between exercise and settlement**

Where the Securities are to be settled by a cash payment or physical delivery, there may be a delay between exercise and determination of the Cash Amount or the assets to be delivered. All such delays are specified in the General Conditions of the Securities. However, such delay could be significantly longer, particularly in the case of a delay in exercise of such Securities arising from, as described below, any daily Maximum Exercise Amount or, as described below, upon the determination by the Calculation Agent that a Settlement Disruption Event has occurred at any relevant time. The applicable Cash Amount or asset amount could increase or decrease from what it would have been but for such delay.

Prospective purchasers should review the General Conditions of the Securities to ascertain which of these provisions may apply to the Securities.

### **Certain considerations relating to the public offer of Securities**

Securities may be distributed by means of a public offer made during an offer period specified in the Final Terms. The Issuer has the right to close the offering of the Securities prior to the end of the subscription period in case of adverse market conditions, as determined by the Issuer in its reasonable discretion, such as increased equity market volatility and increased rate of exchange volatility.

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During such offer period, the Issuer additionally reserves the right to cancel such offer and/or to scale back applications for such offer in the event of over-subscription. In such cases, investors may not be issued any Securities or may be issued a number of Securities which is less than the amount for which they applied. These investors then do not participate in any profit generated from issuance of the Securities, or participate to a lesser degree than desired. Reimbursement of any payments made by investors may be delayed, and no interest will accrue on the amount to be reimbursed during such delay.

Furthermore, investors should be aware that, in certain circumstances, Securities may not be issued on the originally designated Issue Date. This may be because the option to postpone the Issue Date has been exercised, for example due to publication of a supplement to the Base Prospectus or the Registration Document. In such case, no interest shall accrue until the actual Issue Date, and no compensation shall be payable.

### **Holding Securities**

An investor will need to be able to hold the Securities (directly or through an intermediary). Securities may only be held directly through

- the relevant Clearing Agent; or
- in the case of Italian Securities, the Italian Clearing Agent (as specified in the Final Terms). In the event that the Final Terms specify Monte Titoli S.p.A. as the Italian Clearing Agent, the investor should be aware that the Securities may be held only through an authorised intermediary entitled to hold securities deposit accounts with the Monte Titoli S.p.A. on behalf of their customers; or
- in the case of French Securities, any authorised Financial Intermediary institution entitled to hold securities accounts, directly or indirectly, with Euroclear France, which includes Euroclear and the depositary bank for Clearstream.

Where Securities are held indirectly, a Securityholder will depend on the relevant intermediary(ies) through which it holds the Securities for receipt of payments, notices and for all other purposes in connection with the Securities. In case of physically settled Securities an investor will need to be able to hold (directly or through an intermediary) the relevant assets deliverable on settlement of the Securities. Investors should note the Securities are not intended to be held in a manner which would allow Eurosystem eligibility and this may limit their marketability for some investors.

### **Debt securities issued at a substantial discount or premium**

The Market Value of interest-bearing debt securities issued at a substantial discount or premium generally fluctuates more in reaction to changes in interest rates than the Market Value of interest-bearing Securities issued at nominal value. As a general rule, the longer the remaining term of these Securities, the higher the potential volatility of their Market Value compared to interest-bearing Securities issued at nominal value with a similar term.

### **Withholding in connection with the Securities**

The Issuer shall not be liable for or otherwise obliged to pay, and the relevant Securityholder shall be liable for and/or pay, any tax, duty, charge, withholding or other payment whatsoever in connection with the Securities. All payments made by the Issuer may be subject to tax, duty, charge or other withholding.

### **Effect of transaction costs on return**

The return-reducing/loss-increasing effect of transaction costs incurred must be taken into account when calculating the return on such investment. The lower the value of the order in question, the more significant the impact of the transaction costs. Transaction costs are charged by the relevant party (e.g. custodian bank, stock exchange, broker, lender) in connection with purchase, custody, distributions, final settlement or sale and potentially also

## 4. GENERAL INFORMATION ON THE SECURITIES

lending. Commissions, subscription surcharges, management fees and other fees added to the Issue Price by the Issuer and paid to distribution partners may have a similar return-reducing/loss-increasing effect.

### **4.20 Other considerations**

#### **Loan financing**

If the purchase price of the Securities is financed via a loan, the potential loss is not limited to the loss of the entire invested amount, but extends beyond this significantly. Even a partial loss of the invested sum may lead to the complete loss of capital invested. However, the loan taken out continues to bear interest and must be repaid in full even if the Securities suffer a loss in value. Potential investors should therefore critically assess whether they would still be able to meet their obligations even in the event of a total loss of the entire sum invested.

#### **Entering into hedging transactions**

There may be additional negative consequences if Securities are purchased to hedge risks from other positions (e.g. with regard to the Underlying). The same applies when entering other positions (e.g. with regard to the Underlying) in order to hedge risks from the Securities. The correlation between the value of the Securities and the value of other positions may be disadvantageous. There may be a delay in selling the Securities or liquidating other positions, or a substantial discount may have to be accepted. This would therefore not result in the intended hedging of risk, but rather in increased costs.

#### **Tax treatment**

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

## 5. GENERAL INFORMATION ON THE UNDERLYING

This chapter contains general information on the Underlyings. This includes the various types of Underlyings, sources on the performance of Underlyings, information in connection with Underlyings in the form of indices (including Proprietary Indices), and particularly information on Reference Items within the meaning of EU regulations and other related matters.

An overview of the different sections that this chapter covers is presented below.

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### 5.1 General description of the Underlying

The assets, Reference Items or other reference bases (referred to as the "**Underlying**" and each such item as a "**Reference Item**") to which the Securities are linked as appropriate are specified in the relevant Final Terms and in the section "**Information relating to the Underlying**" set out in the section "**Further information about the offering of the Securities**" in the respective Final Terms. Potential investors also should consider further information which is available in relation to the Underlying concerned.

The Securities may relate to shares or equity securities, indices, other securities, commodities, Rates of Exchange, Futures Contracts, Fund Shares or interest rates as well as a basket consisting of shares or equity securities, indices, other securities, commodities, Rates of Exchange, Futures Contracts, Fund Shares or interest rates.

If the Underlying is an index and this index is composed by the Issuer or a legal entity belonging to Deutsche Bank Group and, at the time of approval, this Securities Note does not already contain the description of the index, such description will be included in this Securities Note exclusively by a supplement in accordance with Article 23 of the Prospectus Regulation.

If the Underlying is an index that is provided by a person acting in association with, or on behalf of, the Issuer, the governing rules of the index (including the methodology of the index for the selection and the re-balancing of the components of the index and the description of Market Disruptions and adjustment rules) will be based on predetermined objective criteria. In addition, the complete set of rules of the index and information on the performance of the index will be freely accessible on the website specified in the relevant Final Terms.

If the Underlying is an index that is neither composed by the Issuer or a person belonging to Deutsche Bank Group nor provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer, the relevant Final Terms will specify where information about

## 5. GENERAL INFORMATION ON THE UNDERLYING

the index and its performance can be found and whether this information can be obtained free of charge or not.

The Securities offered under this Securities Note may relate to Reference Items within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 ("**BMR**"). In such case, the Issuer is subject to certain requirements as regards the use of these Reference Items and related information obligations within the framework of this Securities Note.

According to Article 29(2) BMR, the Issuer is required to state in the Securities Note whether, for Securities referencing a Reference Item, the administrator of the Relevant Reference Item is registered in the Register prescribed by the BMR. Unless specified otherwise in the relevant Final Terms, the administrator of a Reference Item used for the respective Securities has been registered according to the BMR. The relevant Final Terms will disclose the fact that the administrator of a Reference Item used for the respective Securities has not been registered according to the BMR.

If the administrator of an index is registered in the Register prescribed by the BMR, then only the relevant Final Terms shall specify in each case where information about the index and its performance can be found and whether this information can be obtained free of charge or not. In such case, no description of the index shall be included in this Securities Note.

The relevant Final Terms will stipulate the relevant Underlying and specify where information about its past and future performance and its volatility can be found, whether this information can be obtained free of charge or not, and whether the Issuer intends to provide further information about the Underlying.

### **5.2 General information on Underlyings**

#### **General factors**

The amounts payable or assets deliverable on exercise, redemption or during the term under the Securities will, in whole or in part, be determined by reference to the price or level of these Reference Items and/or fluctuations in this price or level. Potential investors in these Securities should be familiar with financial instruments with comparable structures.

#### **Valuation of the Underlying**

Where the Securities are linked to an Underlying, an investment in the Securities may be associated with risks regarding the constituents comprising the Underlying. The value of the Underlying or its constituents may vary over time by reference to a variety of factors, e.g. corporate actions, macroeconomic factors and speculation.

#### **The basis of calculating the price or value of the Underlying may change over time**

The basis of calculating the level of the Underlying or its constituents may be subject to change which may reduce the Market Value of the Securities at any time and therefore the amounts payable or assets deliverable on settlement.

#### **The value of the constituents or Reference Items of the Underlying will affect its value**

The value of the Underlying on any day may reflect the value of its constituents or Reference Items on such day (depending on the Terms and Conditions of the Securities). Changes in the composition of the Underlying and factors which affect the value of the constituents or Reference Items may affect the value of the Securities. Where the value of the constituents or Reference Items is determined in a different currency to the Settlement Currency of the Securities, the development in the relevant Rate of Exchange may affect the value of the Securities.

## 5. GENERAL INFORMATION ON THE UNDERLYING

### **Review of the Terms and Conditions**

As a result, investors should fully read and understand the Terms and Conditions of the Securities and the relevant Final Terms. They should also be aware of the effect on the Securities of such linkage to the Underlying and the Reference Items.

### **Fluctuations due to certain influencing factors**

The value of the Securities may be subject to the following influencing factors during their term, meaning that they may fluctuate significantly:

- a) the volatility of the Reference Item or other underlying asset or basis of reference;
- b) the dividend rate (if any) and the financial results and prospects of the issuers of the securities comprising or relating to a reference item (which may include equity securities, index constituent securities or other securities); and
- c) the term remaining until the redemption or Settlement Date; and
- d) economic, financial and political events in one or more jurisdictions, including events affecting the exchanges or quotation systems on which any such other securities, commodities or fund shares may be traded.

Market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for financial instruments which offer investors protection against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivative markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macroeconomic factors and speculation.

### **Inexplicable fluctuations**

In addition, the development of the price/level of the parameters set out above may be subject to considerable fluctuations. These fluctuations may not correlate with the development of interest rates, currencies or other economic factors or indices. Moreover, the timing of changes in the price or level of the relevant Reference Item may affect the actual yield on the Securities chosen by investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or level of the Reference Item, the greater the effect on yield.

### **Observation Period and valuation time**

The relevant price or value of a Reference Item may be observed continuously during the life of the Securities, over certain periods or on Valuation Dates. It should be noted, however, that the relevant time for observation may be delayed in the case of a relevant Market Disruption under §5 of the General Conditions of the Securities.

Accordingly, any positive development of a Reference Item may have no effect on the Securities if this is not a relevant valuation time. Where the Underlying comprises more than one Reference Item then the positive performance of Reference Items may be outweighed by any negative performance of other Reference Items.

### **Uncertainty regarding published prices**

Investors should review the relevant price or value which is to be observed for each Reference Item. These may refer to published prices or values on an exchange or quotation system or other market measures. It should be noted that market data may not always be transparent or accurate and to a large extent may reflect investor sentiment at the relevant time. No assurance or representation is given that any such price or value will accurately reflect any intrinsic value of the relevant Underlying.

### **Special features when several Reference Items are used**

If the amount of any coupons or any cash amount payable or the number of assets to be delivered under the Securities is dependent on the performance of multiple Reference Items and in this respect the performance of the worst performing Reference Item, in relative terms, is of relevance, investors should note that the level of dependency among the Reference Items,

## 5. GENERAL INFORMATION ON THE UNDERLYING

so called correlation, may significantly impact the risk associated with an investment into the Securities. The probability of this occurring will increase if the correlation among the Reference Items decreases because in this case the probability increases that at least one of the Reference Items will show an adverse performance compared to the performance of the other Reference Items.

### **Future performance of the Underlying is impossible to predict**

Neither the historical value of the Underlying nor its constituents indicate the future performance of the Underlying. Changes in the value of the constituents of the Underlying will affect the trading price of the Securities, but it is impossible to predict whether the value of the constituents of the Underlying will rise or fall. The return on such an investment depends to a considerable degree on the direction, timing and magnitude of future fluctuations in the price or level of the Underlying and/or changes in the composition or method of calculation of the Reference Items.

### **5.3 Information on specific Underlyings or Reference Items**

#### **5.3.1 Shares**

##### **Share price fluctuations**

Securities linked to share price development are affected by fluctuations in the share price. The past performance of a share does not allow any conclusions to be drawn as to its future performance. Share price performance depends, to a very considerable degree, on developments on the capital markets. Capital markets for their part are influenced by the general global situation and specific economic and political circumstances.

##### **Dividends**

Shareholders generally receive a profit share (dividend) or other Distributions from the Share Company. This is not the case for Securities that have shares as their Underlying. Dividends or other Distributions do not have to be reflected in the price of such Securities. This applies even if the Issuer collects dividends or Distributions.

If expected dividends are taken into account in the secondary market, they may be deducted from the price of the Securities prior to the share's "**ex-dividend**" date. The deduction is then made based on expected dividends for the entire term or a certain time span. Estimates of a dividend used by the market-maker to value the Securities may change during the term of the Securities. Furthermore, the dividend estimated by the market-maker may differ from the dividend that is generally expected in the market, or from the dividend that is actually paid. This may affect the pricing of the Securities.

#### **5.3.2 Indices**

##### **New or unrecognised indices**

The redemption of the Securities may depend on equity or commodity indices. These may be indices that are generally recognised and used on an international scale, e.g. the DAX 30 index, CAC 40, S&P 500, Dow Jones index. An index may also, however, be created for the sole purpose of serving as an Underlying for a particular security.

In cases involving indices like these that are not generally recognised or are new, there may be less transparency with regard to their composition and calculation. It may also be the case that there is less other information available on the index. In addition, subjective criteria can carry much more weight in the composition of indices like these. This may result in greater reliance on the financial institution responsible for the composition and calculation of the index. There is no such reliance in cases involving generally recognised indices.

## 5. GENERAL INFORMATION ON THE UNDERLYING

The Issuer has no influence over the index which is the Underlying of the Securities issued by it. This means that the Issuer cannot exert any influence over the method of calculation, determination and publication of the index. Nor does it participate in decisions to change the index or to discontinue its calculation. Exception: The Issuer is also the index administrator.

The index is composed and calculated by the index administrator without the interests of the Securityholders being taken into account. The index administrator provides no guarantee for results that are supposed to be achieved by using the index. Nor does the index administrator guarantee that the index will reach a certain index level at a certain point in time. An index is composed and calculated by the index administrator independently of the Securities for which it serves as the Underlying.

### **Proprietary Indices**

If the Underlying is a Proprietary Index and the administrator of this Proprietary Index is not registered in the register prescribed by the BMR, the description of the Proprietary Index will be included in this Securities Note exclusively by a supplement in accordance with Article 23 of the Prospectus Regulation. This will not be the case for Proprietary Indices where Deutsche Bank AG is the administrator, as Deutsche Bank AG is registered in the register prescribed by the BMR.

### **Strategy indices**

Strategy indices reflect hypothetical investment strategies defined by an index administrator. This means that there is no actual trading or investment activity in the index constituents. Strategy indices generally grant the index administrator a considerable margin of discretion regarding their composition. This may lead to an adverse development in a strategy index used as an Underlying.

### **Price indices**

Unlike a net return index (also known as a performance index), price indices do not include dividends or other Distributions paid on index components in the calculation of the index level. This generally has a negative impact on the price of the index used as an Underlying, because the index components are usually traded at a discount after the payment of dividends or Distributions. This means that the index level of the price index does not rise/fall to the same extent as the index level of a comparable performance index.

### **Net return/performance indices**

In cases involving a net return index (also known as a performance index), the dividends or other Distributions paid on the index components are included as a net amount when the index level is calculated. This means that when calculating the index, the index administrator takes dividends or other Distributions into account after deducting an average tax rate assumed by the index administrator. The tax deduction means that the index level of the net return index does not rise/fall to the same extent as the index level of a comparable price index.

### **Adverse effects of fees on the index level**

Index concepts for index calculation may involve fees incurred by the index administrator for index calculation or for changes in the index composition. Such fees are generally charged if the same company acts as both the Issuer and index administrator. In addition, these cases usually relate to indices that were designed by the Issuer and reflect an investment strategy that was developed by the Issuer. They then usually serve as the Underlying for one or a limited number of securities issues.

These fees reduce the level of the index used as the Underlying. This has a negative impact on the price development of the Security in question. In cases involving indices that track specific markets or sectors, the fees may result in the index in question performing worse than a direct investment in the markets and sectors concerned.



## 5. GENERAL INFORMATION ON THE UNDERLYING

### 5.3.3 Commodities

#### Possible adjustments

Securities linked to commodities may be subject to adjustment or early termination under §6 of the General Conditions of the Securities in the event of certain relevant events in relation to the commodities or the exchange or contractual obligors in relation to the relevant commodities contracts.

#### Special features in cases involving precious metals

The market price of precious metals is subject to stronger fluctuations than the market price of other possible Underlyings, e.g. shares, other Securities or foreign currencies. The markets for precious metals also frequently have lower liquidity than those of other Underlyings. Markets for precious metals are therefore more susceptible to illiquidity (due to a lack of turnover) or price distortions (e.g. due to other market participants' speculative transactions). Finally, many precious metals are mined in emerging market countries. Adverse political changes (e.g. war or embargo) or economic problems may strongly impact the market price of precious metals.

#### Influence of rolling mechanisms

The yield on Securities linked to commodities as well as the performance of indices which reflect commodities may not perfectly correlate to the trend in the price of the commodities as the use of commodity futures contracts generally involves a rolling mechanism. This means that the commodity futures contracts which expire prior to the relevant Payment Day under the relevant Securities or prior to the maturity of the relevant index are replaced with commodity futures contracts that have a later expiry date. Any rise/fall in prices on such commodities may not be fully reflected in any payment under the relevant Securities or in the performance of the relevant index.

#### Differences between spot and futures markets

Moreover, investors in Securities linked to commodities or commodities-indices should note that prices of commodity futures contracts may have a trend which differs significantly from that of the commodity spot markets. The trend in the price of a commodity futures contract is closely linked to the present and future level of the production of the relevant commodity or to the level of estimated natural reserves, particularly in the case of energy commodities. In addition, the prices of commodity futures contracts may not be considered an accurate prediction of a market price, since they include the so-called "carrying costs" (for example, warehouse costs, insurance and transportation etc.) which are taken into account in the determination of the prices of commodity futures contracts. As such, investors in Securities linked to commodities or commodities-indices should note that any return on their investment or the performance of the relevant index may not fully reflect the performance of the commodity spot markets as a result of the discrepancy between the prices of commodity futures contracts and the prices of commodity spot markets.

### 5.3.4 Emerging Market Underlyings

If a Reference Item relates to an emerging market or developing country, the Underlying or its constituents will be identified as an "**Emerging Market Underlying**" in the Final Terms. This is the case, for example, if the Reference Item concerned is listed or traded on a stock exchange in an emerging market or developing country (e.g. shares or commodity futures). This also applies to Rates of Exchange, government bonds or bonds issued by sub-sovereign issuers from emerging markets or developing countries. Finally, this category also includes equity securities issued by companies which have their registered office in an emerging market or developing country or which do a significant part of their business in a country of this type, or indices which track shares or other financial instruments from emerging markets or developing countries.

## 5. GENERAL INFORMATION ON THE UNDERLYING

Political and economic structures in emerging markets and developing countries may be subject to considerable upheaval and rapid change. The currency of emerging markets or developing countries can exhibit considerable exchange rate volatility.

In addition, there is a possibility of restrictions against foreign investors, nationalisation or expropriation of assets, confiscatory taxation, confiscation or nationalisation of foreign bank deposits or other assets, the introduction of foreign currency bans, foreign currency controls or restrictions on the free movement of Rates of Exchange. Such factors and similar ones may lead to widespread, significant divestment by other investors and, as a result, rapid removal of investments for the purpose of reinvestment in other countries.

The development of securities markets is mostly still at an early stage in emerging markets and developing countries. This can negatively impact the value of Securities listed on these countries' stock exchanges and the reliability and duration of any settlement processes, possibly for long periods of time. Securities markets in emerging markets and developing countries may be subject to less governmental or other supervision than more developed securities markets.

Disclosure requirements, accounting standards and regulatory requirements for equity securities may be less strict in emerging markets or developing countries than, for example, in EU member states or other industrialised countries. This may affect the quality and completeness of the financial reporting and other publications of such issuers and thus have an influence on the valuation of the Reference Item(s) if these are equity securities.

**6. GENERAL CONDITIONS OF THE SECURITIES**

This chapter contains the general provisions that may apply equally to all Securities. These constitute the Issuer's and the investors' relevant rights and obligations in respect of the Securities. The General Conditions of the Securities, together with the Specific Terms of the Securities, form the relevant Terms and Conditions of the Securities.

An overview of the different sections that this chapter covers is presented below.

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The "**General Conditions of the Securities**" must be read in their entirety together with the section "**Specific Terms of the Securities**" of the relevant Final Terms for the relevant Series of Securities that shall complete and put in concrete terms these 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 applicable Specific Terms of the Securities. The Terms and Conditions are subject to adjustment in accordance with §6.

A version of the Specific Terms of the Securities as amended and put in concrete terms for the specific issuance will be contained in the Final Terms. In the event of any inconsistency between these Specific Terms of the Securities and the General Conditions of the Securities, the Specific Terms of the Securities shall prevail for the purposes of the Securities.

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 Warrants ("**Warrants**"). References to a Security shall mean a Security of a single unit.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### §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:

- 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 (with 0.005 or more 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 (with 0.005 or more 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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,

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

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(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, Euronext Securities, operated by 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. If the Securities are represented by a Global Security, 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



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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

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- 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.

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### §2 Exercise

#### (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. This requires the Securities to be exercised.

#### (2) Exercise

##### (a) Delivery of an Exercise Notice

- (i) The exercise shall take place on an Exercise Date, no later than on the last Exercise Date, by submission of an Exercise Notice to the Principal Agent, and in the case of French Securities, of a copy to the relevant Account Holder. The Specific Terms of the Securities may contain different terms.
- (ii) If the Exercise Notice is received at or before 10.00 a.m. (local time) on an Exercise Date, the exercise is deemed effected on the date of receipt; if receipt is after 10.00 a.m. (local time) on an Exercise Date, the exercise is deemed effected on the next Exercise Date, unless the date of the receipt was the last Exercise Date.
- (iii) As used herein:

**"Exercise Date"** means

- in the case of European-style Securities, the day specified under the heading "Exercise Date" in the Specific Terms of the Securities or, if such day is not a Business Day, the next following Business Day;
- in the case of American-style Securities, each Business Day during the Exercise Period; and
- in the case of Bermudan-style Securities, each of the days specified under the heading "Exercise Date" in the Specific Terms of the Securities or, if any such day is not a Business Day, the next following Business Day.

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

##### (b) Automatic exercise

- (i) If automatic exercise is provided for in the Specific Terms of the Securities, the Securities will be exercised automatically on the last Exercise Date, without the need for any Exercise Notice. This only applies if the Cash Amount payable on exercise is greater than zero.
- (ii) However, if automatic exercise has not been specified to apply in the Specific Terms of the Securities, any Security not exercised on the last occurring Exercise Date shall expire without value on such day and the Issuer shall have no further liabilities in respect of any such Security.
- (iii) If the Securities are specified in the Specific Terms of the Securities to be Portuguese Securities, the Securities will be

## 6. GENERAL CONDITIONS OF THE SECURITIES

exercised automatically on the last occurring Exercise Date, without the need for any Exercise Notice. This only applies if the Cash Amount payable on exercise is greater than zero.

### (c) **Renouncement Notice for Italian SeDex Traded Securities**

- (i) If the Securities are specified in the Specific Terms of the Securities to be Italian Securities that are admitted to trading on the Borsa Italiana SeDeX multilateral trading facility (the "**Italian SeDeX Traded Securities**"), automatic exercise of these Securities takes place on the last Exercise Date.
- (ii) A Securityholder can, however, renounce the automatic exercise of the respective Italian SeDex Traded Securities. To do this, the Securityholder submits a duly completed Renouncement Notice (the "**Renouncement Notice**") substantially in the form set out in Annex 3 (A) or Annex 3 (B) of the Terms and Conditions to the Agent in Italy, with a copy to the Issuer, or sends this by fax, before the Renouncement Notice Cut-Off Time specified in the Specific Terms of the Securities (the "**Renouncement Notice Cut-Off Time**") in accordance with the applicable SeDex market rules. If Governing Law for the Securities is specified in the Specific Terms of the Securities to be German law, the Securityholder also sends a copy to the Securityholder's account-holding Financial Intermediary at Monte Titoli.
- (iii) Once received, a Renouncement Notice cannot be revoked or withdrawn. If a duly completed Renouncement Notice is received before the Renouncement Notice Cut-Off Time, the respective Securityholder has no entitlement to receive any payments due in respect of the relevant Italian SeDex Traded Securities from the Issuer. In this case, the Issuer has no further obligations in respect of these Italian SeDex Traded Securities.
- (iv) Following receipt of a Renouncement Notice, the transfer of the Italian SeDex Traded Securities to which this Renouncement Notice relates is no longer possible.
- (v) The Agent in Italy makes the decision on the due completion and form of Renouncement Notices at its reasonable discretion; the decision is conclusive and binding for the Issuer, the Agent and the respective Securityholder.
- (vi) Subject to as set out below, if a Renouncement Notice is determined to be incomplete or not in proper form, it shall be void. If a Renouncement Notice is subsequently corrected to the satisfaction of the Agent in Italy, it will be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Agent in Italy.
- (vii) If a Securityholder does not complete a Renouncement Notice properly in accordance with the provisions of this document, automatic exercise and redemption of the relevant Italian SeDex Traded Securities in the manner described in this document occurs, as a result of which the Issuer is discharged of all liabilities in respect of these Italian SeDex Traded Securities.

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### (d) **Uncertificated Securities by SIX SIS AG**

If the Securities are specified in the Specific Terms of the Securities to be Uncertificated Securities by SIX SIS AG ("**Uncertificated SIS Securities**"), a copy of an Exercise Notice to the relevant Clearing Agent is not required.

### (e) **Form of the Exercise Notice**

"**Exercise Notice**" means a notice in text form in which a Securityholder declares the exercise of one or more Securities. The Specific Terms of the Securities may contain different terms. The form included in Annex 1 of the Terms and Conditions can be used for this purpose, but is not necessary for that form to be used in order for the notice to be effective. The Exercise Notice must contain the following information:

- (i) it specifies the number of the Securities which are the subject of such notice;
- (ii) it 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) it specifies the number of the account at the relevant Clearing Agent to be credited with any cash amounts payable;
- (iv) in the case of physical delivery, it includes account details at each relevant "**Physical Delivery Clearing System**" ("**Delivery Details**");
- (v) an undertaking to pay all Securityholder Expenses in accordance with §2(5) and the aggregate Strike and any other cash amounts, if applicable, payable to the Issuer in connection with the exercise or settlement of the relevant Securities,
  - an irrevocable instruction of the relevant Clearing Agent to deduct an amount(s) in respect thereof from any cash amounts due as referred to in paragraph (iii) above or to debit a specified account with the relevant Clearing Agent with any such amounts in each case on or after the Exercise Date, and
  - authorisation of the Principal Agent to so direct the relevant Clearing Agent on behalf of the relevant Securityholder;
- (vi) it includes a confirmation
  - that neither the Securityholder nor any person on whose behalf the Securities are being exercised 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 exercise 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,

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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, as amended (the "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) it includes an authorisation of the production of such notice in any applicable administrative or legal proceedings.
- (f) If the Securities are specified in the Specific Terms of the Securities to be Portuguese Securities any reference to Clearing Agent in paragraphs (e) (ii), (iii) and (v) above shall instead be read as reference to the relevant Affiliate Member of Interbolsa.
- (g) If the Securities are specified in the Specific Terms of the Securities to be French Securities any reference to Clearing Agent in paragraphs (e) (ii), (iii) and (v) above shall be read as reference to the relevant Account Holder.
- (h) If the Securities are specified in the Specific Terms of the Securities to be Uncertificated SIS Securities, paragraphs (ii) to (iv) above shall be replaced as follows:
- the Exercise Notice irrevocably entitles the bank of the Securityholder to transfer the exercised Securities to the Principal Agent;
  - the Exercise Notice specifies the number of the account to be credited with any cash amounts payable;
  - where physical delivery applies, the Exercise Notice specifies the accounts to which physical delivery is to be made ("**Delivery Details**").
- (i) **Delivery Notice**
- Delivery Notice means a notice in text form of a Securityholder substantially in the form set out in Annex 2 which is as further described in para. (3) below. If automatic exercise is specified to apply in the Specific Terms of the Securities and if physical delivery applies, a duly completed Delivery Notice must be delivered by the Securityholder to the Principal Agent, and, with respect to French Securities, to the relevant Account Holder, at or before 10.00 a.m. Central European Time on the last occurring Exercise Date in order to obtain delivery of the Physical Delivery Amount. This does not apply if Delivery Notice is specified not to apply in the Specific Terms of the Securities or the relevant Securities are otherwise exercised by the Securityholder. If a Delivery Notice is delivered after such time, physical delivery shall occur immediately after receipt of this Delivery Notice.

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### (j) **Exercise of Redemption Right and exercise following a Barrier Event or Redemption Event**

- (i) The exercise by the Issuer of a Redemption Right shall prevent any automatic exercise of Securities in accordance with para. (b) above. Securities already redeemed can nevertheless be exercised by Securityholders on or before the third Business Day before the Redemption Date. Any Exercise Notice received after this date shall be void.
- (ii) After the occurrence of a Barrier Event or Redemption Event, exercise is no longer possible.

### (k) **Minimum or Maximum Exercise Amount**

- (i) Where a Minimum Exercise Amount has been specified in the Specific Terms of the Securities, any Exercise Notice in respect of fewer Securities than such Minimum Exercise Amount shall be void.
- (ii) Where an Integral Exercise Amount has been specified in the Specific Terms of the Securities, any Exercise Notice that is not in respect of an integral multiple of the Integral Exercise Amount shall be void.
- (iii) Where a Maximum Exercise Amount has been specified in the Specific Terms of the Securities, if the Calculation Agent determines that the number of Securities being exercised on any Exercise Date exceeds such Maximum Exercise Amount (the "**Quota**"), the Issuer may deem the Exercise Date for the first Quota of such Securities to be such day and the Exercise Date for each additional Quota of such Securities (and any remaining number thereof) to be each of the succeeding Exercise Dates. The valid Exercise Notices are selected for each of these days in the order of their receipt until all Securities have been attributed with an Exercise Date. For Securities for which the Exercise Date would thereby fall on a day after the last Exercise Date, this last Exercise Date is deemed the Exercise Date. In any case where more than the Quota of Securities are exercised on the same day, the determination of the order of settlement in respect of such Securities shall be at the reasonable discretion of the Issuer.

As used herein:

**"Integral Exercise Amount"** is as defined in the Specific Terms of the Securities.

**"Maximum Exercise Amount"** is as defined in the Specific Terms of the Securities.

**"Minimum Exercise Amount"** is as defined in the Specific Terms of the Securities.

### (3) **Redemption**

- (a) 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 2 to the Terms and Conditions which:

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- (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) specifies the 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(5) in connection with the exercise or 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 Exercise 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 exercise or 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.



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- (b) 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.
- (c) 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.

### (4) **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.

### (5) **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 and, if Physical Delivery applies, the Strike as specified in the Specific Terms of the Securities.
- (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.

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(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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### §3 Settlement

#### (1) Scope

This §3 only applies to exercised Securities.

#### (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) 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.

(b) 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,

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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

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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,

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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).

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- (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.



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### **§4 Coupon**

The Securities will not bear interest.

**§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.

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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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

- (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:

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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

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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.

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- (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

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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, 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



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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

### (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

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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.

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- (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.

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### (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

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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

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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),

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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



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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) 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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 Issue Price of the relevant Security.

**"Derivative Component"** means, in respect of a Security, the option component or embedded derivative(s) in respect of the Issue Price of the Security, 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 Issue Price of the Security 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

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- 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.

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### (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

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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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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:

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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

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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:



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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.

## 6. GENERAL CONDITIONS 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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### (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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

- 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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;

## 6. GENERAL CONDITIONS OF THE SECURITIES

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



## 6. GENERAL CONDITIONS OF THE SECURITIES

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;

## 6. GENERAL CONDITIONS OF THE SECURITIES

**"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 depository, 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;

## 6. GENERAL CONDITIONS OF THE SECURITIES

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) Where representation by a Global Security is stated to be applicable in the Specific Terms of the Securities, the Securities will be represented by a global security (the "**Global Security**"). No definitive Securities will be issued. The Global Security may, at any time and without the consent of the Securityholders, be replaced with an electronic security of the same content in accordance with the German Electronic Securities Act (*Gesetz über elektronische Wertpapiere*, "**eWpG**"). In this case, the Issuer shall be entitled to adjust all provisions of the Specific Terms of the Securities that provide for or relate to representation by a Global Security so as to reflect the changed form of securitisation. The changed form of securitisation, including the resulting necessary changes to the Specific Terms of the Securities, shall be published as set out in §16.
- (b) Where issuance of the Securities as an electronic security within the meaning of the eWpG is stated to be applicable in the Specific Terms of the Securities, the Securities will be issued as an electronic security ("**Central Register Security**") and the Issuer, instead of issuing a Global Security, will arrange for their registration by the Central Register Securities registrar ("**Central Register Securities Registrar**") in the electronic securities register ("**Central Register**") that is specified in the Specific Terms of the Securities. Prior to registration, the Issuer must deposit the terms and conditions of the security as a permanent electronic document with the Central Register Securities Registrar. The Beneficiaries within the meaning of § 3(2) eWpG are not entitled to request individual registration in the Central Register. The Central Register Security may, at any time and without the consent of the Beneficiary within the meaning of § 3(2) eWpG, be replaced with a Global Security of the same content. In this case, the Issuer shall be entitled to adjust all provisions of the Specific Terms of the Securities that provide for or relate to securitisation in the form of Central Register Securities so as to reflect the changed form of securitisation. The changed form of securitisation, including the resulting necessary changes to the Specific Terms of the Securities, shall be published as set out in §16.
- (c) 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 or issued as a separate Central Register Security, as applicable. 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.

The Central Register Securities will be entered in collective registration in a Central Register as a collective securities holding in the name of a

## 6. GENERAL CONDITIONS OF THE SECURITIES

central securities depository as holder. The central securities depository administers the collective registration on a fiduciary basis for the Beneficiary within the meaning of § 3(2) eWpG without being such a beneficiary itself. The Securities shall be transferred as co-ownership interests in the collective securities holding in accordance with the applicable provisions and rules of the Central Register Securities Registrar and the applicable provisions of law.

- (b) If the 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 or in the Central Register Security, as applicable, is transferred to such recipient at the same time.

### (3) **Status and ranking**

- (a) In case of Securities the ranking of which is specified in the Specific Terms of the Securities as preferred, such 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.

In accordance with § 46f(5) of the German Banking Act (*Kreditwesengesetz*, "**KWG**"), the obligations under such Securities rank in priority of those under debt instruments of the Issuer within the meaning of Section 46f(6) sentence 1 KWG (also in conjunction with § 46f(9) KWG) or any successor provision, including eligible liabilities within the meaning of Articles 72a and 72b(2) CRR.

- (b) In case of Securities the ranking of which is specified in the Specific Terms of the Securities as non-preferred, such Securities constitute unsecured and unsubordinated non-preferred liabilities of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated non-preferred liabilities of the Issuer. This is subject to statutory priorities conferred to certain unsecured and unsubordinated non-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.

In accordance with § 46f(5) KWG, in the event of resolution measures being 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, the obligations under such Securities shall rank behind the claims of unsubordinated creditors

## 6. GENERAL CONDITIONS OF THE SECURITIES

of the Issuer not qualifying as obligations within the meaning of § 46f(6) sentence 1 KWG (also in conjunction with § 46f(9) KWG) or any successor provision; this includes eligible liabilities within the meaning of Article 72b(2) CRR where point (d) of such Article does not apply. In any such event, no amounts shall be payable in respect of the Securities until the claims of such other unsubordinated creditors of the Issuer have been satisfied in full.

- (c) If the ranking of the Securities is not specified in the Specific Terms of the Securities either as preferred or as non-preferred, the ranking of the Securities will be preferred (in this case the Securities should be understood as specified in the Specific Terms of the Securities as preferred).

### (4) **Eligible Liabilities Format**

- (a) 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.
- (b) 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, any early termination and cancellation of the Securities according to §6(3) is excluded. If the Securities are redeemed or repurchased by the Issuer early under circumstances other than those described in this §7(4)(b), then the amounts paid must be returned to the Issuer irrespective of any agreement to the contrary.

### (5) **Securityholders and Beneficiary within the meaning of § 3(2) eWpG**

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.

The "**Holder of a Central Register Security**" is the person registered in a Central Register as holder of a Central Register Security or of a certain co-ownership interest in a collective securities holding (if the Securities are issued as Central Register Securities, the central securities depositary is registered as holder (collective registration)).

The Beneficiary within the meaning of § 3(2) eWpG is the person who holds the right derived from the Central Register Security ("**Beneficiary within the meaning of § 3(2) eWpG**").

If the Securities are issued as Central Register Securities and the Securities Note refers to the Securityholder or the Holder of Securities, this actually means the Beneficiary within the meaning of § 3(2) eWpG.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### §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 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

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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.

### (4) **Central Register Securities Registrar**

In the case of Central Register Securities, the "**Central Register Securities Registrar**" shall be the Central Register Securities Registrar specified in the Specific Terms of the Securities. As long as the Securities exist as Central Register Securities, there will always be a Central Register Securities Registrar. Changes made by or affecting the Central Register Securities Registrar, including its replacement, shall be carried out in accordance with the applicable provisions of the eWpG, as amended from time to time, and/or the rules of the respective Central Register Securities Registrar. Changes made by or affecting the Central Register Securities Registrar shall be published as set out in §16. Neither the Issuer nor the Agents shall be liable for the proper maintenance of the Central Register by the Central Register Securities Registrar. The Central Register Securities Registrar's statutory liability under § 7 eWpG remains unaffected.



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### §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

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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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

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### **§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) 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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### §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 issued as Central Register Securities, the Issuer will only be obliged to pay under the Securities pursuant to § 29(1) eWpG if the Holder of a Central Register Security instructs the Central Register Securities Registrar to register the transfer of ownership to the Issuer upon presentation of proof of payment.
  - (d) 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.
  - (e) Each of the persons shown in the records of a Clearing Agent as the holder of a particular number 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.

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### (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, provided the Securities are represented by a Global Security, 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. This paragraph (3) shall apply correspondingly to Central Register Securities, where applicable.

In the case of Central Register Securities, presentation within the meaning of § 801 BGB shall take the form of an explicit request for payment and the provision of prima facie evidence of the entitlement, pursuant to § 29(2) eWpG.

### (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.

**(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 bank

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and issue or confer such instruments on the Securityholders;  
and/or

- apply any other Resolution Measure, including, but not limited to,
  - (i) any transfer of 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. 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, arrangements or understandings between the Securityholder and the Issuer relating to the subject matter of these General Conditions of the Securities. 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 total number 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.

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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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### **§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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### **§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**

- (a) In the case of Securities other than Securities specified in the Specific Terms of the Securities to be governed by English law, notices to the Securityholders shall be published on the website [www.xmarkets.db.com](http://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*).
- (b) If the Governing Law is specified in the Specific Terms of the Securities to be English law, notices to the Securityholders shall be published:
  - (i) by delivery to the Clearing Agent(s) for communication by the Clearing Agent(s) to the Securityholders; and/or
  - (ii) subject to it not being specified otherwise in the Final Terms, on the website [www.xmarkets.db.com](http://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 sub-paragraph (ii) and in the German Federal Gazette (*Bundesanzeiger*).

**(2) Delivery**

- (a) Any notices published under para. (1)(a) 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](http://www.cmvm.pt)), if such disclosure is required.
- (c) If the Governing Law is specified in the Specific Terms of the Securities to be English law, any notices published under para. (1)(b) shall be deemed to have been delivered:
  - (i) if published by delivery pursuant to para. (1)(b)(i) above, on the Business Day after such delivery to the Clearing Agent or all Clearing Agents (if more than one);
  - (ii) if published pursuant to para. (1)(b)(ii) above, on the date of such publication; or
  - (iii) if published by delivery pursuant to para. (1)(b)(i) above and published pursuant to para. (1)(b)(ii) above, on the earlier of (a) the Business Day after such delivery to the Clearing Agent or all the Clearing Agents (if more than one) as described in para. (1)(b)(i) above and (b) the date of such publication as described in para. (1)(b)(ii) above.

**(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

## 6. GENERAL CONDITIONS OF THE SECURITIES

website, [www.bourse.lu](http://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](http://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](http://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](http://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.

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### §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

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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)(a) 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### **§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,

## 6. GENERAL CONDITIONS OF THE SECURITIES

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](http://www.cmvm.pt))



## 6. GENERAL CONDITIONS OF THE SECURITIES

### (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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### Annex 1

#### FORM OF EXERCISE 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.*

*This form is not applicable in respect of Uncertificated SIS Securities. The form for Uncertificated SIS Securities may be obtained on request to the Principal Agent.*

*When completed this notice should be sent by the Securityholder to the Principal Agent and copied to the relevant Clearing Agent, or in the case of Portuguese Securities, the relevant Affiliate Member of Interbolsa, 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/Affiliate Member of Interbolsa/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), or is

## 6. GENERAL CONDITIONS OF THE SECURITIES

not copied to the Clearing Agent, or in the case of Portuguese Securities, copied to the relevant Affiliate Member of Interbolsa, and in the case of French Securities, copied to the relevant Account Holder, 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, or in the case of Portuguese Securities, copied to the relevant Affiliate Member of Interbolsa, and in the case of French Securities, copied to the relevant Account Holder.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### PLEASE USE BLOCK CAPITALS

#### 1. Number of the Securities

The number of the Securities being exercised is as follows:

#### 2. Account details:

[I/We\*] hereby irrevocably instruct and authorise the [Clearing Agent/Affiliate Member of Interbolsa/Account Holder] to debit on or before the Settlement Date the account specified below with the number of the Securities being exercised and [I/we\*] hereby authorise the Principal Agent to so direct the [Clearing Agent/Affiliate Member of Interbolsa/Account Holder] on [my/our\*] behalf.

Account details:  
[\*delete as appropriate]

*[If cash settled, insert below and renumber paragraphs accordingly:]*

#### 3. Cash Amounts

The account with the [Clearing Agent/Affiliate Member of Interbolsa/Account Holder] to be credited with any Cash Amount(s), Disruption Settlement Amount, Adjustment Amount and any other cash amounts payable to [me/us\*] is as follows:

Account details:       ]  
[\*delete as appropriate]

*[If not physically settled, delete (4) below and renumber paragraphs accordingly:]*

#### 4. Physical Delivery Amount

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

Account details:

#### 5. Securityholder Expenses

[I/We\*] hereby undertake to pay all Securityholder Expenses and the aggregate Strike and any other cash amounts, if applicable, payable in connection with the exercise and settlement of the relevant Securities and [I/we\*] hereby irrevocably instruct the [Clearing Agent/Affiliate Member of Interbolsa/Account Holder] to deduct an amount or amounts in respect thereof from any cash amount due to [me/us\*] as referred to under 3 above and/or to debit [my/our\*] account with the [Clearing Agent/Affiliate Member of Interbolsa/Account Holder] specified below with an amount or amounts in respect thereof, in each case on or after the Exercise Date and [I/we\*] hereby authorise the Principal Agent to so direct the [Clearing Agent/Affiliate Member of Interbolsa/Account Holder] on [my/our\*] behalf.

Account details:  
[\*delete as appropriate]

## 6. GENERAL CONDITIONS OF THE SECURITIES

### 6. Certification of non-US beneficial ownership

The undersigned hereby [certify/ies\*] that, as of the date hereof, neither the person exercising the Securities that are the subject of this notice nor any person on whose behalf the Securities are being exercised 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 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. Use of Exercise 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:

6. GENERAL CONDITIONS OF THE SECURITIES

**Annex 2**

**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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### PLEASE USE BLOCK CAPITALS

#### 1. Number of the Securities

The aggregate number 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 this account with the aggregate number 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 exercise and/or 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 Exercise Date or 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 exercised or



## 6. GENERAL CONDITIONS OF THE SECURITIES

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:

6. GENERAL CONDITIONS OF THE SECURITIES

**Annex 3 A**

**FORM OF RENOUNCEMENT NOTICE**

*(to be used if the Governing Law is specified to be English law in the Specific Terms of the Securities)*

**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 Agent in Italy. The most recent form of this notice may be obtained on request to the Agent in Italy.*

To: [Deutsche Bank S.p.A.,  
Direzione Generale - Ufficio Titoli  
Piazza del Calendario, 3  
20126 Milan (Italy)

Attention: Andrea Moioli  
Phone no. +39 02 4024 3864  
Fax no. +39 02 4024 2790]

cc: [Issuer Details]  
[address]  
Attention: [ ]  
Fax: [ ]  
Phone: [ ]

[Subject to as set out below, if this notice is determined to be incomplete or not in proper form (in the determination of the Agent in Italy), or is not copied to the Issuer immediately after being delivered or sent to the Agent in Italy, it shall be void.

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

6. GENERAL CONDITIONS OF THE SECURITIES

**PLEASE USE BLOCK CAPITALS**

We/I the undersigned Holder(s) of the Securities

\_\_\_\_\_

hereby communicate that we are renouncing the automatic exercise on the Exercise Date of the rights granted by the Securities in accordance with the Terms and Conditions of the Securities. We understand that as a result we shall have no right to receive any amounts in respect of the Securities we hold.

Series No. of the Securities:

\_\_\_\_\_

Number of Securities the subject of this notice:

\_\_\_\_\_

The undersigned understands that if this Renunciation Notice is not completed and delivered as provided in the Terms and Conditions or is determined to be incomplete or not in proper form (in the determination of the Agent in Italy), it will be treated as null and void.

If this Renunciation Notice is subsequently corrected to the satisfaction of the Agent in Italy, it will be deemed to be a new Renunciation Notice submitted at the time such correction was delivered to the Agent in Italy.

Expressions defined in the Terms and Conditions shall bear the same meanings in this Renunciation Notice.

Place and date:

\_\_\_\_\_

Signature of the Securityholder

Name of beneficial owner of the Securities

\_\_\_\_\_

\_\_\_\_\_

Signature

## 6. GENERAL CONDITIONS OF THE SECURITIES

### Annex 3 B

#### FORM OF RENOUNCEMENT NOTICE

*(to be used if the Governing Law is specified to be German law in the Specific Terms of the Securities)*

#### 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 Agent in Italy and copied to his/her Financial Intermediary, accountholder at [Monte Titoli][*insert other clearing agent*]. The most recent form of this notice may be obtained on request to the Agent in Italy.

To: [Deutsche Bank S.p.A.,  
Direzione Generale - Ufficio Titoli  
Piazza del Calendario, 3  
20126 Milan (Italy)

Attention: Andrea Moioli  
Phone: +39 02 4024 3864  
Fax: +39 02 4024 2790]

cc: Financial Intermediary accountholder at [Monte Titoli][*insert other clearing agent*]

[●]

(the "**Financial Intermediary**")

cc: [Issuer Details]  
[address]  
Attention: [ ]  
Fax: [ ]  
Phone: [ ]

[Subject to as set out below, if this notice is determined to be incomplete or not in proper form (in the determination of the Agent in Italy), or is not copied to the Issuer and the Financial Intermediary immediately after being delivered or sent to the Agent in Italy, it shall be void.

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

6. GENERAL CONDITIONS OF THE SECURITIES

**PLEASE USE BLOCK CAPITALS**

We/I the undersigned Holder(s) of the Securities

\_\_\_\_\_

hereby communicate that we hold the securities through the Financial Intermediary indicated above and we are hereby renouncing the automatic exercise on the Exercise Date of the rights granted by the Securities in accordance with the Terms and Conditions of the Securities. We understand that as a result we shall have no right to receive any amounts in respect of the Securities we hold.

Series No. of the Securities:

\_\_\_\_\_

Number of Securities the subject of this notice:

\_\_\_\_\_

The undersigned understands that if this Renunciation Notice is not completed and delivered as provided in the Terms and Conditions or is determined to be incomplete or not in proper form (in the determination of the Agent in Italy), it will be treated as null and void.

If this Renunciation Notice is subsequently corrected to the satisfaction of the Agent in Italy, it will be deemed to be a new Renunciation Notice submitted at the time such correction was delivered to the Agent in Italy.

Expressions defined in the Terms and Conditions shall bear the same meanings in this Renunciation Notice.

Place and date:

\_\_\_\_\_

Signature of the Securityholder

## 6. GENERAL CONDITIONS OF THE SECURITIES

### Annex 4

#### 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 percent but less than 50 percent of the outstanding voting shares of any class of shares of the Fund, as determined by the

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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



## 6. GENERAL CONDITIONS OF THE SECURITIES

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)

## 6. GENERAL CONDITIONS OF THE SECURITIES

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 percent 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;

## 6. GENERAL CONDITIONS OF THE SECURITIES

**"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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### Annex 5

#### 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:  
In case of Securities the ranking of which is specified in the Specific Terms of the Securities as preferred, such 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

**“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

## 6. GENERAL CONDITIONS OF THE SECURITIES

- (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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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 §1 of the General Conditions of the Securities of such Collateralised Securities



## 6. GENERAL CONDITIONS OF THE 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

- (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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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 §3 of the

## 6. GENERAL CONDITIONS OF THE SECURITIES

General Conditions of the Securities 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 §3 of the General Conditions of the Securities 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.

## 6. GENERAL CONDITIONS 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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

**"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).



## 6. GENERAL CONDITIONS OF THE SECURITIES

### 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 §16 of the General Conditions of the Securities. 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

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### 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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### 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 §16 of the General Conditions of the Securities 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 percent 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 percent 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 §12 of the General Conditions of the Securities 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 §12 of the General Conditions of the Securities 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 percent in aggregate nominal

## 6. GENERAL CONDITIONS OF THE SECURITIES

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.

## 6. GENERAL CONDITIONS OF THE SECURITIES

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 percent, such Required Collateral Value will be adjusted to use a Collateralisation Percentage of 100 percent, 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 §16 of the General Conditions of the Securities 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

## 6. GENERAL CONDITIONS OF THE SECURITIES

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 percent 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 percent 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 percent 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. GENERAL CONDITIONS OF THE SECURITIES

### 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 §16 of the General Conditions of the Securities.
- 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 §7 of the General Conditions of the Securities 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 §16 of the General Conditions of the Securities.
- 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. GENERAL CONDITIONS OF THE SECURITIES

- 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 §6 of the General Conditions of the Securities and may take any of the actions specified in §6 of the General Conditions of the Securities including, without limitation, cancellation of all but not some only of the Collateralised Securities in accordance with §6 of the General Conditions of the Securities. 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 §6 of the General Conditions of the Securities and may take any of the actions specified in §6 of the General Conditions of the Securities including, without limitation, cancellation of all but not some only of the Collateralised Securities in accordance with §6 of the General Conditions of the Securities.

## 6. GENERAL CONDITIONS OF THE SECURITIES

### 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 §16 of the General Conditions of the Securities 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 §16 of the General Conditions of the Securities.
- (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 of level of a Reference Item for the purposes of §1 of the General Conditions of the Securities 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.

6. GENERAL CONDITIONS OF THE SECURITIES

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

ISIN:

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 percent 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"<sup>1</sup> of eligible securities and cash held in the Secured Accounts to determine and report whether a "Transactional Margin Deficit"<sup>2</sup> 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"<sup>3</sup> 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"<sup>4</sup> or "Haircut Percentage"<sup>5</sup> 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 Amount<sup>6</sup> (being the Required Collateral Value jointly notified by the Issuer and

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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.

<sup>6</sup> 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"<sup>7</sup>, 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 percent 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 Pledge Agreement and will, acting in accordance with instructions provided by the Instructing

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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.

<sup>7</sup> 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

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

### INDEX OF DEFINITIONS<sup>10</sup>

Definitions	References
Additional Conditions	§13(1)
Additional Exercise Date	§6(1)(d)
Adjustment Amount	§1(1)
Adjustment Date	§17(4)
Adjustment Event	§6(1)(a)
Adjustment/Termination Event	§6(2)
Adjustment/Termination Notice	§6(3)(e)(i)
Adjustment/Termination Restriction	§6(4)(e)
Affiliate	§5(3)(n)
Agent	§8(2)
Basket Constituent	§1(3)(c)
Basket Constituent Currency	§1(3)(c)
Basket Constituent Level	§1(3)(c)
Basket Constituent Percentage Weight	§1(3)(c)
Basket Constituent Weight	§1(3)(c)
Beneficiary within the meaning of § 3(2) eWpG	§7(5)
Business Day	§1(3)(d)
Calculation Agent	§9(1)(a)
Cash Amount	§1(3)(a)
Central Register	§7(1)(a)
Central Register Securities Registrar	§8(4)
Central Register Security	§7(1)(a)
Clearing Agent	§1(3)(d)
Commodity Exchange Act	Annex 1 no. 6., Annex 2 no. 6./7.
Control	§5(3)(n) under "Affiliate"
controlled by	§5(3)(n) under "Affiliate"
Cut-off Date	§2(3)(a)
CVM	§1(3)(d)
De-Listing	§6(5)(a)(ii)1., §6(5)(c)(ii)1.
Delivery Details	§2(2)(e)(iv), §2(2)(h)
Delivery Notice	§2(3)(a)
Derivative Component	§6(3)(f) in the description of the formula
Derivative Value	§6(3)(f) in the description of the formula
Designated Maturity	§5(5)(c)
Deutsche Bank AG, London Branch	§1(3)(d) in the text under "Issuer"

<sup>10</sup> The Index covers the definitions contained in sections 1 to 21 of the General Conditions of the Securities.

## 6. GENERAL CONDITIONS OF THE SECURITIES

Definitions	References
Deutsche Bank AG, Milan Branch	§1(3)(d) in the text under "Issuer"
Deutsche Bank AG, Sucursal em Portugal	§1(3)(d) in the text under "Issuer"
Deutsche Bank AG, Sucursal en España	§1(3)(d) in the text under "Issuer"
Deutsche Bank AG, Zurich Branch	§1(3)(d) in the text under "Issuer"
Disruption Settlement Amount	§3(9)(c)
Distribution	§3(7)(a), (b), (c) and (d)
Emerging Market Underlying	§5(2)(c)
Essential Characteristics	§1(3)(d)
Established Rate	§17(4)
Euro-zone	§5(5)(b)
Exchange Rate	§1(3)(d)
Exercise Date	§2(2)(a)(iii)
Exercise Notice	§2(2)(e)
Exercise Period	§2(2)(a)(iii)
Final Reference Level	§1(3)(d)
Financial Intermediary	Annex 3B
First Currency	§5(2)(c), §6(5)(e)
Force Majeure Event	§6(4)(g)
French Securities	§1(3)(d)
Fund	§6(5)(g)
Fund Information Document	§6(5)(g)
Fund Share	§6(5)(g)
General Adjustment Events	§6(1)(a)
General Adjustment/Termination Events	§6(2)
Global Security	§7(1)(a)
Hedging Arrangements	§5(3)(a)
Hedging Party	§5(3)(b)
Holder of a Central Register Security	§7(5)
Holder of Securities	§7(5)
Holding Threshold	§6(5)(g)
Iberclear	§1(3)(d)
ICRA	§6(3)(f)
Illegality Event	§6(4)(d)(i)
Index Sponsor	§5(3)(c)
Initial Issue Price	§1(3)(d)
Initial Valuation Date	§1(3)(d)
Insolvency	§6(5)(a)(ii)2., §6(5)(c)(ii)2.
Integral Exercise Amount	§2(2)(k)(iii)

## 6. GENERAL CONDITIONS OF THE SECURITIES

Definitions	References
Interbolsa	§1(3)(d)
Intervening Period	§3(10)
Investment Guidelines	§6(5)(g)(ii)7.
Investment Management Agreement	§6(5)(h)(i)
Issue Date	§1(3)(d)
Issue Volume	§1(3)(d)
Issuer	§1(3)(d)
Issuer Costs Reimbursement Amount	§6(3)(f)
Italian Clearing Agent	§1(3)(d)
Italian SeDex Traded Securities	§2(2)(c)(i)
Listing	§18(1)(c)
Manager	§6(5)(g)
Market Disruption	§5(2)
Market Relevant Time	§5(5)(d)
Market Value	§3(9)(e), §6(3)(f)
Master Fund	§6(5)(g)
Maximum Exercise Amount	§2(2)(k)(iii)
Merger Date	§6(5)(a)(ii)5.
Merger Event	§6(5)(a)(ii)3.
Minimum Exercise Amount	§2(2)(k)(iii)
Minimum Redemption	§6(3)(f) in the description of the formula
Multi-Exchange Index	§5(3)(h)
Multiplier	§1(3)(d)
National Currency Unit	§17(4)
Non-United States Person	§2(2)(e)(vi)2., Annex 1 no. 6., Annex 2 no. 6./7.
Observation Dates	§5(1)
Option Cut-off Date	§6(3)(e)(iii)
Option Notice	§6(3)(e)(iii)
Original Currency	§17(1)(b)
Payment Day	§3(5)(a)
Physical Delivery Amount	§1(3)(b)
Physical Delivery Clearing System	§1(3)(b)
Physical Delivery Unit	§1(3)(b)
Pre-Nominated Replacement Reference Item	§6(3)(g)(ii)
Primary Conditions	§13(1)
Principal Agent	§8(2)
Proprietary Index	§18(3)
Quota	§2(2)(k)(iii)

## 6. GENERAL CONDITIONS OF THE SECURITIES

Definitions	References
Rate of Exchange	§6(5)(e)
Redemption Date	§2(4)(b)
Redemption Notice	§2(4)(b)
Redemption Notice Time Span	§2(4)(b)
Redemption Period	§2(4)(b)
Redemption Right	§2(4)(a)
Reference Banks	§5(5)(f)
Reference Currency	§5(3)(i)
Reference Issuer	§6(5)(c)(ii)
Reference Item	§5(3)(j)
Reference Source	§5(3)(k)
Register	§8(3)(a)
Registrar	§8(3)(a)
Related Exchange	§5(3)(m)
Relevant Benchmark	§6(4)
Relevant Country	§5(3)(f)
Relevant Currency	§6(5)(e)
Relevant Date	§11(2)(b)
Relevant Determinations	§9(2)(a)
Relevant Exchange	§5(3)(e)
Relevant Market	§5(5)(e)
Relevant Reference Item	§5(3)(g)
Relevant Time	§5(3)(o)
Renouncement Notice	§2(2)(c)(ii)
Renouncement Notice Cut-Off Time	§2(2)(c)(ii)
Replacement Event	§13(1)
Representative Amount	§5(5)(g)
Resolution Measure	§12(2)(a)
Restricted Change	§1(3)(d)
Restricted Event	§1(3)(d)
Restricted Force Majeure Event	§1(3)(d)
Savings Component Value	§6(3)(f) in the description of the formula
Scheduled Closing Time	§5(3)(n)
Scheduled Valuation Date	§5(1)(a)
Second Currency	§6(5)(e)
Securities	Annex 1, Annex 2, Annex 3A, Annex 3B
Security	§1(1)
Security Component	§6(3)(f) in the description of the formula

## 6. GENERAL CONDITIONS OF THE SECURITIES

Definitions	References
Securityholder	§1(1), §7(5)
Securityholder Expenses	§2(5)(d)
Series	§1(1)
Settlement	§1(3)(d)
Settlement Currency	§1(3)(d)
Settlement Disruption Event	§3(9)(a)(ii)
Settlement Redemption Amount	§6(3)(f)
Share Company	§6(5)(a)(ii)5.
Spanish Securities	§1(3)(d)
Specific Adjustment Events	§6(1)(a)
Specific Adjustment/Termination Events	§6(2)
Specified Party	§6(5)(g)
Substitute	§13(1)
Substitute Market	§5(5)(a)
Successor Sponsor	§6(5)(b)(i)1.
T2S	§1(3)(d)
Tender Offer	§6(5)(a)(ii)5., §6(5)(g)(i)6.
Termination	§6(5)(a)(ii)4.; §6(5)(c)(ii)3.
Third Party Calculation Agent	§9(2)(b)
Trading Day	§1(3)(d)
Treaty	§17(4)
Ultimate Trading Day	§5(3)(d)
Uncertificated SIS Securities	§2(2)(d)
Underlying	§1(3)(d)
United States	Annex 1 no. 6., Annex 2
US Person	§2(2)(e)(vi), §2(3)(a)(vi), Annex 1 no. 6.
Valid Notice	§6(3)(e)(iii)
Valuation Date	§1(3)(d)
Value Date	§1(3)(d)

## 7. SPECIFIC TERMS OF THE SECURITIES

This chapter defines all the possible economic terms that may apply to the Securities. These are presented in the form of definitions and the various options are shown with the aid of square brackets and instructions shown in italics and highlighted in colour.

An overview of the different sections that this chapter covers is presented below.

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## 7.1 Introduction / General information for users

This chapter contains in the beginning under the section "General definitions applicable to the Securities" general definitions that may apply to all the Securities. This is followed by the section entitled "Specific definitions applicable to the Securities" containing special terms that apply to the respective individual or group product structures (in the case of call and put versions, the same product structure as otherwise) in addition to the general definitions. The general definitions applicable to the Securities and the specific definitions applicable to the Securities together form the Specific Terms of the Securities. The Specific Terms of the Securities, together with the General Conditions of the Securities form the Terms and Conditions of the Securities binding under prospectus law.

A version of the Specific Terms of the Securities as completed for the specific issuance<sup>11</sup> will be contained in the applicable Final Terms.

## 7.2 Specific Terms of the Securities

### General Definitions applicable to the Securities<sup>12</sup>

#### General Information

Security Type	Warrant [insert marketing name of product if applicable] [Type: [Put][Call] [Insert product type]]
ISIN	[ ]
[WKN	[ ]]
[Valoren	[ ]]
Issuer	[Deutsche Bank AG, Frankfurt am Main] [Deutsche Bank AG, London Branch] [Deutsche Bank AG, Milan Branch] [Deutsche Bank AG, Sucursal em Portugal] [Deutsche Bank AG, Sucursal en España] [Deutsche Bank AG, Zurich Branch]
Number of the Securities	[up to] [insert number] [insert amount] [insert type] [Securities] [Warrants] [insert marketing name of product if applicable] [If the Issue Volume has not been determined, include the maximum Issue Volume (if available) and a description of the agreements and the time for announcing the final offering amount]
[Initial Issue Price] [or]	[[insert amount] [insert percentage] [per Warrant][insert other marketing name of product, if applicable] [Security]] [until the Issue Date] [(excluding)][ ]

<sup>11</sup> The Final Terms will only amend and complete the information in this Base Prospectus in accordance with the Prospectus Regulation and all applicable rules for the contents of Final Terms.

<sup>12</sup> In the following General Definitions applicable to the Securities where a definition provides an option for a number or amount which will be determined by the Issuer, this option may only be used where the Securities are offered to the public, and such number or amount is not determined at the start of the offer period.

## 7. SPECIFIC TERMS OF THE SECURITIES

[initial issue price] [(plus subscription surcharge of [insert amount][insert percentage] [of the Initial Issue Price]).]

[Issue Price] [or] [issue price] [[On the Issue Date] [initially] [insert amount] [per [Warrant] [Security]] [The Issue Price [per [insert type] [Security] [Warrant] [insert marketing name of product if applicable]] [(plus subscription surcharge of [insert amount][insert percentage] [of the [Issue Price] [Initial Issue Price]])] will first be determined on the Issue Date and then be reset continuously.]

[Initially] [insert amount] [per [insert type] [Security] [Warrant] [insert marketing name of product if applicable]] [(plus subscription surcharge of [insert amount][insert percentage] [of the [Issue Price] [Initial Issue Price]])]. [Following issuance of the Securities, the [Issue Price] [price of the Securities] will be reset continuously.]

[Alternative Fund Provisions] Applicable. The Alternative Fund Provisions in Annex 4 to the General Conditions of the Securities apply to the Securities.]

[Fund Dealing Frequency: [ ]]

[Fund Notice Period: [ ]]

[Fund Reference AUM: [ ]]

Fund Settlement Period: [ ]]

[Secured Conditions] Applicable. The Secured Conditions in Annex 5 to the General Conditions of the Securities apply to the Securities.]

[Collateral Monitoring Agent: [ ]]

[Notification Time: [ ]]

[Collateral Valuation Currency: [ ]]

[Collateralisation Percentage: [ ]]

[Order of Priority: [Standard Order of Priority as defined in Annex 5] [(a), (b) [specify alternative order of sub-paragraphs (c) – (e) as needed]]

[Collateralised Security Call Amount: [ ]]

<b>COLLATERAL ASSETS TABLE</b>	
<b>Eligible Collateral Class</b>	<b>Margin Percentage</b>
[Add Eligibility Criteria] [repeat row as necessary]	[●]

[Repeat rows as necessary]

[Type of Collateralisation: [MV Collateralisation] [NMV Collateralisation], [Secondary Market Mid Price Collateralisation] or [Secondary Market Bid Price Collateralisation] [Alternative Collateralisation Method] [NA Collateralisation] [Par Plus Accrued Interest Collateralisation] [ ]

[Required Collateral Default Period: [ ]]

[Required Collateral Value Notification Date: [ ]]

### Underlying

Underlying [If the Securities relate to an Underlying A and an Underlying B insert: A and

[Insert in the case of a single Underlying:

Type: [Share] [Index] [Other Security] [Commodity] [Rate of Exchange] [Futures Contract] [Fund Share] [Interest Rate] [if the Underlying according to §5(2)(c) of the General Conditions of the Securities is to be deemed an Emerging Market Underlying, insert: Emerging Market Underlying (§5(2)(c) General Conditions of the Securities)]

7. SPECIFIC TERMS OF THE SECURITIES

repeat for Underlying B

Name: [ ]

[The price for [ ] on the Reference Source]

[(price index)] [(performance index)] [(insert type of index)]

[(monthly futures contract [ ] ] [RIC: [ ] ]

[, which is replaced on the Replacement Date by the relevant Successor Future if a Replacement Event occurs.

If a replacement is made, all references to the future as Underlying in the Specific Terms of the Securities shall be deemed to apply for the Successor Future. [Also with effect from the Replacement Date, the Calculation Agent shall make adjustments, if necessary, to one or more of the conditions as the Calculation Agent deems appropriate to account for the Replacement Event. The adjustments will be made to preserve the economic position of the Securityholder before the replacement, and will reflect the difference, if any, between the official closing price of the future and the official closing price of the Successor Future before the replacement became effective.]

If the Calculation Agent determines in its reasonable discretion that a Successor Future is not available, the Issuer will cancel the Securities as provided in §6(3)(e) of the General Conditions of the Securities.]

[Index Sponsor] [Sponsor] [issuer] [of Underlying] [Sponsor or issuer]: [ ]

[Reference Source: [as defined in §5(3)(k) of the General Conditions of the Securities] [ ] [page [ ] [(or a relevant subpage)] of the information provider Thomson Reuters][ ] [page [ ] [(or a relevant subpage)] of the information provider Bloomberg]]

[Barrier Reference Source: [ ] [page [ ] [(or a relevant subpage)] of the information provider Thomson Reuters][ ] [page [ ] [(or a relevant subpage)] of the information provider Bloomberg]]

[Multi-Exchange Index: [applicable][not applicable]]

[Related Exchange: [as defined in §5(3)(m) of the General Conditions of the Securities] [ ] ]

[Relevant Exchange: [ ] ]

[Fund Business Day: [applicable][not applicable]]

[Reference Currency: [ ] ]

[Currency Exchange: Currency Exchange [applies][is not applicable].]

[Base Currency: [ ] ]

[Foreign Currency: [ ] ]

ISIN: [ ] ]

[If there is no Underlying insert: None]

[Insert in the case of a Basket:

A Basket of assets comprised as follows: [insert details of respective type or types of the Underlying – Shares, Indices, Other Securities, Commodities, Rates of Exchange, Futures Contracts, Fund Shares or Shares and/or Interest Rates:]

Type of Basket Constituent	[if the Underlying according to §5(2) (c) of the General Conditions of the Securities is to be deemed an	Name of Basket Constituent	Sponsor or issuer of Basket Constituent	Reference Source	Security Code / ISIN of Basket Constituent

7. SPECIFIC TERMS OF THE SECURITIES

	<i>Emerging Market Underlying, insert:</i> <b>Emerging Market Underlying (§5(2)(c) General Conditions of the Securities)</b> ]				
[Share] [Index] [Multi-Exchange Index] [Other Security] [Commodity] [Rate of Exchange] [Futures Contract] [Fund Share] [Interest Rate]	[Specify for each Basket Constituent, if applicable:] [Yes][No]	[Insert name]	[Insert details]	[Insert Reference Source]	[Insert WKN/ISIN, if applicable]
<b>Name of Basket Constituent</b>	[ ]	[Basket Constituent Percentage Weight]	[Basket Constituent Weight]	[Basket Constituent Currency]	[Basket Constituent Relevant Exchange Time and Basket Constituent relevant exchange date]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
<b>Name of Basket Constituent</b>	[ ]	Relevant Basket Constituent Value	[ ]	[Related Exchange]	[Basket Currency Exchange]
[ ]	[ ]	[ ]	[ ]	[ ]	[applicable] [Not applicable]

7. SPECIFIC TERMS OF THE SECURITIES

[Include the following as required for specific terms below:]

Name of Basket Constituent	Multiplier	Barrier Determination Amount determination	Initial Reference Level	Barrier Percentage Level	Basket Constituent Barrier	Basket Constituent Determination Percentage Level
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

[Include the following where the Underlying relates to separate portfolios:]

Name of Basket Constituent	[ ]	Basket Constituent Percentage Weight for the Portfolio A ("Portfolio A")	Basket Constituent Percentage Weight for the Portfolio B ("Portfolio B")	Basket Constituent Percentage Weight for the Portfolio C ("Portfolio C")	Basket Constituent Percentage Weight for the Portfolio [ ] ("Portfolio [ ]")
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

]

[Underlying Replacement

Underlying replacement applies [in respect of each Basket Constituent]

[Replacement Asset

[ ]]

[Pre-Nominated Replacement Reference Item

[ ]]

[If the Underlying is a future that is regularly rolled, insert: Successor Future

The futures contract listed on the Reference Source, which is the same underlying concept as the future as Underlying and the shortest remaining term at the time the Replacement Event occurs[, provided that the term is not less than [ ].]

[If the Underlying is a future that is regularly rolled, insert: Replacement Date

[A][The] Trading Day [determined by the Calculation Agent following a Replacement Event] [following the day on which the Replacement Event occurs].]

[If the Underlying is a future that is regularly rolled, insert: Replacement Event

means [the future as Underlying has a remaining term of [insert number] Trading Days] [options contracts on the future as Underlying cease (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason and are not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent].]

[If the Underlying is a future that is regularly

means, in respect of a day, the difference between the last Reference Level of the Underlying [to be replaced] and the official closing price of the determined Successor

## 7. SPECIFIC TERMS OF THE SECURITIES

**rolled, insert:** Price Differential

Future published by the Reference Source prior to the immediately preceding Replacement Date.]

**[If Rolling Costs are taken into account, insert:** Rolling Costs

In respect of a Replacement Event, the product of the last price of the Successor Future [published on the relevant Reference Source of the Successor Future] prior to [the replacement taking effect] [the Replacement Date] and [ ] percent.]

**[If the Underlying is a future, which is continuously replaced, and the Rollover Factor is determined on the basis of the Initial Reference Level or the level of the Successor Future insert:** Rollover Factor

- [(a) for the period commencing on (and including) the Issue Date and ending on the first Rollover Replacement Time, 1 and
- (b) in respect of each subsequent period which commences with a Rollover Replacement Time and ends on the subsequent Rollover Replacement Time, the product of (i) and (ii), where:
  - (i) is the Rollover Factor applicable to the immediately preceding period and
  - (ii) is the quotient of:
    - (aa) the Reference Level of the Underlying immediately preceding the Rollover Replacement Time at the commencement of this period minus the Rollover Fees (as numerator) and
    - (bb) the sum of the Reference Level of the Successor Future immediately following the Rollover Replacement Time at the commencement of this period and the Rollover Fees (as denominator)

subject to any adjustment in accordance with §6 of the General Conditions of the Securities.] [ ]

[Rollover Replacement Time

[in each case [ ] [[ ] [a.m.] [p.m.] on the *Replacement Date*], unless the Calculation Agent considers a Market Disruption to have occurred at this time. If a Market Disruption has occurred at such time, the Rollover Replacement Time is the time, as soon as the Market Disruption ceases and the price for the Underlying can be determined. If, due to the Market Disruption, the Reference Level for the Underlying or Successor Future, as the case may be, cannot be determined [by] [ ], the Calculation Agent determines the Reference Level for this Rollover Replacement Time in its reasonable discretion taking prevailing market conditions at such time, the most recently reported, published or listed level or price of the Underlying or Successor Future, as the case may be, and other factors it considers relevant into account.] [ ]

[Rollover Fees

the product of the Reference Level of the Successor Future at the Rollover Replacement Time and [ ] percent]

### Product Details

Settlement

[Cash Settlement]

[Physical Delivery]

**[Insert where physical delivery or cash settlement can apply:**

1. [If the Issuer has selected [in its [full] discretion] Physical Delivery, and has given notice of this to the Securityholders in accordance with §16 of the General Conditions of the Securities not less than **[insert notice period]** prior to the Settlement Date,] [provided that such selection shall only be possible if:

## 7. SPECIFIC TERMS OF THE SECURITIES

[[on *insert date*] [during *insert time period*] [the Observation Period]], the Barrier Determination Amount has not been [equal to or] above the [Strike][[Upper] Barrier],]

[[on *insert date*][[at any time] [at all times] during *insert time period*] [the Observation Period]], the Barrier Determination Amount has been below [or equal to] the [Strike][[Upper] Barrier],]

[the Final Reference Level is [above] [below] the [Strike][[Upper] Barrier],]

[If the Securityholder, in [an Exercise][a Delivery] Notice in accordance with §2 of the General Conditions of the Securities, has requested Physical Delivery,]

[If the Final Reference Level is below [or equal to] the [[Upper] Barrier][Strike][Cap],]

[If:

- [(A) the Final Reference Level [of any Basket Constituent] is below the [[Upper][Lower] Barrier][Strike] [for such Basket Constituent], [and]
- (B) [[at any time][at all times][during [ ] [the Observation Period]] [ ]], the Barrier Determination Amount [of any Basket Constituent] has not been above or equal to the [Strike][[Upper] Barrier] [for such Basket Constituent],] [[at any time][at all times] [during [ ] [the Observation Period]] [ ]], the Barrier Determination Amount [of any Basket Constituent] has been below or equal to the [Strike][[Upper] Barrier] [for such Basket Constituent],] [the Final Reference Level is [equal to or] above[equal to or] above the [Strike][[Upper] Barrier],] [and]
- (C) the Final Reference Level of any of the Basket Constituents is not equal to or above the [[Upper][Lower] Barrier][Strike] for such Basket Constituent]

[If [[at no point] [ ] during [ ] [the Observation Period]] [on the [Valuation Date] [ ]] [ ] the Barrier Determination Amount [has [not] been] [is [not]] below [or equal to] the [Strike] [[Upper][Lower] Barrier]]

Physical Delivery,

2. otherwise, Cash Settlement]]

Settlement Currency [EUR] [USD] *insert currency*

[Observation Date [Each [Trading Day][day] [, usually at] *insert time*] [(local time *insert place*))] during the Observation Period [and the Valuation Date].]

[[*insert date*], *insert date*] and *insert date*] [[*insert time*] [(local time *insert place*))] respectively]

[[*insert date*] (the "First Observation Date"), *insert date*] (the "[ ] Observation Date") [repeat if necessary] and *insert date*] (the "Last Observation Date")]

**[If the Barrier is different in respect of each Observation Date define dates as "First Observation Date", "[ ] Observation Date" and "Last Observation Date"]**

[If a Market Disruption has occurred in respect of [one or more Basket Constituents][the Underlying] on any such day, no Barrier Determination Amount shall be calculated for such day.]]

[Observation Period] *insert period*

[[In relation to a Basket Constituent, the] [The] period from [and including] [but excluding] [the first Trading Day following] [the Issue Date][the Initial Valuation Date] *insert date*] *insert time*] [(*insert time*] local time *insert place*)[, however, as of that time, at the earliest with the firstly updated and published price of the Underlying at the [Barrier] Reference Source]] to [but excluding][and including] [the Valuation Date] [the Exercise Date] *insert date*] *insert time*] [(local time *insert place*))] [the

## 7. SPECIFIC TERMS OF THE SECURITIES

relevant time for determination of the [official] [closing level] [closing price] of the Underlying on the Reference Source on the Exercise Date] [the relevant time for determination of the Final Reference Level on the Valuation Date] [the relevant time for determination of the Barrier Determination Amount on the Termination Date] [at [insert time] [(local time [insert place])] on the Valuation Date] [at [insert time] [(local time [insert place])] on the Exercise Date] [the latest relevant time for the determination of the Final Reference Level for that Basket Constituent on the relevant Valuation Date].]

[Initial Reference Level] **[If the Initial Reference Level is determined by reference to a Portfolio insert:** For each Portfolio]

**[If defined before issuance, insert level]**

[The Reference Level on the Initial Valuation Date] [The Minimum Reference Level] [The arithmetic average of the Reference Levels on all Initial Valuation Dates] [ ]

**[if the Underlying is specified to be a Basket insert:** In relation to a Basket Constituent the [Initial Reference Level specified for this Basket Constituent in the above definition of Underlying][Reference Level of this Basket Constituent on the Initial Valuation Date] [arithmetic average of the Reference Levels on all Initial Valuation Dates]]

[Minimum Reference Level] [The lowest Relevant Reference Level Value observed on any Observation Date falling in the Best Entry Period.]

[The lowest Relevant Reference Level Value observed across each day falling in the Best Entry Period.]

Best Entry Period **[Insert period]**

[The period from [and including] [but excluding] [insert date] to [and including][but excluding] [the Best Entry Period End Date] [insert date].]

[Best Entry Period End Date] **[Insert date]]]**

[Ultimate Trading Day] [For the purpose of determining the [Initial Reference Level] [ ]: The [ ] Trading Day] [Otherwise: The [ ] Trading Day]

[ ]

### **[Final Reference Level]**

[Final Reference Level] **[If the Final Reference Level is determined by reference to a Portfolio insert:** For each Portfolio]

[The Reference Level on the Valuation Date] [The arithmetic average of the Reference Levels on all Valuation Dates]

**[if the Underlying is specified to be a Basket insert:** In relation to a Basket Constituent the Reference Level of this Basket Constituent on the Valuation Date]]

[Reference Level] [In respect of [any Series] [and] [any [relevant] day] an][An] amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to:

**[If the Underlying is not specified to be a Basket insert:**

**[where the Initial Reference Level and the Final Reference Level are not determined in the same manner insert:**

[(a)] in respect of [a][an][the] [Initial Valuation Date][Valuation Date]:]



## 7. SPECIFIC TERMS OF THE SECURITIES

*[if the Settlement Currency is not the same as the Reference Currency and if the Security is not a quanto product insert if applicable:* the quotient of (i)]

*[where the Initial Reference Level and the Final Reference Level are not determined in the same manner, insert:* an amount determined in the same manner as the sponsor would calculate the Relevant Reference Level Value on such day except that, in making such calculation the Calculation Agent shall substitute [ ] for [ ]

*[otherwise insert:* the Relevant Reference Level Value on such day quoted by or published on the Reference Source [as specified in the information on the Underlying] [[and] [as] converted into the [Settlement Currency] [Reference Currency] at the Exchange Rate on such day].]

*[insert method of determination]*

*[where the Settlement Currency is not the same as the Reference Currency insert if applicable:* (as numerator) and (ii) the Exchange Rate on such day (as denominator)]

*[If the Underlying is not specified to be a Basket and is a Rate of Exchange insert if applicable:* [[, in respect of the Cash Amount in the case of [ ], the [bid][ask] Exchange Rate[, as [determined] [published] in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ],],] [and] [, in respect of the Cash Amount in the case of [ ], the [bid] [ask] Exchange Rate[, as [determined] [published] in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ],],] the [bid] [ask] Exchange Rate] [the Relevant Value of the Underlying as the Exchange Rate] [[at [insert time]] [[insert place] (local time)] [at the relevant Exchange Time] [(or at such time approximate thereto as the Calculation Agent determines to be practicable)] on such day between [insert first currency] and [insert second currency] (expressed as the number of units of [insert second currency] or a fraction thereof required to buy one unit of [insert first currency]) as [determined by] [quoted by] [published on] the Reference Source [on the relevant subpage] [in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ] ] [, based on the [EUR][ ]/[insert second currency] [[bid][ask] Exchange Rate[s]] and [EUR][ ]/[insert first currency] [bid][ask] Exchange Rate[s] [determined][published] [on the relevant subpages] [in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ] ] by the Reference Source on such day [at [insert time]] [[insert place] (local time)] [at the relevant Exchange Time] [(or at such time approximate thereto as the Calculation Agent determines to be practicable)]]].]

*[where the Initial Reference Level and the Final Reference Level are not determined in the same manner insert:*

(b) in respect of any other day: *[insert method as above]*

*[if the Underlying is specified to be a Basket insert:*

the sum of the products for each Basket Constituent [of each portfolio] of:

(a) the Basket Constituent Level of the relevant Basket Constituent [of the relevant Portfolio] on the Relevant Date; and

(b) *[if Basket Currency Exchange is not specified to apply insert:* the Basket Constituent Weight of such Basket Constituent [of the relevant Portfolio] on such day.

As a formula:

$$\text{Reference Level}_t = \sum_i^n P_{i,t} \times \text{BCW}_{i,t}$$

(b) *[if Basket Currency Exchange is specified to apply, insert:* the quotient of:

## 7. SPECIFIC TERMS OF THE SECURITIES

- (i) the Basket Constituent Weight of such Basket Constituent [of the relevant Portfolio] on such day (as numerator); and
- (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent [of the relevant Portfolio] into the [Settlement Currency][Reference Currency] on such day (as denominator).

As a formula:

$$\text{Reference Level}_t = \sum_i^n P_{i,t} \times \frac{\text{BCW}_{i,t}}{\text{ER}_{i,t}}$$

where:

$n$  = number of Basket Constituents in the [Basket][Portfolio]

$P_{i,t}$  = the Basket Constituent Level  $i$  on day  $t$

$\text{BCW}_{i,t}$  = Basket Constituent Weight  $i$  on day  $t$

**[If Basket Currency Exchange is specified to apply insert:**

$\text{ER}_{i,t}$  = Exchange Rate  $i$  on day  $t$ .]

**[OR if the Underlying is specified to be a Basket and the Reference Level is calculated as a reference separately for each Basket Constituent insert:** in respect of each Basket Constituent, the price or level of that Basket Constituent on that day as determined in the manner described in the column "Relevant Basket Constituent Value" in relation to such Basket Constituent under "Underlying" above.]

**[Insert where applicable:** Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]

[Relevant Reference Level Value

[The [official] [closing value] [closing price] [closing level] [net asset value] [price] [price published under "Settlement Prices"] [auction price] of [the Underlying][a Basket Constituent] [on the Reference Source] [expressed in [insert currency]] [[the][insert name of auction price] [, as published] under [insert name of auction price] [ ] ] at [insert time] [[insert place] (local time)] [by [London [Silver] fixing] [ ] ] at [insert time] [[insert place] (local time)] [ , as calculated on the basis of the EUR/[insert second currency] and EUR/[insert first currency] Rates of Exchange determined by the Calculation Agent[, irrespective of any corrections published later [by] [at] the Reference Source in this regard]].]

[[The [bid][ask] Rate of Exchange] [In respect of the Cash Amount in the case of [ ], the [bid][ask] Rate of Exchange[, as [determined] [published] in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ] ,]] [and] [ , in respect of the Cash Amount in the case of [ ], the [bid] [ask] Rate of Exchange[, as [determined] [published] in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ] ,]] [the [bid] [ask] Rate of Exchange] [the Relevant Value of the Underlying as the Rate of Exchange] [[at [insert time]] [[insert place] (local time)] [at the relevant Exchange Time] [(or at such time approximate thereto as the Calculation Agent determines to be practicable)) on such day between [insert first currency] and [insert second currency] (expressed as the number of units of [insert second currency] or a fraction thereof required to buy one unit of [insert first currency]) as [determined by] [quoted by] [published on] the Reference Source] [on the relevant subpage] [in the field [PRIMACT\_1] [SEC\_ACT\_1] [ ] ].]

[Basket Constituent Level

[In respect of a Basket Constituent [and any day], an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to:

**[Insert if definition not the same as in §1(3)(c) of the**

**[where the Initial Reference Level and the Final Reference Level are not determined in the same manner insert:**

## 7. SPECIFIC TERMS OF THE SECURITIES

- General Conditions of the Securities**
- (a) in respect of [a[n]/the] [Initial Valuation Date][Valuation Date][ ], an amount calculated [in the same manner as the sponsor or issuer of the Basket Constituent, as specified under the definition of Underlying above, would calculate the [ ] [Relevant Reference Level Value] of such Basket Constituent on such day, except that in making such calculation the Calculation Agent shall substitute [ ] for [ ] [to be equal to the [ ] [Relevant Reference Level Value] of such Basket Constituent [[quoted by] [published on] the Reference Source] [ ] on such day [ ]]; and
- (b) [any other day] [ ], the price or level of such Basket Constituent [on such day] determined in the manner specified in the column "Relevant Basket Constituent Value" in the definition of Underlying above.]

### **Redemption**

- Redemption Right            Redemption Right of the Issuer applies
- Redemption Period            The period from [but excluding][and including] [the first Trading Day following] [the Issue Date][the Initial Valuation Date] [insert date] [to [but excluding][ and including] [insert date][, or if any such day is not a Business Day, the next following Business Day]].
- Redemption Notice Time Span    [ ]

### **Relevant Dates**

- Issue Date                      [insert date]
- Value Date                      [insert date]
- [First Exchange Trading Day            [insert date]]
- [Final Exchange Trading Day            [insert date]]
- [Exercise Date[s]                      [ ] [insert single date for European Style and each date for Bermudan Style. Delete for American Style]
- [The [first][last][insert number] [Each] Business Day of each [week][calendar month][calendar quarter][calendar year][insert period] during the Exercise Period]
- (a) If a Barrier Event occurs, the Termination Date or
- (b) otherwise [insert date]]
- (a) If a Knock In Event occurs, the Termination Date or
- (b) otherwise [insert date]]
- (a) If a Redemption Event occurs, the Termination Date or
- (b) otherwise [insert date]]]
- [Termination Date]            [insert date] [the Exercise Date]
- [[(a) If the Securityholder has exercised the Security, or if the Security is deemed to be exercised, the relevant Exercise Date [ ] and [(b)] if the Issuer has elected to redeem the Security in accordance with §2 [(4)] [if applicable, insert other number] of the General Conditions of the Securities, the relevant Redemption Date.]

## 7. SPECIFIC TERMS OF THE SECURITIES

[If a Barrier Event occurs, the [first] relevant Observation Date [on which such Barrier Event occurs].]

[If a Redemption Event occurs, the [first] relevant Observation Date [on which such Redemption Event occurs].]

[Valuation Date[s]

**[Insert date]**

[The **[insert number]** [Trading Day[s] *[insert for basket underlying: for all the Basket Constituents]*] [calendar day[s]] [after **[insert date]**] [of each [week][month][calendar quarter][calendar year] from and including **[insert date]** to and including **[insert date]**]]

[The Termination Date] [The Exercise Date] [The first Trading Day following the Exercise Date[.]]

[If no Barrier Event has occurred, the next Trading Day following the relevant Termination Date[.]]

[If no Redemption Event has occurred, the relevant Termination Date[.]]

[and if such day is not a Trading Day, the next following Trading Day.]

**[Include all Valuation Dates if more than one]**

**[If the Final Reference Level is to be determined on several consecutive days consider whether Averaging should be applicable]**

[Initial Valuation Date[s]

**[Insert date]**

[In the case of an early closing of the subscription period of the Securities (a) due to reaching the total subscription volume stated under "Early closing of the subscription period of the Securities" in the section "Further information about the Offering of the Securities" or (b) if, at a time during the subscription period, the Issuer determines in its reasonable discretion that, taking into account the current market conditions at this time, particularly the current interest rate[.][and] the volatility of the [Underlying][relevant Basket Constituent] [and the dividend expectations in relation to the [Underlying][relevant Basket Constituent]], it would be impossible for it to establish Hedging Arrangements for subscriptions received in relation to the Securities at a later date without the Issuer incurring increased costs which are not taken into account in the price of the Securities or the conditions of the Securities, the Issuer may, in its reasonable discretion, bring forward the Initial Valuation Date to an earlier point in time.

If the Issuer brings forward the Initial Valuation Date, the bringing forward and the new date of the Initial Valuation Date will be announced immediately after the Issuer has determined the existence of the events described above under (a) and (b) in accordance with §16 of the General Conditions of the Securities.]

[The **[insert number]** [Trading Day[s] *[insert for basket underlying: for all the Basket Constituents]*] [calendar day[s]] [after **[insert date]**] [of each [week][month][calendar quarter][calendar year] from and including **[insert date]** to and including **[insert date]**]]

**[Include all Initial Valuation Dates if more than one]**

**[If the Initial Reference Level is to be determined on several consecutive days consider whether Averaging should be applicable]**

[Settlement Date

**[Insert date]**

[In respect of [the earlier of] the Exercise Date [and the Termination Date], the [third][**[insert number]**] Business Day following [(a) if a Barrier Event occurs, the [relevant Observation Date][Termination Date][ ] or (b) otherwise] the [relevant][last occurring] Valuation Date [or, if there is more than one Valuation Date, the last occurring Valuation Date.] [(a) in the event of a Redemption Event, the [relevant Observation Date][Termination Date] or (b) otherwise] the [relevant][last occurring] Valuation Date [or, if there is more than one Valuation Date, the last occurring Valuation Date[, probably **[insert date]**]]]

## 7. SPECIFIC TERMS OF THE SECURITIES

[The *insert number*][third][fifth][immediately succeeding] Business Day following [the Termination Date][the Valuation Date] [*if there is more than one Valuation Date insert: the last occurring Valuation Date*][, probably *insert date*].]

*If a Barrier Event could occur, insert:*

- (a) if a Barrier Event has occurred, the relevant Termination Date or
- (b) if a Barrier Event has not occurred, the relevant Valuation Date [, probably *insert date*].]

*If a Knock In Event could occur, insert:*

- (a) if a Knock In Event has occurred, the relevant Termination Date or
- (b) if a Knock In Event has not occurred, the relevant Valuation Date [, probably *insert date*].]

*If a Redemption Event could occur, insert:*

- (a) if a Redemption Event has occurred, the relevant Termination Date or
- (b) if a Redemption Event has not occurred, the relevant Valuation Date[, probably *insert date*].]

[The [third][fifth]*insert number* [Business Day][Payment Day] following the [the earlier of: (a) the relevant Observation Date on which a [Barrier Event] [Redemption Event] occurs and (b)] [last occurring] [Valuation Date] [The last occurring Valuation Date] [, probably *insert date*].]

[*insert date*] or, if such day is not a Business Day the Settlement Date is postponed to the next day which is a Business Day [unless it would then fall in the following calendar month, in which case the Settlement Date is brought forward to the immediately preceding Business Day.]]

### Further Information

[Type of Exercise	[European Style] [American Style] [Bermudan Style]]
[Exercise Period	[The period from [and including] [the Value Date][the first Trading Day following][the Initial Valuation Date] <i>insert date</i> to including] [but excluding][ <i>insert date</i> ][, or if either day is not a Business Day, the next following Business Day]] <i>Insert for American Style and Bermudan Style if used above.</i> <i>Delete for European Style and Bermudan Style if not used above.</i>
[Automatic exercise	Automatic exercise is [not] applicable. <i>NB: Automatic exercise will always apply for Italian Securities]</i>
[Minimum Exercise Amount	<i>insert amount</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
[Maximum Exercise Amount	<i>insert amount</i> ] <i>Delete for European Style</i>
[Integral Exercise Amount	<i>insert amount</i> ] <i>Delete for European Style unless Securities are Italian Securities.</i>
[Listing Type	[including Accrued Interest] [plus Accrued Interest]]

## 7. SPECIFIC TERMS OF THE SECURITIES

[Exchange Rate	[Include where Currency Exchange applies and/or the Securities are Italian Securities.]
[ ]	[ ]
	<p>[The Exchange Rate is determined by reference to the exchange rate between the Reference Currency and the Settlement Currency [or between the Basket Constituent Currency and the Reference Currency or the Settlement Currency, as the case may be], [on the basis of [the WMR Spot Fixing] [ ] at [insert time]] [[insert place] local time)], as published [under the [Ask] [Bid] [ ] rate] [ ] in the field [PRIMACT_1] [SEC_ACT_1] [ ] [ ] on the relevant subpage [ ] for the relevant exchange rate between the Reference Currency and the Settlement Currency on the page [&lt;0#WMSPOTI&gt;] [ ] of the information provider [Thomson Reuters] [Bloomberg] [ ] [(expressed as the number of units of [insert currency][the Settlement Currency][the Reference Currency] or a fraction thereof required to buy one unit of [insert currency][the Settlement Currency][the Reference Currency])] [calculated by [ ] and] published on the page [ ] of the information provider [Thomson Reuters] [Bloomberg] [ ].]</p>
	<p>[If the Exchange Rate is not calculated nor published as aforesaid [[by] at] [insert time] [[insert place] local time)] [ ] on any day, [the Exchange Rate shall be determined by reference to the exchange rate between the Reference Currency and the Settlement Currency [or between the Basket Constituent Currency and the Reference Currency or the Settlement Currency, as the case may be], [ ] on the basis of [ ] which is published on the page [ ] of the information provider [Thomson Reuters] [Bloomberg] [ ].] [the Exchange Rate shall be determined by reference to the exchange rate between the Reference Currency and the Settlement Currency [or between the Basket Constituent Currency and the Reference Currency or the Settlement Currency, as the case may be], calculated by reference to such reference source(s) that the Calculation Agent deems to be reasonably appropriate.]</p>
	<p>[If, at the specified time, the [ ] is not published on the page [ ] of the information provider [Thomson Reuters] [Bloomberg] [ ] and, thus, the Exchange Rate between the Reference Currency and the Settlement Currency [or between the Basket Constituent Currency and the Reference Currency or the Settlement Currency, as the case may be], is not published, the Exchange Rate shall be determined by reference to the Exchange Rate between the Reference Currency and the Settlement Currency [or between the Basket Constituent Currency and the Reference Currency or the Settlement Currency, as the case may be], calculated by reference to such Reference Source(s) that the Calculation Agent deems to be reasonably appropriate.]</p>
	<p>[If, [at] [until] [insert time] [[insert place] local time)], [the WMR Spot Fixing] [ ] [under the [Ask] [ ] rate [in the field [PRIMACT_1] [SEC_ACT_1] [ ] on the relevant subpage] [ ] for the relevant exchange rate between the Reference Currency and the Settlement Currency is not published on the page [&lt;0#WMSPOTI&gt;] [ ] of the information provider [Thomson Reuters] [Bloomberg] [ ], the Exchange Rate shall be determined by reference to the Exchange Rate between the Reference Currency and the Settlement Currency [or between the Basket Constituent Currency and the Reference Currency or the Settlement Currency, as the case may be], calculated by reference to such reference source(s) that the Calculation Agent deems to be reasonably appropriate.]</p>
[Relevant Exchange Time	[For the purposes of converting the Basket Constituent Currency into the Reference Currency: The Relevant Exchange Time for the Basket Constituent]
	Otherwise: [ ]
[Business Day	<p>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 Location[s] specified in the Specific Terms of the Securities] [and] [ ], [on which each relevant Clearing Agent settles payments] [and]. Saturday [and] [ ], Sunday [and 24 December and 31 December each year] are not considered Business Days.]</p>

## 7. SPECIFIC TERMS OF THE SECURITIES

[Business Day Locations]	[Frankfurt am Main] [London and Frankfurt am Main] [London, Frankfurt am Main and [ ] [ ]]
[Payment Day Locations]	[Frankfurt am Main] [London and Frankfurt am Main] [London, Frankfurt am Main and [ ] [ ]]
[Clearing Agent]	<p><i>[insert if different from §1(3)(d) of the General Conditions of the Securities, and insert address.]</i></p> <p>[Euroclear Bank S.A./N.V., 1 boulevard Albert II, 1210 Bruxelles, Belgium]</p> <p>[Clearstream Banking Luxembourg S.A., 42 avenue John F. Kennedy, L-1855 Luxembourg]</p> <p>[Monte Titoli S.p.A., Piazza degli Affari, 6. I-20123 Milan, Italy]</p> <p><i>[For Uncertificated SIS Securities insert: SIX SIS AG, Olten, Switzerland] [ ]</i></p>
[Registrar]	[ ]
[Central Register (within the meaning of the eWpG)]	[the electronic securities register kept by the Central Register Securities Registrar pursuant to §§ 7, 12 eWpG] [ ]
[Central Register Securities Registrar]	[Clearstream Banking AG] [ ]
[Form of Securities]	[Global Security in [bearer] [registered] form] [Central Register Security (as an electronic security within the meaning of the eWpG)] [Italian Securities] [Portuguese Securities] [Spanish Listed Securities] [Spanish Securities (Global Security)] [Swedish Securities] [Finnish Securities] [Norwegian Securities] [French Securities] [Uncertificated SIS Securities]
[Ranking]	[non-preferred] [preferred]
[Governing Law]	[English law] [German law] [Italian law] [Portuguese law] [Spanish law]
[Par Value Redemption]	Par Value Redemption applies.]
[Minimum Redemption payable]	Applicable]
[Minimum Redemption]	<i>[[insert amount]</i> [per Security][[ ] percent of the Initial Reference Level [multiplied by the Multiplier] [The [Nominal Amount] [ ]][plus any interest amount payable [ ]][subject to previous redemption of the Securities][including, without any reduction, in case of a previous redemption of the Securities][ ]]
[Non-Consideration of Cost]	Applicable]
[Adjustment/Termination Restriction]	Applicable]
[Additional Adjustment/Termination Restriction]	Applicable]
[Eligible Liabilities Format]	Applicable]

## 7. SPECIFIC TERMS OF THE SECURITIES

[Further settlement provisions if CNY is the Settlement Currency:

- (1) If, pursuant to these Specific Terms of the Securities, the Settlement Currency is Chinese renminbi ("**CNY**"), subject to current tax or other laws and regulations and in deviation from §3(3) of the General Conditions of the Securities, the Issuer will pay amounts due by means of a transfer to an account denominated in CNY and held by the recipient of the payment at a bank in Hong Kong.
- (2) §3(2) of the General Conditions of the Securities does not apply in this case.
- (3) If the Issuer is not able to make the payments due under the Securities entirely in CNY because of a CNY Currency Event, the Issuer can (i) postpone these payments, (ii) make these payments in the Relevant Currency instead of in CNY or (iii) redeem the Securities early.

- (i) **Postponement of Payment.** Notwithstanding any provisions to the contrary, if the Issuer is not able to make the payments due under the Securities in Hong Kong in full in CNY at maturity because of a CNY Currency Event, subject to early redemption in its reasonable discretion, it may (i) postpone the relevant payment to the **[insert number]** Business Day after the day on which the CNY Currency Event has ceased to exist unless the CNY Currency Event persists for **[insert number]** consecutive calendar days after the relevant Coupon Payment Date or Settlement Date, as applicable, or (ii) make such payments on the Coupon Payment Date or the Settlement Date, as applicable, (in full or in part) in the Relevant Currency in the amount of the Relevant Currency Equivalent of the respective CNY amount.

If the Issuer decides to postpone the payment and the CNY Currency Event persists for more than **[insert number]** consecutive calendar days after the relevant Coupon Payment Date or Settlement Date, then the Issuer makes the relevant payment in the Relevant Currency in the amount of the Relevant Currency Equivalent of the respective CNY amount on the Business Day following the **[insert number]** calendar day after the relevant Coupon Payment Date or Settlement Date, as applicable.

If the *Existence of a CNY Currency Event is determined*, then by 2 p.m. Hong Kong time on the Rate Determination Date, the Issuer will (i) inform the Calculation Agent and (ii) notify the Securityholders in accordance with §16 of the General Conditions of the Securities of the occurrence of a CNY Currency Event and the decision of the Issuer to postpone the payments or to make the payments in the Relevant Currency. In these cases, the Issuer will arrange for this notice to be given to the Securityholders as soon as reasonably possible in accordance with §16 of the General Conditions of the Securities.

- (ii) **Payments in the Relevant Currency.** If the Issuer decides to make the payments in the Relevant Currency, then the payments will be made to the Securityholders in the Relevant Currency Equivalent of the relevant CNY amount. The obligations of the Issuer under the relevant Security in respect of this payment are deemed to be fulfilled by a payment made in accordance with this provision.
- (iii) **Redemption.** If the Issuer decides to redeem the Securities, the Securities will be redeemed with a notice period of not less than 10 and not more than 30 days by an (irrevocable) notice to the Securityholders in accordance with §16 of the General Conditions of the Securities. The Issuer may redeem all the Securities, but not some only. The Securities are redeemed immediately after the end of the Redemption Notice Time Span. In the case of redemption, each Security will be redeemed at the Relevant Currency Equivalent of the fair market price including the Relevant Currency Equivalent of any interest accrued up to (but excluding) the date of redemption.



## 7. SPECIFIC TERMS OF THE SECURITIES

- (4) *Unavailability of the Spot Rate* If (a) the Issuer decides to make the payments in the Relevant Currency and (b) it proves impossible to obtain the Spot Rate on the Rate Determination Date, the Issuer in its reasonable discretion may (i) postpone the Rate Determination Date until the next Business Day on which the Spot Rate is available, unless the unavailability of the Spot Rate persists for [insert number] consecutive calendar days after the day which would have been the Rate Determination Date if the Spot Rate had been available ("**Original Rate Determination Date**") or (ii) instruct the Calculation Agent to calculate the Spot Rate taking account of all the information deemed appropriate, including price information obtained from the foreign exchange market for CNY without physical delivery in Hong Kong or elsewhere and the Relevant Currency/CNY rate of exchange on the domestic foreign exchange market of the People's Republic of China.

If the Issuer decides to postpone the Rate Determination Date and the unavailability persists until the [insert number] consecutive calendar day after the Original Rate Determination Date, then (a) the Rate Determination Date is the first Business Day following the [insert number] consecutive calendar day after the Original Rate Determination Date and (b) the Calculation Agent determines the Spot Rate in accordance with the method explained under (ii) in the previous sentence. In the event of a postponement of the Rate Determination Date, the relevant Coupon Payment Date or the Settlement Date, as applicable, is postponed to the second Rate Determination Business Day after the Rate Determination Date.

After the Issuer has determined that the Spot Rate is unavailable on the Rate Determination Date, (i) it will immediately inform the Calculation Agent and (ii) notify the Securityholders in accordance with §16 of the General Conditions of the Securities of the unavailability of the Spot Rate and the decision by the Issuer to postpone the Rate Determination Date or to instruct the Calculation Agent to determine the Spot Rate. In these cases, the Issuer will arrange for this notice to be given to the Securityholders as soon as reasonably possible in accordance with §16 of the General Conditions of the Securities.

- (5) For the purposes of these Specific Terms of the Securities, the following terms have the following meanings:

"**CNY Trader**" means an independent, internationally recognised foreign exchange trader who is active in the CNY exchange market in Hong Kong, as determined in each case in the reasonable discretion of the Calculation Agent.

"**CNY Currency Event**" means Inconvertibility, Non-transferability and Illiquidity.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Illiquidity**" means that the general CNY exchange market in Hong Kong becomes illiquid (without this being due to Inconvertibility or Non-transferability), as determined in each case by the Calculation Agent in good faith and in a commercially reasonable manner following consultation with two CNY Traders and that, despite reasonable efforts, the Issuer is consequently unable to obtain sufficient CNY in order to satisfy in full its obligation to make payments under the Securities.

"**Inconvertibility**" means that the Calculation Agent (in good faith and in a commercially reasonable manner) determines that it is impossible or impracticable for it despite reasonable efforts to convert any amount due under the Securities on the general CNY exchange market in Hong Kong (other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority, unless such law, rule or regulation is enacted after the relevant Issue Date of the Securities and it is impossible or impracticable despite

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reasonable efforts for the Issuer, due to an event beyond its control, to comply with such a law, rule or regulation).

**"Non-transferability"** means that the Calculation Agent (in good faith and in a commercially reasonable manner) determines that it is impossible or impracticable for it despite reasonable efforts to transfer CNY between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong (other than where such impossibility or impracticability is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority, unless such law, rule or regulation is enacted after the relevant Issue Date of the Securities and it is impossible or impracticable despite reasonable efforts for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

**"Spot Rate"** means, in respect of a Rate Determination Date, the Relevant Currency/CNY spot exchange rate for the purchase of the Relevant Currency with CNY on the over-the-counter CNY exchange market in Hong Kong, as determined in each case by the Calculation Agent at around 11.00 a.m. Hong Kong time on such date in good faith and in a commercially reasonable manner.

**"Rate Determination Business Day"** means a day (other than a Saturday or Sunday) on which the commercial banks in Hong Kong, Peking [and [ ]] are open for ordinary business (including dealings in foreign exchange).

**"Rate Determination Date"** means the day which, subject to an adjustment, is two Rate Determination Business Days before the Coupon Payment Date or the Settlement Date, as applicable, for payment of the relevant amount.

**"Governmental Authority"** means any de facto or de jure state body (or any agency or institution thereof), any court, any tribunal, any administrative or other governmental authority of Hong Kong or any other (private or public) entity (including the central bank) charged with the regulation of the financial markets of Hong Kong.

**"Relevant Currency Equivalent"** of a CNY amount means the relevant CNY amount converted into the Relevant Currency using the Spot Rate for the relevant Rate Determination Date, as determined in each case by the Calculation Agent at around 11.00 a.m. Hong Kong time on the Rate Determination Date and in each case promptly notified to the Issuer.

- (6) *References.* References to **"Hong Kong dollar"**, **"HKD"** and **"HK\$"** are to the legal currency of Hong Kong, and references to **"Renminbi"**, **"RMB"** and **"CNY"** are to the legal currency of the People's Republic of China (mainland China) excluding Hong Kong, the Macao Special Administrative Region of the People's Republic of China and Taiwan.]

[Renouncement Notice Cut-Off Time	[ <i>Insert date</i> ]] [ <i>Insert for Italian Securities which are warrants</i> ]
[Separate Reference Item Determination	Separate Reference Item Determination applies.] [ <i>Insert, if applicable, for Baskets or for more than one Underlying.</i> ]
[Correction Period	[ ] [ <i>insert number</i> ] Business Day[s] prior to the due date for any payment or delivery under the Securities, the amount of which is determined in whole or in part by reference to such value or price of the Reference Item.]]
[Averaging	Averaging applies [with regard to the following Reference Item Determinations: [ ]].]
[Averaging Disruption Date	[\$5(1)(b)(ii) of the General Conditions of the Securities is applicable.] [ ]]

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### Specific definitions applicable to the Securities

#### Product No. 1: Call Warrant and Discount Call Warrant

#### Product No. 2: Put Warrant and Discount Put Warrant

[Cash Amount [If Settlement does not mean Physical Delivery only]	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>[If the definition of Security Type specifies "Call":</p> <p>(Final Reference Level – Strike) x Multiplier]</p> <p>[If the definition of Security Type specifies "Put":</p> <p>(Strike – Final Reference Level) x Multiplier]</p> <p>[provided that this amount will not be greater than the specified Maximum Amount.]</p> <p>[The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<p>[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]</p> <p>[Delete for European Style unless Securities are Italian Securities.]</p>
[Maximum Amount	<p>[[insert amount][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]</p> <p>[is [insert the most unfavourable value for the investor]]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]</p>
[Minimum Amount	<p>[[insert amount][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]</p> <p>[is [insert the most unfavourable value for the investor]]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value,</p>

## 7. SPECIFIC TERMS OF THE SECURITIES

this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier

**[Insert Multiplier]**

[The quotient of [100] **[insert number]** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] [ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)][the product of:
  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]**] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [reduces][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

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[Multiplier Adjustment Date]	[ ][Each Exercise Date]]
[Redemption Years]	[ ][The quotient of: (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and (b) 365 (as denominator).]]
Strike	<p>[<i>Insert amount</i>][[ ] percent of the Initial Reference Level]</p> <p>[is [<i>insert the most unfavourable value for the investor</i>]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [<i>insert the most favourable value for the investor</i>]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]</p>

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### Product No. 3: WAVE (Knock Out) Call Warrant

### Product No. 4: WAVE (Knock Out) Put Warrant

<p>[Cash Amount  <i>[If Settlement does not mean Physical Delivery only]</i></p>	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p>(1) If, in the determination of the Calculation Agent, the Barrier Determination Amount has [at any time during the Observation Period] [[at no point] [ ] during [ ] [the Observation Period]] [on the [Valuation Date] [ ] [ ] been [equal to the Barrier or]</p> <p><i>[If the definition of Security Type specifies "Call", insert:</i> below the Barrier]  <i>[If the definition of Security Type specifies "Put", insert:</i> above the Barrier]</p> <p>(such event a "Barrier Event")</p> <p>[zero] [the Minimum Amount].</p> <p><i>[If the definition of Security Type specifies "Call", insert:</i></p> <p>(2) otherwise: (Final Reference Level – Strike) x Multiplier]</p> <p><i>[If the definition of Security Type specifies "Put", insert:</i></p> <p>(2) otherwise: (Strike – Final Reference Level) x Multiplier]</p>
<p><i>[Insert where applicable:</i></p>	<p>Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [<i>specify date</i>] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]</p>
<p><i>[Insert where applicable:</i></p>	<p>The Cash Amount will be [equal to] at least [<i>insert amount</i>] [the Minimum Amount].]</p>
<p><i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.</i></p>	<p>The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]</p>
<p>[Minimum Exercise Amount</p>	<p><i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]</p> <p><i>[Delete for European Style unless Securities are Italian Securities.]</i></p>
<p>[Minimum Amount</p>	<p>[[<i>Insert amount</i>][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]</p> <p>[is [<i>insert the most unfavourable value for the investor</i>]]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [<i>insert the most favourable value for the investor</i>]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]</p>
<p>[Multiplier</p>	<p><i>[Insert Multiplier]</i></p>

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[The quotient of [100] **[insert number]** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] [[ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)]

[the product of:

  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]** determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date [ ] [Each Exercise Date]]

[Redemption Years [ ] [The quotient of:

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- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]

### Barrier Determination Amount

[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][insert other fixing]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [insert time] [(local time in [insert place/city])]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ]]] [of the information provider [Thomson Reuters][ ]]] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ]]] [in the field [ ] [ ]]] [[and] in the row [ ] [under the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], as published in the [column [ ]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]] [[and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], as published under [<Bid>] [<Ask>] [ ]], as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]], irrespective of any corrections published later [by] [at] the Reference Source in this regard], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][insert other fixing]] [at [or around] [insert time] [(local time in [insert place/city])]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ]] and in the row ["L" (in the column "Daily View")] [ ]] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ]] and in the row ["H" (in the column "Daily View")] [ ]] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]], irrespective of any corrections published later [by] [at] the Reference Source in this regard], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

**[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:** [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [, irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [, irrespective of any corrections published later [by] [at] the Reference Source in this regard], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][insert mode for determination] on such Observation Date]; and]



## 7. SPECIFIC TERMS OF THE SECURITIES

- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t}$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:

- (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
- (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}}$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $BCW_{i,t}$  = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- $ER_{i,t}$  = Exchange Rate i on day t.]

[equal to [[the Reference Level]] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [insert date] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [insert date].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Barrier

**[insert amount]** [[ ] percent of the Initial Reference Level]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date,

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the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.]

Strike	<p>[<i>Insert amount</i>][ ] percent of the Initial Reference Level]</p> <p>[is [<i>insert the most unfavourable value for the investor</i>]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [<i>insert the most favourable value for the investor</i>]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]</p>
Exercise Date[s]	[ ] [The Business Day following the [ <i>insert number</i> ] calendar day of [ <i>insert month</i> ] each calendar year during the Exercise Period].
Termination Date	If a Barrier Event has occurred, the day on which such Barrier Event occurred, otherwise, the relevant Exercise Date.
[Exercise Period	The period from [and including] [the Value Date] [ <i>insert date</i> ] to including] [but excluding][ <i>insert date</i> ][, or if either day is not a Business Day, the next following Business Day].]

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### Product No. 5: WAVE Unlimited (Knock Out Perpetual) Call Warrant

### Product No. 6: WAVE Unlimited (Knock Out Perpetual) Put Warrant

[Cash Amount [If Settlement does not mean Physical Delivery only]	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent,</p> <p>[(a)] the Barrier Determination Amount [or [ ]] has at any time during the Observation Period been [equal to the Barrier or]</p> <p>[If the definition of Security Type specifies "Call", insert: below the Barrier,]</p> <p>[If the definition of Security Type specifies "Put", insert: above the Barrier,] [or</p> <p>(b) [the Strike is zero on an Adjustment Date,][ ]</p> <p>(such event a "Barrier Event")</p> <p>[zero] [the Minimum Amount].</p> <p>[If the definition of Security Type specifies "Call", insert:</p> <p>(2) otherwise: (Final Reference Level – Strike) x Multiplier]</p> <p>[If the definition of Security Type specifies "Put", insert:</p> <p>(2) otherwise: (Strike – Final Reference Level) x Multiplier]</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	[Delete for European Style unless Securities are Italian Securities.]
[Minimum Amount	[[insert amount][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is [insert the most unfavourable value for the investor]]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

## 7. SPECIFIC TERMS OF THE SECURITIES

[Multiplier

**[Insert Multiplier]**

[The quotient of [100] **[insert number]** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] [ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)][the product of:
  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]** determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [reduces][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date

[ ] [Each Exercise Date]]

## 7. SPECIFIC TERMS OF THE SECURITIES

- [Redemption Years] [ ] [The quotient of:
- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
  - (b) 365 (as denominator).]

### **[Barrier]**

#### Barrier Determination Amount

[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][insert other fixing]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [insert time] [(local time in [insert place/city])]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ] [in the field [ ] [ ] [[and] in the row [ ] [under the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ , as published in the [column [ ] [field [ ] [ ] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [[and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ , as published under [<Bid>] [<Ask>] [ ] [ , as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][insert other fixing]] [at [or around] [insert time] [(local time in [insert place/city])]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ] [and in the row ["L" (in the column "Daily View")]] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] [and in the row ["H" (in the column "Daily View")]] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

***[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:*** [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

***[If the Underlying is specified to be a Basket insert:***

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

## 7. SPECIFIC TERMS OF THE SECURITIES

- (a) [the Basket Constituent Level of the relevant Basket Constituent][*insert mode for determination*] on such Observation Date; and
- (b) [*If Basket Currency Exchange is not specified to apply insert*: the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \text{BCW}_{i,t}$$

- (b) [*If Basket Currency Exchange is specified to apply, insert*: the quotient of:
- (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{\text{BCW}_{i,t}}{\text{ER}_{i,t}}$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $\text{BCW}_{i,t}$  = Basket Constituent Weight i on day t

[*If Basket Currency Exchange is specified to apply insert*:

$\text{ER}_{i,t}$  = Exchange Rate i on day t.]

[equal to [the Reference Level]] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

[*If the Underlying is specified to be a Basket insert*: In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [*insert date*] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [*insert date*].]]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Barrier

[*insert amount*] [[ ] percent of the Initial Reference Level]

[is [*insert the most unfavourable value for the investor*]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

## 7. SPECIFIC TERMS OF THE SECURITIES

[

- (1) On the [Issue Date][Initial Valuation Date]: [ ]
- (2) On each subsequent day: the Strike on such day]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.]

[Adjustment Date

[Following (and excluding) the [Issue Date][Initial Valuation Date], each of the following days: [ ] [the [ ] day of each month] [*if the Underlying is a future insert: any day on which a Replacement Event occurs*] [*if the Underlying is a share or a price index insert: and each Dividend Adjustment Date*] or, if any such day is not a Business Day, the next following Business Day][ ]]

[Dividend Adjustment Date

[In respect of a Dividend [for one or several Relevant Reference Item(s)], the Business Day immediately preceding the first day on which the [Underlying][Relevant Reference Item(s)] [is]/[are] traded or quoted ex-dividend in respect of such Dividend on the respective Reference Source as determined by the Calculation Agent][ ]].

[Dividend Factor

[In respect of the Underlying and as determined by the *Calculation Agent*, each cash dividend (each a "**Dividend**") declared and paid by the Issuer of the Underlying [*if the definition of Security Type specifies "Call" insert: less such amount of any tax, duty, withholding, deduction or other charge whatsoever that the Calculation Agent in its reasonable discretion determines*] [*if the definition of Security Type specifies "Put" insert: including but not limited to any tax, duty, withholding, deduction or other charge that*] would have been sustained or incurred in relation to the dividends, by a German tax resident private investor as a result of holding the Underlying]

[In respect of a Relevant Reference Item and as determined by the Calculation Agent, the product of (a) each cash dividend (each a "**Dividend**") declared and paid by the Issuer of the Relevant Reference Item [*if the definition of Security Type specifies "Call" insert: less such amount of any tax, duty, withholding, deduction or other charge whatsoever that the Calculation Agent in its reasonable discretion determines*] [*if the definition of Security Type specifies "Put" insert: including but not limited to any tax, duty, withholding, deduction or other charge that*] would have been sustained or incurred in relation to the dividends, by a German tax resident private investor as a result of holding the Relevant Reference Item and (b) the number of units of the Relevant Reference Item in the Underlying on the Dividend Adjustment Date.

If on a Dividend Adjustment Date more than one Relevant Reference Item in respect of a Dividend is for the last time traded cum dividend on the respective Reference Source, the Dividend Factor means the sum of the values determined according to sentence 1 for each single affected Relevant Reference Item.][ ]]

[**Strike**

[Strike

[*insert amount*][ ] percent of the Initial Reference Level]

[is [*insert the most unfavourable value for the investor*]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

## 7. SPECIFIC TERMS OF THE SECURITIES

[Will be adjusted daily [as of the Initial Valuation Date (excluding)] and is

- (1) in respect of the [Issue Date][Initial Valuation Date][every day during the period from the Issue Date to the Initial Valuation Date (including) *insert amount*] [ ] percent of the Initial Reference Level] and
- (2) in respect of every [Business Day] [day] during the period from the [Issue Date][Initial Valuation Date][(excluding)] to the first Adjustment Date (including), the sum of
  - (a) the Strike valid on the [Issue Date][Initial Valuation Date], and  
and
  - (b) the Financing Component [accrued until this date]
- (3) in respect of every [Business Day] [day] following the first Adjustment Date, [at any time], the sum of
  - (a) the Strike applicable on the immediately preceding Adjustment Date *if the Underlying is a share or price index insert:* minus the relevant Dividend Factor provided such day is a Dividend Adjustment Date, subject to a minimum of zero] *if the Underlying is a future that is regularly rolled, insert:* minus *if Rolling Costs are taken into account, insert:* (A) the Price Differential, *if Rolling Costs are taken into account, insert:* and [plus] (B) the Rolling Costs ]  
and
  - (b) the Financing Component [accrued until this date]]

[The Issuer will give notice, in accordance with §16 of the General Conditions of the Securities, of the Strike [for each Adjustment Period] as soon as practicable [after the first day of such Adjustment Period].] [The Strike [for each Adjustment Period] will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable [after the first day of such Adjustment Period].]

[Financing Component] [In respect of any day, the product of:

- (1) *if the definition of Security Type specifies "Call":*  
the sum of the Reference Rate determined for the immediately preceding Reference Rate Adjustment Date and the Interest Adjustment Factor  
*if the definition of Security Type specifies "Put", insert:*
  - (a) minus (b),  
where:
    - (a) is the Reference Rate determined for the immediately preceding Reference Rate Adjustment Date and
    - (b) is the Interest Adjustment Factor,]
- (2) in respect of any day during the period from the [Issue Date][Initial Valuation Date] to the following first Adjustment Date (inclusive), the Strike on the [Issue Date][Initial Valuation Date];  
in respect of each day following the first Adjustment Date, the Strike applicable on the immediately preceding Adjustment Date *if the Underlying is a future that is regularly rolled insert:* minus *if Rolling Costs are taken into account insert:* (A) the Price Differential, *if Rolling Costs are taken into account insert:* and [plus] (B) the Rolling Costs] *if the Underlying is a share or a price index insert:*, minus the Dividend Factor provided such date was a Dividend Adjustment Date, subject to a minimum of zero], and
- (3) the number of calendar days from the Adjustment Date immediately preceding such day or for a day during the period from the [Issue Date][Initial Valuation Date] to the first Adjustment Date, from (and excluding) the [Issue



## 7. SPECIFIC TERMS OF THE SECURITIES

Date][Initial Valuation Date] to (and including) such date, divided by [360] [365] [ ],

[ ]

Reference Rate

[In respect of any day, the Interest Rate published on the Reference Rate Adjustment Date immediately preceding such day or in respect of any day during the period from the [Issue Date][Initial Valuation Date] to the first Reference Rate Adjustment Date (and including) published on the [Issue Date][Initial Valuation Date] [at **insert time**] [(**insert place**) local time)] [on the page [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [[under [ ] [the [ ] column [ ] [in the field [ ]]]] [and] in the row [ ] [under the column [ ]]] [in the field [ ]]]]] [on the [ ] website] [under [ ]] [for one month] [for [ ]].] [ ]

[In respect of any day, the result on the Reference Rate Adjustment Date immediately preceding such day or in respect of any day during the period from the [Issue Date][Initial Valuation Date] to the first Reference Rate Adjustment Date (and including) the result on the [Issue Date][Initial Valuation Date] of a) [ ] [, as published] [on the page [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [[under [ ] [the [ ] column [ ] [in the field [ ]]]] [and] in the row [ ] [under the column [ ]]] [in the field [ ]]]]] [,] [on the [ ] website] [under [ ]] [for one month] [at **insert time**] [(**insert place**) local time)] [,] minus b) [the Metal Lease Rate] [ ] [, as published] [on the page [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [[under [ ] [the [ ] column [ ] [in the field [ ]]]] [and] in the row [ ] [under the column [ ]]] [in the field [ ]]]]] [,] [on the [ ] website] [under [ ]] [for one month] [at **insert time**] [(**insert place**) local time)].]

[is zero.] ]

[Reference Rate Adjustment Date

[Following (and excluding) the [Issue Date][Initial Valuation Date], each of the following days: [ ] [the [ ] day of each month] [**If the Underlying is a future insert:** any day on which a Replacement Event occurs] [**If the Underlying is a share or a price index insert:** and each Dividend Adjustment Date] or, if any such day is not a Business Day, the next following Business Day] [ ]

[Interest Adjustment Factor

[ ]

[Metal Lease Rate

An amount equal to the product of (A) and (B), where:

(A) is -1; and

(B) is equal to the difference between (i) and (ii), where:

(i) (i) is the [XAUUSD] [XAGUSD] [XPDUSD] [XPTUSD] [ ] Forward Swap Rate; and

(ii) is [the USD Interest Rate] [ ], as published [on the page [US0001M <INDEX>] [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ]]]] [and] in the row [ ] [under the column [ ]]] [in the field [ ]]]]] [,] [on the [ ] website] [under [ ]] [for one month] [at **insert time**] [(**insert place**) local time)].

As a formula:

Metal Lease Rate

=  $-1 \times ([XAUUSD][XAGUSD][XPDUSD][XPTUSD][ ] \text{ Forward Swap Rate} - [\text{USD Interest Rate}] [ ])$

where:

[XAUUSD] [XAGUSD]

[XPDUSD] [XPTUSD]

[ ] Forward Swap Rate = [1-months Forward Swap Rate] [ ], as published [on the page [XAUUSD1M <CURRENCY>] [XAGUSD1M <CURRENCY>] [XPDUSD1M <CURRENCY>] [XPTUSD1M

7. SPECIFIC TERMS OF THE SECURITIES

<CURRENCY> [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [[under [ ] [the [ ] column [ ] [in the field [ ]]] [and] in the row [ ] [under the column [ ] [in the field [ ]]]]] [,] [on the [ ] website] [under [ ] [for one month] [at [insert time]] [[insert place] local time)].

[USD Interest Rate] [ ] = [the USD Interest Rate] [ ], as published [on the page [US0001M <INDEX>] [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [[under [ ] [the [ ] column [ ] [in the field [ ]]] [and] in the row [ ] [under the column [ ] [in the field [ ]]]]] [,] [on the [ ] website] [under [ ] [for one month] [at [insert time]] [[insert place] local time)].

]

Exercise Date[s] [ ] [The Business Day following the [insert number] calendar day of [insert month] each calendar year during the Exercise Period].

Termination Date The earliest of:

- (a) If a Barrier Event has occurred, the day on which such Barrier Event occurred;
- (b) if the Securityholder has exercised the Security, or if the Security is deemed to be exercised, the relevant Exercise Date; and
- (c) if the Issuer elects to redeem the Security, the relevant Redemption Date.

Exercise Period The period from and including [the first Trading Day following][the Value Date][the Initial Valuation Date].

## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 7: WAVE XXL (Knock Out Perpetual) Call Warrant

### Product No. 8: WAVE XXL (Knock Out Perpetual) Put Warrants

[Cash Amount [If Settlement does not mean Physical Delivery only]	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent,</p> <p>[(a)] the Barrier Determination Amount [or [ ]] has at any time during the Observation Period been [equal to the Barrier or]</p> <p>[If the definition of Security Type specifies "Call", insert: below the Barrier,]</p> <p>[If the definition of Security Type specifies "Put", insert: above the Barrier,] [or</p> <p>(b) [the Strike is zero on an Adjustment Date,][ ]</p> <p>(such event a "Barrier Event")</p> <p>[If the definition of Security Type specifies "Call", insert:</p> <p>(Stop Loss Reference Level – Strike) x Multiplier;</p> <p>(2) otherwise: (Final Reference Level – Strike) x Multiplier]</p> <p>[If the definition of Security Type specifies "Put", insert:</p> <p>(Strike – Stop Loss Reference Level) x Multiplier;</p> <p>(2) otherwise: (Strike – Final Reference Level) x Multiplier]</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]
	[Delete for European Style unless Securities are Italian Securities.]
[Minimum Amount	[[Insert amount][per Security]][[ ]] percent of the Initial Reference Level [multiplied by the Multiplier]
	[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the

## 7. SPECIFIC TERMS OF THE SECURITIES

Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier

**[Insert Multiplier]**

[The quotient of [100] **[insert number]** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] [ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)][the product of:
  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]** determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [reduces][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

## 7. SPECIFIC TERMS OF THE SECURITIES

[Multiplier Adjustment Date] [ ] [Each Exercise Date]

[Redemption Years] [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]

### **[Barrier]**

Barrier Determination Amount

[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][*insert other fixing*]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*])]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ] [in the field [ ] [ ] [and] in the row [ ] [under the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published in the [column [ ] [field [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published under [<Bid>] [<Ask>] [ ] [ , as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][*insert other fixing*]] [at [or around] [*insert time*] [(local time in [*insert place/city*])]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[If the Underlying is specified to be a Basket insert:*

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference

## 7. SPECIFIC TERMS OF THE SECURITIES

Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][*insert mode for determination*] on such Observation Date]; and
- (b) [*if Basket Currency Exchange is not specified to apply insert*]: the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t}$$

- (b) [*if Basket Currency Exchange is specified to apply, insert*]: the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}}$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $BCW_{i,t}$  = Basket Constituent Weight i on day t

*[If Basket Currency Exchange is specified to apply insert:*

- $ER_{i,t}$  = Exchange Rate i on day t.]

[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

*[If the Underlying is specified to be a Basket insert:* In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [*insert date*] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [*insert date*].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Barrier

- (1) During the period from and including the [Issue Date][Initial Valuation Date] to and including the first Adjustment Date: [ ] [an amount determined by the Calculation Agent equal to the sum of the Strike for the Initial Valuation Date and the Barrier Adjustment Amount, [rounded [upwards] [downwards] [to the nearest two decimal places] [to whole [ ] units]]].
- (2) On each subsequent day: an amount determined by the Calculation Agent for the Adjustment Date immediately preceding such day, to be equal to:

## 7. SPECIFIC TERMS OF THE SECURITIES

**[If the definition of Security Type specifies "Call", insert:** the sum of the Strike for this Adjustment Date and the Barrier Adjustment Amount, [minus the Dividend Factor, provided such date was a Dividend Adjustment Date, subject to a Minimum Amount of zero,] [minus (A) the Price Differential and [plus] (B) the Rolling Costs] [minus the Price Differential] [rounded [upwards] [to the nearest two decimal places] [to whole [ ] units]].]

**[If the definition of Security type specifies "Put" insert:** (a) minus (b), [rounded downwards [to the nearest two decimal places] [to whole [ ] units]],

where:

(a) is equal to the Strike for this Adjustment Date [minus the Dividend Factor, provided such date was a Dividend Adjustment Date, subject to a Minimum Amount of zero,] [minus (A) the Price Differential and (B) the Rolling Costs] [minus the Price Differential]

and

(b) is equal to the Barrier Adjustment Amount.]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.] [The Issuer will give notice, in accordance with §16 of the General Conditions of the Securities, of the Barrier.]

[Barrier Adjustment Amount

[In respect of [the Initial Valuation Date and] an Adjustment Date, the product of:

(a) the Barrier Adjustment Factor and

(b) the Strike for this [Adjustment Date][day] [minus the Dividend Factor, provided such date was a Dividend Adjustment Date, subject to a Minimum Amount of zero,] [minus (A) the Price Differential and [plus] (B) the Rolling Costs] [minus the Price Differential]

provided that the Barrier Adjustment Amount shall not be less than the Minimum Barrier Adjustment Amount and shall not be more than a Maximum Barrier Adjustment Amount, if specified.][ ]

[Maximum Barrier Adjustment Amount

**[Insert amount]** [[ ] percent of the Strike]]

[Minimum Barrier Adjustment Amount

**[Insert amount]** [[ ] percent of the Strike]]

[Barrier Adjustment Factor

[(1) As of the Issue Date [ ] or, as the case may be,

(2) in respect of the relevant Adjustment Date [a percentage determined by the Issuer in its reasonable discretion by reference to such factors as it deems appropriate with the aim of maintaining the same probability as at the Issue Date that a Cash Amount will not be zero if a Barrier Event were to occur. The Issuer may consider factors such as the volatility and/or liquidity of the Underlying.]

[ ]

[Adjustment Date

[Following (and excluding) the [Issue Date][Initial Valuation Date], each of the following days: [ ] [the [ ] day of each month] **[If the Underlying is a future insert: any day on which a Replacement Event occurs]** **[If the Underlying is a share or a price index insert: and each Dividend Adjustment Date]** or, if any such day is not a Business Day, the next following Business Day][ ]

[Dividend Adjustment Date

[In respect of a Dividend [for one or several Relevant Reference Item(s)], the Business Day immediately preceding the first day on which the [Underlying][Relevant

## 7. SPECIFIC TERMS OF THE SECURITIES

Reference Item(s)) [is]/[are] traded or quoted ex-dividend in respect of such Dividend on the respective Reference Source as determined by the Calculation Agent][ ]).

[Dividend Factor

[In respect of the Underlying and as determined by the *Calculation Agent*, each cash dividend (each a "**Dividend**") declared and paid by the Issuer of the Underlying [*if the definition of Security Type specifies "Call" insert*: less such amount of any tax, duty, withholding, deduction or other charge whatsoever that the Calculation Agent in its reasonable discretion determines] [*if the definition of Security Type specifies "Put" insert*: including but not limited to any tax, duty, withholding, deduction or other charge that] would have been sustained or incurred in relation to the dividends, by a German tax resident private investor as a result of holding the Underlying]

[In respect of a Relevant Reference Item and as determined by the Calculation Agent, the product of (a) each cash dividend (each a "**Dividend**") declared and paid by the Issuer of the Relevant Reference Item [*if the definition of Security Type specifies "Call" insert*: less such amount of any tax, duty, withholding, deduction or other charge whatsoever that the Calculation Agent in its reasonable discretion determines] [*if the definition of Security Type specifies "Put" insert*: including but not limited to any tax, duty, withholding, deduction or other charge that] would have been sustained or incurred in relation to the dividends, by a German tax resident private investor as a result of holding the Relevant Reference Item and (b) the number of units of the Relevant Reference Item in the Underlying on the Dividend Adjustment Date.

If on a Dividend Adjustment Date more than one Relevant Reference Item in respect of a Dividend is for the last time traded cum dividend on the respective Reference Source, the Dividend Factor means the sum of the values determined according to sentence 1 for each single affected Relevant Reference Item.][ ]

**[Strike]**

[Strike

Will be adjusted daily [as of the Initial Valuation Date (excluding)] and is

- (1) in respect of [the Issue Date][the Initial Valuation Date][every day during the period from the Issue Date to the Initial Valuation Date (including)] [*insert amount*] [[ ] percent of the Initial Reference Level] and
- (2) in respect of every [Business Day] [day] during the period from the [Issue Date][Initial Valuation Date] [including][excluding] to the first Adjustment Date (inclusive), the sum of
  - (a) the Strike valid on the [Issue Date][Initial Valuation Date], and  
and
  - (b) the Financing Component [accrued until this date]
- (3) in respect of every [Business Day] [day] following the first Adjustment Date, [at any time], the sum of
  - (a) the Strike applicable on the immediately preceding Adjustment Date [*if the Underlying is a share or price index insert*: minus the relevant Dividend Factor provided such day is a Dividend Adjustment Date, subject to a minimum of zero] [*If the Underlying is a future that is regularly rolled, insert*: minus [*if Rolling Costs are taken into account, insert*: (A)] the Price Differential, [*if Rolling Costs are taken into account, insert*: and [plus] (B) the Rolling Costs] ]  
and
  - (b) the Financing Component [accrued until this date]

[The Issuer will give notice, in accordance with §16 of the General Conditions of the Securities, of the Strike [for each Adjustment Period] as soon as practicable [after the first day of such Adjustment Period].] [The Strike [for each Adjustment Period] will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable [after the first day of such Adjustment Period].]



## 7. SPECIFIC TERMS OF THE SECURITIES

- [Financing Component] [In respect of any day, the product of:
- (1) **[If the definition of Security Type specifies "Call":**  
the sum of the Reference Rate determined for the immediately preceding Reference Rate Adjustment Date and the Interest Adjustment Factor]  
**[If the definition of Security Type specifies "Put", insert:**  
(a) minus (b),  
where:
    - (a) is the Reference Rate determined for the immediately preceding Reference Rate Adjustment Date and
    - (b) is the Interest Adjustment Factor,]
  - (2) in respect of any day during the period from the [Issue Date][Initial Valuation Date] to the following first Adjustment Date (inclusive), the Strike on the [Issue Date][Initial Valuation Date];  
in respect of each day following the first Adjustment Date, the Strike applicable on the immediately preceding Adjustment Date **[if the Underlying is a future that is regularly rolled insert:** minus **[if Rolling Costs are taken into account insert:** (A)] the Price Differential, **[if Rolling Costs are taken into account insert:** and [plus] (B) the Rolling Costs **[if the Underlying is a share or a price index insert:**, minus the Dividend Factor provided such date was a Dividend Adjustment Date, subject to a minimum of zero], and
  - (3) the number of calendar days from the Adjustment Date immediately preceding such day or for a day during the period from the [Issue Date][Initial Valuation Date] to the first Adjustment Date, from (and excluding) the [Issue Date][Initial Valuation Date] to (and including) such date, divided by [360] [365] [ ]],
- [ ]]

Reference Rate [In respect of any day, the Interest Rate published on the Reference Rate Adjustment Date immediately preceding such day or in respect of any day during the period from the [Issue Date][Initial Valuation Date] to the first Reference Rate Adjustment Date (and including) published on the [Issue Date][Initial Valuation Date] [at **[insert time]**] **[([insert place]** local time)] [on the page [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ] [and] in the row [ ] [under the column [ ] [in the field [ ]]]]] [.] [on the [ ] website] [under [ ] ] [for one month] [at **[insert time]**] **[([insert place]** local time)] [.] [ ]

[In respect of any day, the result on the Reference Rate Adjustment Date immediately preceding such day or in respect of any day during the period from the [Issue Date][Initial Valuation Date] to the first Reference Rate Adjustment Date (and including) the result on the [Issue Date][Initial Valuation Date] of a) [ ] [ ], as published [on the page [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ] [and] in the row [ ] [under the column [ ] [in the field [ ]]]]] [.] [on the [ ] website] [under [ ] ] [for one month] [at **[insert time]**] **[([insert place]** local time)] [.] minus b) [the Metal Lease Rate] [ ] [ ], as published [on the page [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ] [and] in the row [ ] [under the column [ ] [in the field [ ]]]]] [.] [on the [ ] website] [under [ ] ] [for one month] [at **[insert time]**] **[([insert place]** local time)].]

[is zero.] ]

[Reference Rate Adjustment Date] [Following (and excluding) the [Issue Date][Initial Valuation Date], each of the following days: [ ] [the [ ] day of each month] **[If the Underlying is a future insert:** any day on which a Replacement Event occurs] **[If the Underlying is a share or a price index insert:** and each Dividend Adjustment Date] or, if any such day is not a Business Day, the next following Business Day] [ ]]

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[Interest Adjustment Factor] [ ]

[Metal Lease Rate] An amount equal to the product of (A) and (B), where:

(A) is -1; and

(B) is equal to the difference between (i) and (ii), where:

(i) is the [XAUUSD] [XAGUSD] [XPDUSD] [XPTUSD] [ ] Forward Swap Rate; and

(ii) is [the USD Interest Rate] [ ], as published [on the page [US0001M <INDEX>] [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ] [and] in the row [ ] [under the column [ ] [in the field [ ]]]], [,] [on the [ ] website] [under [ ] [for one month] [at [insert time]] [(insert place) local time)].

As a formula:

Metal Lease Rate  
 $= -1 \times ([XAUUSD][XAGUSD][XPDUSD][XPTUSD][ ] \text{ Forward Swap Rate} - [\text{USD Interest Rate}] [ ])$

where:

[XAUUSD] [XAGUSD]

[XPDUSD] [XPTUSD]

[ ] Forward Swap Rate = [1-months Forward Swap Rate] [ ], as published [on the page [XAUSR1M <CURRENCY>] [XAGSR1M <CURRENCY>] [XPDSR1M <CURRENCY>] [XPTSR1M <CURRENCY>] [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ] [and] in the row [ ] [under the column [ ] [in the field [ ]]]], [,] [on the [ ] website] [under [ ] [for one month] [at [insert time]] [(insert place) local time)].

[USD Interest Rate] [ ] = [the USD Interest Rate] [ ], as published [on the page [US0001M <INDEX>] [ ] of the information service provider [Thomson Reuters] [Bloomberg] [ ] [under [ ] [the [ ] column [ ] [in the field [ ] [and] in the row [ ] [under the column [ ] [in the field [ ]]]], [,] [on the [ ] website] [under [ ] [for one month] [at [insert time]] [(insert place) local time)].

]

### **[Stop Loss Reference Level]**

[Stop Loss Reference Level] [An amount (which shall be deemed to be a monetary value in the [Settlement Currency] [Reference Currency]) determined by the Calculation Agent, in its reasonable discretion [on the basis of the proceeds of the unwinding of hedging transactions] as [the fair market [price] [level]] [ ] of the Underlying [at such time as the Issuer in its reasonable discretion shall select taking into account factors such as the liquidity of the Underlying] within the Stop Loss Reference Level Valuation Period.][insert amount]]

[Stop Loss Reference Level Valuation Period] [The period which begins at the time when the Barrier Event occurs and ends not more than [one][three][insert number] hour[s] later, provided that if a Market Disruption as defined by §5 occurs at any time during such period, such period will be extended by a time equal to the time the Market Disruption is subsisting. If the

## 7. SPECIFIC TERMS OF THE SECURITIES

Stop Loss Reference Level Valuation Period ends after the official close of trading or, in the absence of such official close, after the close of trading or quotations on the Reference Source [or on a Dividend Adjustment Date][or on a Replacement Date], the Stop Loss Reference Level Valuation Period shall be extended on the next following Trading Day on such Reference Source by a period equal to that amount of time which would otherwise have fallen after such close.][*insert period*]

Termination Date

The earliest of:

- (a) If a Barrier Event has occurred, the last day of the Stop Loss Reference Level Valuation Period;
- (b) if the Securityholder has exercised the Security, or if the Security is deemed to be exercised, the relevant Exercise Date; and
- (c) if the Issuer elects to redeem the Security, the relevant Redemption Date.

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### Product No. 9: One Touch Single Barrier Call Warrant

### Product No. 10: One Touch Single Barrier Put Warrant

Cash Amount	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent, the Barrier Determination Amount [at any time] [on any Observation Date] during the Observation Period</p> <p>[If the definition of Security Type specifies "Call", insert: is or has been above [or equal to] the Barrier]</p> <p>[If the definition of Security Type specifies "Put", insert: is or has been below [or equal to] the Barrier]</p> <p>(such event referred to as a "Knock In Event"), the One Touch Amount;</p> <p>(2) otherwise, [the Minimum Amount] [insert amount]</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	[Delete for European Style unless Securities are Italian Securities.]
One Touch Amount	[insert amount][per Security]
[Minimum Amount	[[insert amount][per Security]][ ] percent of the Initial Reference Level [multiplied by the Multiplier]
	[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	[Insert Multiplier]
	[The quotient of [100] [insert number] (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ] (as denominator)]

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[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:

- (i) [ ] [[ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
- (ii) the Initial Reference Level (as denominator)]

[the product of:

- (i) the Multiplier on the Issue Date and
- (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:

- (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
- (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]** determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]]

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### Barrier Determination Amount

[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the] [WMR Spot Fixing][*insert other fixing*] [at any time] [between] [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*)]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ]]] [of the information provider [Thomson Reuters][ ]]] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ]]] [in the field [ ] [ ]]] [[and] in the row [ ] [under the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [as published in the [column [ ]]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [as published under [<Bid>] [<Ask>] [ ]], [as published under [<Bid>] [<Ask>] [ ]] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]], [irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the] [WMR Spot Fixing][*insert other fixing*] [at [or around] [*insert time*] [(local time in [*insert place/city*)]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ]] and in the row ["L" (in the column "Daily View")] [ ]] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ]] and in the row ["H" (in the column "Daily View")] [ ]] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]], [irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[Insert for One Touch Warrants with Barrier Observation on a continuous basis during the Observation Period:* [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ ], as published in the [column [ ]]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [as published under [<Bid>] [<Ask>] [ ]], [as published under [<Bid>] [<Ask>] [ ]] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]], [irrespective of any corrections published later [by] [at] the [Barrier Reference Source] in this regard].]

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[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1 ] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis)] [ ], irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date]; and
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t} ]$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}} ]$$

where:

- n = number of Basket Constituents in the Basket
- P<sub>i,t</sub> = the Basket Constituent Level i on day t
- BCW<sub>i,t</sub> = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- ER<sub>i,t</sub> = Exchange Rate i on day t.]

[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [**insert date**] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [**insert date**].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

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Barrier

[*Insert amount*] [[ ] percent of the Initial Reference Level]

[is [*insert the most unfavourable value for the investor*]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.]

Termination Date

(1) if a Knock In Event has occurred, the relevant day on which such Knock In Event occurred (2) otherwise, [ ].



## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 11: One Touch Dual Barrier Warrant

Cash Amount	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p>(1) [if] [If], in the determination of the Calculation Agent, the Barrier Determination Amount is or has been [equal to or] below the Lower Barrier or [equal to or] above the Upper Barrier [at any time] [on any Observation Date] during the Observation Period,</p> <p>(such event referred to as a "<b>Knock In Event</b>"), the One Touch Amount;</p> <p>(2) otherwise, [the Minimum Amount] <i>[insert amount]</i></p>
<i>[Insert where applicable:</i>	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on <i>[specify date]</i> [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
<i>[Insert where applicable:</i>	The Cash Amount will be [equal to] at least <i>[insert amount]</i> [the Minimum Amount].]
<i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:</i>	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	<i>[Delete for European Style unless Securities are Italian Securities.]</i>
One Touch Amount	<i>[insert amount]</i> [per Security]
[Minimum Amount	<i>[insert amount]</i> [per Security] [[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is <i>[insert the most unfavourable value for the investor]</i> . The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <i>[insert the most favourable value for the investor]</i> . If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	<i>[Insert Multiplier]</i>
	[The quotient of [100] <i>[insert number]</i> (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]
	[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]
	<i>[If the Securities are European style insert:</i> The quotient of:

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(a) [ ] *[If there is a management (or similar) fee insert: [ ] x [100 percent – [ ] [Redemption Years] x [insert level of management (or similar) fee] percent (as numerator); and*

(b) the Initial Reference Level (as denominator)]

*[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:*

[On the Issue Date [ ] and]

(a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – [insert level of management (or similar) fee] percent]] *[if the Multiplier is based on the Initial Reference Level insert:* the quotient of:

(i) [ ] [ ] x] 100 percent – [insert level of management (or similar) fee] percent] (as numerator); and

(ii) the Initial Reference Level (as denominator)]

[the product of:

(i) the Multiplier on the Issue Date and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

(b) in relation to each subsequent Multiplier Adjustment Date, the product of:

(i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

[in relation to a Basket Constituent [the [insert amount] [insert value] [insert percentage] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

(a) [insert value] (as numerator) and

(b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

(a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and

(b) 365 (as denominator).]]

Barrier Determination Amount [An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the

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[WMR Spot Fixing][*insert other fixing*] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*])]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ] [in the field [ ] [ ] [ ] [and] in the row [ ] [under the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published in the [column [ ] [field [ ] [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published under [<Bid>] [<Ask>] [ ] [ , as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][*insert other fixing*] [at [or around] [*insert time*] [(local time in [*insert place/city*])]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[Insert for One Touch Warrants with Barrier Observation on a continuous basis during the Observation Period:* [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ , as published in the [column [ ] [field [ ] [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published under [<Bid>] [<Ask>] [ ] [ , as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the [Barrier] Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is

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relevant) [(as calculated and published on a continuous basis)] [, irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date[; and]
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \text{BCW}_{i,t}$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{\text{BCW}_{i,t}}{\text{ER}_{i,t}}$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $\text{BCW}_{i,t}$  = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- $\text{ER}_{i,t}$  = Exchange Rate i on day t.]

[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] **insert date**] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] **insert date**].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Upper Barrier

**insert value**

[is **insert the most unfavourable value for the investor**]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest

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rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Lower Barrier

*[insert value]*

[is *[insert the most unfavourable value for the investor]*. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Termination Date]

*[If the Securities are One Touch Barrier Warrants insert: (1) if a Knock In Event has occurred, the relevant day on which such Knock In Event occurred (2) otherwise, [ .].]*

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### Product No. 12: Barrier One Touch Plus Call Warrant

### Product No. 13: Barrier One Touch Plus Put Warrant

Cash Amount	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent, the Barrier Determination Amount [at any time] [on any Observation Date] during the Observation Period</p> <p>[If the definition of Security Type specifies "Call", insert: is or has been above [or equal to] the Barrier] [If the definition of Security Type specifies "Put", insert: is or has been below [or equal to] the Barrier]</p> <p>(such event referred to as a "<b>Barrier Event</b>"), the One Touch Amount;</p> <p>(2) if, in the determination of the Calculation Agent, the Barrier Determination Amount at no point during the Observation Period</p> <p>[If the definition of Security Type specifies "Call", insert: is or has been above [or equal to] the Barrier and</p> <p>(a) the Final Reference Level is above the Strike and below [or equal to] the Barrier,</p> <p>(Final Reference Level – Strike) x Multiplier</p> <p>(b) the Final Reference Level is below or equal to the Strike,</p> <p>[the Minimum Amount] [zero] [insert amount]]</p> <p>[If the definition of Security Type specifies "Put", insert: is or has been below [or equal to] the Barrier] and</p> <p>(a) the Final Reference Level is above [or equal to] the Barrier and below the Strike,</p> <p>(Strike – Final Reference Level) x Multiplier</p> <p>(b) the Final Reference Level is above or equal to the Strike,</p> <p>[the Minimum Amount] [zero] [insert amount]]</p> <p>[[In case of (2) (a) such][Such] amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]</p> <p>[The Cash Amount will be [equal to] [insert amount] [the Maximum Amount] at most.]</p>
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	[Delete for European Style unless Securities are Italian Securities.]
One Touch Amount	[insert amount][per Security]

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[Maximum Amount	<p>[[<b>Insert amount</b>][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]</p> <p>[is <b>insert the most unfavourable value for the investor</b>]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <b>insert the most favourable value for the investor</b>. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]</p>
[Minimum Amount	<p>[[<b>Insert amount</b>][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]</p> <p>[is <b>insert the most unfavourable value for the investor</b>]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <b>insert the most favourable value for the investor</b>. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]</p>
[Multiplier	<p><b>Insert Multiplier</b></p> <p>[The quotient of [100] <b>insert number</b> (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ] (as denominator)]</p> <p>[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]</p> <p><b>If the Securities are European style insert:</b> The quotient of:</p> <p>(a) [ ] <b>If there is a management (or similar) fee insert:</b> [ ] x [100 percent – [ ] [Redemption Years] x <b>insert level of management (or similar) fee</b>] percent (as numerator); and</p> <p>(b) the Initial Reference Level (as denominator)]</p> <p><b>If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:</b></p> <p>[On the Issue Date [ ] and]</p> <p>(a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – <b>insert level of management (or similar) fee</b>] percent]] <b>if the Multiplier is based on the Initial Reference Level insert:</b> the quotient of:</p> <p>(i) [ ] [ ] x] 100 percent – <b>insert level of management (or similar) fee</b>] percent] (as numerator); and</p> <p>(ii) the Initial Reference Level (as denominator)]</p> <p>[the product of:</p> <p>(i) the Multiplier on the Issue Date and</p> <p>(ii) [ ] [100 percent - <b>insert level of management (or similar) fee</b>] percent]]</p>

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- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
- (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - *insert level of management (or similar) fee* percent]]

[in relation to a Basket Constituent [the *insert amount* *insert value* *insert percentage*] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) *insert value* (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]]

Barrier Determination Amount [An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][*insert other fixing*]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*)]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ] [of the information provider Bloomberg] [ ] [under [the [ ]] column [ ]] [in the field [ ] [ ]] [[and] in the row [ ]] [under the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant)]] [ , as published in the [column [ ]] [field [ ] [ ]] [[and] [with respect to the Lower Barrier] in the row [ ]] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant)]] [[and] [with respect to the Upper Barrier] in the row [ ]] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant)]] [ , as published under [<Bid>] [<Ask>] [ ] [ , as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][*insert other fixing*]] [at [or around] [*insert time*] [(local time in [*insert place/city*)]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [



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PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions])] [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

**[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:** [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

**[Insert for One Touch Warrants with Barrier Observation on a continuous basis during the Observation Period:** [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ ], as published in the [column [ ]] [field [ ]] [ ]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [[and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [ ], as published under [<Bid>] [<Ask>] [ ] [ ], as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions])] [ ], irrespective of any corrections published later [by] [at] the [Barrier Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis))] [ ], irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date[; and]
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

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As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \text{BCW}_{i,t}$$

(b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:

- (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
- (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{\text{BCW}_{i,t}}{\text{ER}_{i,t}}$$

where:

$n$  = number of Basket Constituents in the Basket

$P_{i,t}$  = the Basket Constituent Level  $i$  on day  $t$

$\text{BCW}_{i,t}$  = Basket Constituent Weight  $i$  on day  $t$

**[If Basket Currency Exchange is specified to apply insert:**

$\text{ER}_{i,t}$  = Exchange Rate  $i$  on day  $t$ .]

[equal to [the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [insert date] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [insert date].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Barrier

**[insert value]**

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Strike

**[insert amount]**[[ ] percent of the Initial Reference Level]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial

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Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

Termination Date

(1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ ].

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### Product No. 14: No Touch Single Barrier Call Warrant

### Product No. 15: No Touch Single Barrier Put Warrant

Cash Amount	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent, the Barrier Determination Amount [at any time] [on any Observation Date] during the Observation Period</p> <p>[If the definition of Security Type specifies "Call", insert: is or has been below [or equal to] the Barrier]</p> <p>[If the definition of Security Type specifies "Put", insert: is or has been above [or equal to] the Barrier]</p> <p>(such event referred to as a "Barrier Event"), [the Minimum Amount] [insert amount]</p> <p>(2) otherwise, the No Touch Amount</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]
	[Delete for European Style unless Securities are Italian Securities.]
No Touch Amount	[insert amount] [per Security]
[Minimum Amount	[[insert amount][per Security]][ ] percent of the Initial Reference Level [multiplied by the Multiplier]
	[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	[Insert Multiplier]
	[The quotient of [100] [insert number] (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ] (as denominator)]

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[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:

- (i) [ ] [[ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
- (ii) the Initial Reference Level (as denominator)]

[the product of:

- (i) the Multiplier on the Issue Date and
- (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:

- (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
- (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]** determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]]

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### Barrier Determination Amount

[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the] [WMR Spot Fixing][*insert other fixing*] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*)]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ]]] [of the information provider [Thomson Reuters][ ]]] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ]]] [in the field [ ] [ ]]] [[and] in the row [ ] [under the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [as published in the [column [ ]]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [as published under [<Bid>] [<Ask>] [ ]], [as published under [<Bid>] [<Ask>] [ ]] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the] [WMR Spot Fixing][*insert other fixing*] [at [or around] [*insert time*] [(local time in [*insert place/city*)]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ]] and in the row ["L" (in the column "Daily View")] [ ]] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ]] and in the row ["H" (in the column "Daily View")] [ ]] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ ], irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ ], subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[Insert for No Touch Warrants:* [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ ], as published in the [column [ ]]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], [as published under [<Bid>] [<Ask>] [ ]], [as published under [<Bid>] [<Ask>] [ ]] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ ], irrespective of any corrections published later [by] [at] the [Barrier Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the

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Lower Barrier, [in the column] [in the field] [ PRIMACT\_1 ] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis)] [ , irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date; and
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t}$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
- (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
- (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}}$$

where:

n = number of Basket Constituents in the Basket

$P_{i,t}$  = the Basket Constituent Level i on day t

$BCW_{i,t}$  = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

$ER_{i,t}$  = Exchange Rate i on day t.]]

[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [**insert date**] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [**insert date**].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

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Barrier	<p><i>[Insert amount]</i> [[ ] percent of the Initial Reference Level]</p> <p>[is <i>[insert the most unfavourable value for the investor]</i>]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to <i>[insert the most favourable value for the investor]</i>. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]</p> <p>[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer <a href="http://www.xmarkets.db.com">www.xmarkets.db.com</a> as soon as practicable after the Adjustment Date.]</p>
Termination Date	<p>(1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ ].</p>



## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 16: Barrier Plus (StayHigh Plus) Warrant

### Product No. 17: Barrier Plus (StayLow Plus) Warrant

Cash Amount	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent, the Barrier Determination Amount at no point during the Observation Period</p> <p>[If the definition of Security Type specifies "StayHigh", insert: is or has been below [or equal to] the Barrier]</p> <p>[If the definition of Security Type specifies "StayLow", insert: is or has been above [or equal to] the Barrier]</p> <p>the No Touch Amount;</p> <p>(2) if, in the determination of the Calculation Agent, the Barrier Determination Amount at any time during the Observation Period</p> <p>[If the definition of Security Type specifies "StayHigh", insert: is or has been below [or equal to] the Barrier and</p> <p>(a) the Final Reference Level is below the Put Strike (Put Strike – Final Reference Level) x Multiplier</p> <p>(b) otherwise [the Minimum Amount] [zero] [insert amount]]</p> <p>[If the definition of Security Type specifies "StayLow", insert: is or has been above [or equal to] the Barrier and</p> <p>(a) the Final Reference Level is above the Call Strike (Final Reference Level – Call Strike) x Multiplier</p> <p>(b) otherwise [the Minimum Amount] [zero] [insert amount]]</p> <p>[[In case of (2) (a) such][Such] amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]</p>
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	[Delete for European Style unless Securities are Italian Securities.]
No Touch Amount	[insert amount] [per Security]
[Minimum Amount	[[Insert amount][per Security]][ ] percent of the Initial Reference Level [multiplied by the Multiplier]
	[is [insert the most unfavourable value for the investor]]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[.][and] the

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volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier

[Insert Multiplier]

[The quotient of [100] [insert number] (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

[If the Securities are European style insert: The quotient of:

- (a) [ ] [If there is a management (or similar) fee insert: [ ] x [100 percent – [ ] [Redemption Years] x [insert level of management (or similar) fee] percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – [insert level of management (or similar) fee] percent]] [if the Multiplier is based on the Initial Reference Level insert: the quotient of:
  - (i) [ ] [ ] x] 100 percent – [insert level of management (or similar) fee] percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)][the product of:
  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

[in relation to a Basket Constituent [the [insert amount] [insert value] [insert percentage] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) [insert value] (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [reduces][increases] this value, this will be announced

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immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date	[ ][Each Exercise Date]]
[Redemption Years	[ ][The quotient of: (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and (b) 365 (as denominator).]]
Barrier Determination Amount	<p>[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][<i>insert other fixing</i>]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [<i>insert time</i>] [(local time in [<i>insert place/city</i>])]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ]]] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ]]] [in the field [ ] [ ]]] [[and] in the row [ ] [under the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]] [, as published in the [column [ ]]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]] [[and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]] [, as published under [&lt;Bid&gt;] [&lt;Ask&gt;] [ ] [ ]], as published under [&lt;Bid&gt;] [&lt;Ask&gt;] [ ] with respect to the Lower Barrier and under [&lt;Bid&gt;] [&lt;Ask&gt;] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [, irrespective of any corrections published later [by] [at] the Reference Source in this regard] [, subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]</p> <p>[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][<i>insert other fixing</i>]] [at [or around] [<i>insert time</i>] [(local time in [<i>insert place/city</i>])]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC_ACT_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [, irrespective of any corrections published later [by] [at] the Reference Source in this regard] [, subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]</p> <p><i>[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:</i> [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [, irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [, irrespective of any corrections published later [by] [at] the Reference Source in this regard] [, subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]]</p> <p><i>[Insert for No Touch Warrants:</i> [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during</p>

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the Observation Period [ ], as published in the [column [ ]] [field [ ]] [ ] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [[and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [ ], as published under [<Bid>] [<Ask>] [ ] [ ], as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ ], irrespective of any corrections published later [by] [at] the [Barrier Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis)] [ ], irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date; and
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \text{BCW}_{i,t} ]$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{\text{BCW}_{i,t}}{\text{ER}_{i,t} } ]$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $\text{BCW}_{i,t}$  = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- $\text{ER}_{i,t}$  = Exchange Rate i on day t.]]

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[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [insert date] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [insert date].]]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

[Strike

**[Insert amount]**[[ ] percent of the Initial Reference Level]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

**[If the Security is specified to be a WAVE XXL or WAVE Unlimited:** Will be adjusted daily and is

- (1) in respect of the Issue Date **[insert amount]** and
- (2) in respect of every [Business Day] [day] during the period from the Issue Date to the first Adjustment Date (inclusive), the sum of
  - (a) the Strike valid on the Issue Date, and  
and
  - (b) the Financing Component [accrued until this date]
- (3) in respect of every [Business Day] [day] following the first Adjustment Date, [at any time], the sum of
  - (a) the Strike applicable on the immediately preceding Adjustment Date **[if the Underlying is a share or price index insert:** minus the relevant Dividend Factor provided such day is a Dividend Adjustment Date, subject to a minimum of zero] **[If the Underlying is a future that is regularly rolled, insert:** minus **[if Rolling Costs are taken into account, insert:** (A) the Price Differential, **[if Rolling Costs are taken into account, insert:** and [plus] (B) the Rolling Costs ]  
and
  - (b) the Financing Component [accrued until this date]]

[The Issuer will give notice, in accordance with §16 of the General Conditions of the Securities, of the Strike [for each Adjustment Period] as soon as practicable [after the first day of such Adjustment Period].] [The Strike [for each Adjustment Period] will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable [after the first day of such Adjustment Period].]]

[Call Strike

**[insert value]**

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial

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Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [reduces][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Put Strike

*[insert value]*

[is *[insert the most unfavourable value for the investor]*. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

Barrier

*[Insert amount]* [[ ] percent of the Initial Reference Level]

[is *[insert the most unfavourable value for the investor]*. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.]

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### Product No. 18: Window No Touch Single Barrier Call Warrant

### Product No. 19: Window No Touch Single Barrier Put Warrant

Cash Amount	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p><i>[If the Securities are Window No Touch Single Barrier Warrants insert:</i></p> <p>(1) [if][lf], in the determination of the Calculation Agent, the Barrier Determination Amount at any time during the Observation Period</p> <p><i>[If the definition of Security Type specifies "Call" and the Securities are Window No Touch Single Barrier Warrants, insert:</i> is or has been below [or equal to] the Barrier]</p> <p><i>[If the definition of Security Type specifies "Put" and the Securities are Window No Touch Single Barrier Warrants, insert:</i> is or has been above [or equal to] the Barrier]</p> <p><i>[If the Securities are Window No Touch Single Barrier Warrants insert:</i></p> <p>(such event referred to as a "<b>Barrier Event</b>"), [the Minimum Amount] <i>[insert amount]</i></p> <p>(2) otherwise the No Touch Amount]</p>
<i>[Insert where applicable:</i>	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on <i>[specify date]</i> [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
<i>[Insert where applicable:</i>	The Cash Amount will be [equal to] at least <i>[insert amount]</i> [the Minimum Amount].]
<i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.</i>	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	<i>[Delete for European Style unless Securities are Italian Securities.]</i>
No Touch Amount	<i>[insert amount]</i> [per Security]
[Minimum Amount	<i>[Insert amount]</i> [per Security] [[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is <i>[insert the most unfavourable value for the investor]</i> . The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <i>[insert the most favourable value for the investor]</i> . If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

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[Multiplier

**[Insert Multiplier]**

[The quotient of [100] **[insert number]** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert: [ ] x [100 percent – [ ] [Redemption Years] x [insert level of management (or similar) fee] percent (as numerator); and**
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee] percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] **[ ] x] 100 percent – [insert level of management (or similar) fee] percent] (as numerator); and**
  - (ii) the Initial Reference Level (as denominator)][the product of:
  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee] percent]]****
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee] percent]]**

[in relation to a Basket Constituent [the **[insert amount] [insert value] [insert percentage]**] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date

[ ] [Each Exercise Date]]



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[Redemption Years

[ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]

Barrier Determination Amount

[An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][insert other fixing]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [insert time] [(local time in [insert place/city])]]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ]]] [of the information provider [Thomson Reuters][ ]] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ]]] [in the field [ ] [ ]]] [[and] in the row [ ] [under the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], as published in the [column [ ]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]] [[and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]]] [in the field [ ]]] [(where the [higher][lower] of both values is relevant)]], as published under [<Bid>] [<Ask>] [ ]], as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions])] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][insert other fixing]] [at [or around] [insert time] [(local time in [insert place/city])]]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ]] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ]] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions])] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[Insert for No Touch Warrants:* [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ , as published in the [column [ ]] [field [ ] [ ]]] [[and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]]] [in the

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field [ ] [(where the [higher][lower] of both values is relevant)] [(and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)] [ , as published under [<Bid>] [<Ask>] [ ] [ , as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis] exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)] [ , irrespective of any corrections published later [by] [at] the [Barrier Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1 ] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis)] [ , irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date]; and
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t}$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}}$$

where:

- n = number of Basket Constituents in the Basket
- P<sub>i,t</sub> = the Basket Constituent Level i on day t
- BCW<sub>i,t</sub> = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- ER<sub>i,t</sub> = Exchange Rate i on day t.]]

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[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [insert date] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [insert date].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Barrier

**[Insert amount]** [[ ] percent of the Initial Reference Level]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.]

Termination Date

(1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ ].

## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 20: Inline Warrant

Cash Amount	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p>(1) [if] [If], in the determination of the Calculation Agent, the Barrier Determination Amount is or has been [equal to or] below the Lower Barrier or [equal to or] above the Upper Barrier [at any time] [on any Observation Date] during the Observation Period,</p> <p>(such event referred to as a "<b>Barrier Event</b>"), [the Minimum Amount] <i>[insert amount]</i></p> <p>(2) otherwise, the No Touch Amount</p>
<i>[Insert where applicable:</i>	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on <i>[specify date]</i> [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
<i>[Insert where applicable:</i>	The Cash Amount will be [equal to] at least <i>[insert amount]</i> [the Minimum Amount].]
<i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:</i>	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	<i>[Delete for European Style unless Securities are Italian Securities.]</i>
No Touch Amount	<i>[insert amount]</i> [per Security]
[Minimum Amount	<i>[insert amount]</i> [per Security][ [ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is <i>[insert the most unfavourable value for the investor]</i> . The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <i>[insert the most favourable value for the investor]</i> . If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	<i>[Insert Multiplier]</i>
	[The quotient of [100] <i>[insert number]</i> (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]
	[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]
	<i>[If the Securities are European style insert:</i> The quotient of:

## 7. SPECIFIC TERMS OF THE SECURITIES

(a) [ ] *[If there is a management (or similar) fee insert: [ ] x [100 percent – [ ] [Redemption Years] x [insert level of management (or similar) fee] percent (as numerator); and*

(b) the Initial Reference Level (as denominator)]

*[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:*

[On the Issue Date [ ] and]

(a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – [insert level of management (or similar) fee] percent]] *[if the Multiplier is based on the Initial Reference Level insert:* the quotient of:

(i) [ ] [[ ] x] 100 percent – [insert level of management (or similar) fee] percent] (as numerator); and

(ii) the Initial Reference Level (as denominator)]

[the product of:

(i) the Multiplier on the Issue Date and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

(b) in relation to each subsequent Multiplier Adjustment Date, the product of:

(i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

[in relation to a Basket Constituent [the [insert amount] [insert value] [insert percentage] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

(a) [insert value] (as numerator) and

(b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

(a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and

(b) 365 (as denominator).]]

Barrier Determination Amount [An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the

## 7. SPECIFIC TERMS OF THE SECURITIES

[WMR Spot Fixing][*insert other fixing*] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*))]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ] [in the field [ ] [ ] [ ] [and] in the row [ ] [under the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ , as published in the [column [ ] [field [ ] [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ ] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ , as published under [<Bid> [<Ask>] [ ] [ , as published under [<Bid> [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid> [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][*insert other fixing*] [at [or around] [*insert time*] [(local time in [*insert place/city*))]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[Insert for Inline Warrants:* [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ , as published in the [column [ ] [field [ ] [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ ] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant))] [ , as published under [<Bid> [<Ask>] [ ] [ , as published under [<Bid> [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid> [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [ , irrespective of any corrections published later [by] [at] the [Barrier] Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is

## 7. SPECIFIC TERMS OF THE SECURITIES

relevant) [(as calculated and published on a continuous basis)] [, irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date; and
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t}$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}}$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $BCW_{i,t}$  = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- $ER_{i,t}$  = Exchange Rate i on day t.]

[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [**insert date**] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [**insert date**].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Upper Barrier

**[insert value]**

[is [**insert the most unfavourable value for the investor**]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date]

## 7. SPECIFIC TERMS OF THE SECURITIES

taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Lower Barrier

*[insert value]*

[is *[insert the most unfavourable value for the investor]*. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Termination Date]

*[If the Securities are One Touch Barrier Warrants insert:* (1) if a Knock In Event has occurred, the relevant day on which such Knock In Event occurred (2) otherwise, [ .].]

*[If the Securities are No Touch Barrier Warrants insert:* (1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ .].]



## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 21: Duo Inline Warrant

Cash Amount	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p>(1) [if] [If], in the determination of the Calculation Agent, the Barrier Determination Amount for Underlying A or Underlying B is or has been [equal to or] below the Lower Barrier for the respective Underlying or [equal to or] above the Upper Barrier for the respective Underlying at any time during the Observation Period (such event a "<b>Barrier Event</b>"), [the Minimum Amount] <i>[insert amount]</i></p> <p>(2) otherwise, the No Touch Amount.</p>
<i>[Insert where applicable:</i>	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on <i>[specify date]</i> [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
<i>[Insert where applicable:</i>	The Cash Amount will be [equal to] at least <i>[insert amount]</i> [the Minimum Amount].]
<i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert.</i>	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	<i>[Delete for European Style unless Securities are Italian Securities.]</i>
No Touch Amount	<i>[insert amount]</i> [per Security]
[Minimum Amount	<i>[insert amount]</i> [per Security][ [ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is <i>[insert the most unfavourable value for the investor]</i> . The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <i>[insert the most favourable value for the investor]</i> . If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	<i>[Insert Multiplier]</i>
	[The quotient of [100] <i>[insert number]</i> (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]
	[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]
	<i>[If the Securities are European style insert:</i> The quotient of:

## 7. SPECIFIC TERMS OF THE SECURITIES

(a) [ ] *[If there is a management (or similar) fee insert: [ ] x [100 percent – [ ] [Redemption Years] x [insert level of management (or similar) fee] percent (as numerator); and*

(b) the Initial Reference Level (as denominator)]

*[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:*

[On the Issue Date [ ] and]

(a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – [insert level of management (or similar) fee] percent]] *[if the Multiplier is based on the Initial Reference Level insert:* the quotient of:

(i) [ ] [[ ] x] 100 percent – [insert level of management (or similar) fee] percent] (as numerator); and

(ii) the Initial Reference Level (as denominator)]

[the product of:

(i) the Multiplier on the Issue Date and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

(b) in relation to each subsequent Multiplier Adjustment Date, the product of:

(i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

[in relation to a Basket Constituent [the [insert amount] [insert value] [insert percentage] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

(a) [insert value] (as numerator) and

(b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

(a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and

(b) 365 (as denominator).]]

Barrier Determination Amount In respect of Underlying A:

The [value] [price] [level] of the Underlying A as quoted or published by the Reference Source at any time on a Trading Day during the Observation Period [, as published in the [ ] column [ ] ], as published in field [ ] ] [and] [with respect to the Upper Barrier]

## 7. SPECIFIC TERMS OF THE SECURITIES

in the row [ ] [under the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [[and] [with respect to the Lower Barrier] in the row [ ] [under the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [, as published under [<Bid> <Ask>] [(as calculated and published on a continuous basis)] [, irrespective of any corrections published later [by] [at] the Reference Source in this regard].]

In respect of Underlying B:

The [value] [price] [level] of the Underlying B as quoted or published by the Reference Source at any time on a Trading Day during the Observation Period [, as published in the [ ] column [ ]] [, as published in field [ ]] [[and] [with respect to the Upper Barrier] in the row [ ] [under the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [[and] [with respect to the Lower Barrier] in the row [ ] [under the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [, as published under [<Bid> <Ask>] [(as calculated and published on a continuous basis)] [, irrespective of any corrections published later [by] [at] the Reference Source in this regard].]

Upper Barrier

In respect of Underlying A: *[insert level]*

[is *[insert the most unfavourable value for the investor]*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the Underlying A [and the dividend expectation in relation to the Underlying A]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

In respect of Underlying B: *[insert level]*

[is *[insert the most unfavourable value for the investor]*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the Underlying B [and the dividend expectation in relation to the Underlying B]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Lower Barrier

In respect of Underlying A: *[insert level]*

[is *[insert the most unfavourable value for the investor]*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the Underlying A [and the dividend expectation in relation to the Underlying A]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *[insert the most favourable value for the investor]*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

In respect of Underlying B: *[insert level]*

[is *[insert the most unfavourable value for the investor]*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial

## 7. SPECIFIC TERMS OF THE SECURITIES

Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the Underlying B [and the dividend expectation in relation to the Underlying B]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Termination Date

(1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ ].

## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 22: Dual Barrier Range Plus (Corridor Plus) Warrant

Cash Amount	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [If][if], in the determination of the Calculation Agent, the Barrier Determination Amount at no point during the Observation Period is or has been below [or equal to] the Lower Barrier or above [or equal to] the Upper Barrier, the No Touch Amount;</p> <p>(2) if, in the determination of the Calculation Agent, the Barrier Determination Amount at any time during the Observation Period is or has been below [or equal to] the Lower Barrier or above [or equal to] the Upper Barrier (such event referred to as a "Barrier Event") and</p> <p>(a) the Final Reference Level is below the Put Strike, (Put Strike – Final Reference Level) x Multiplier</p> <p>(b) the Final Reference Level is above the Call Strike, (Final Reference Level – Call Strike) x Multiplier</p> <p>(c) the Final Reference Level is above or equal to the Put Strike and below or equal to the Call Strike, [the Minimum Amount] [zero] [insert amount]</p> <p>[[In case of (2) (a) and (b) such][Such] amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]</p> <p>[The Cash Amount will be [equal to] [insert amount] [the Maximum Amount] at most.]</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]
	[Delete for European Style unless Securities are Italian Securities.]
No Touch Amount	[insert amount] [per Security]
Maximum Amount	[[insert amount][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is [insert the most unfavourable value for the investor]]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in

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relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Minimum Amount

**[Insert amount]**[per Security][ [ ] percent of the Initial Reference Level [multiplied by the Multiplier]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier

**[Insert Multiplier]**

[The quotient of [100] **[insert number]** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] [ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)]

[the product of:

  - (i) the Multiplier on the Issue Date and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

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[in relation to a Basket Constituent [the *insert amount* *insert value* *insert percentage*] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) *insert value* (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]]

Barrier Determination Amount [An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the [WMR Spot Fixing][*insert other fixing*]] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] *insert time*] [(local time in *insert place/city*))] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ]] [of the information provider [Thomson Reuters][ ]] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ]] [in the field [ ] [ ]] [and] in the row [ ] [under the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [, as published in the [column [ ]] [field [ ] [ ]] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ]] [in the field [ ]] [(where the [higher][lower] of both values is relevant))] [, as published under [<Bid>] [<Ask>] [ ] [ ] [, as published under [<Bid>] [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [, irrespective of any corrections published later [by] [at] the Reference Source in this regard] [, subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][*insert other fixing*]] [at [or around] *insert time*] [(local time in *insert place/city*))] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [, irrespective of any corrections published later [by]

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[at] the Reference Source in this regard] [, subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

**[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:** [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [, irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [, irrespective of any corrections published later [by] [at] the Reference Source in this regard] [, subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]]

**[Insert for No Touch Warrants:** [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [, as published in the [column [ ] ] [field [ ] ] ] ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] ] [in the field [ ] ] [(where the [higher][lower] of both values is relevant))] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] ] [in the field [ ] ] [(where the [higher][lower] of both values is relevant))] [, as published under [<Bid>] [<Ask>] [ ] ] [, as published under [<Bid>] [<Ask>] [ ] ] with respect to the Lower Barrier and under [<Bid>] [<Ask>] [ ] ] with respect to the Upper Barrier [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions))] [, irrespective of any corrections published later [by] [at] the [Barrier Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [PRIMACT\_1] [ ] ] and in the row ["L" (in the column "Daily View")] [ ] ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] ] and in the row ["H" (in the column "Daily View")] [ ] ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis)] [, irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date; and
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t}$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)



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As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t}}$$

where:

$n$  = number of Basket Constituents in the Basket

$P_{i,t}$  = the Basket Constituent Level  $i$  on day  $t$

$BCW_{i,t}$  = Basket Constituent Weight  $i$  on day  $t$

**[If Basket Currency Exchange is specified to apply insert:**

$ER_{i,t}$  = Exchange Rate  $i$  on day  $t$ .]

[equal to [the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [insert date] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [insert date].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Upper Barrier

**[insert value]**

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Lower Barrier

**[insert value]**

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Strike

**[insert amount]**[[ ] percent of the Initial Reference Level]

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[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[The Issuer will give notice, in accordance with §16 of the General Conditions of the Securities, of the Strike [for each Adjustment Period] as soon as practicable [after the first day of such Adjustment Period].] [The Strike [for each Adjustment Period] will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable [after the first day of such Adjustment Period].]

Call Strike

*insert value*

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Put Strike

*insert value*

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Termination Date

(1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ ].

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### Product No. 23: Window Inline Warrant

Cash Amount	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p>(1) [If][if], in the determination of the Calculation Agent, the Barrier Determination Amount at any time during the Observation Period is or has been below [or equal to] the Lower Barrier or above [or equal to] the Upper Barrier,</p> <p>(such event referred to as a "<b>Barrier Event</b>"), [the Minimum Amount] <i>[insert amount]</i></p> <p>(2) otherwise the No Touch Amount]</p>
<i>[Insert where applicable:</i>	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on <i>[specify date]</i> [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
<i>[Insert where applicable:</i>	The Cash Amount will be [equal to] at least <i>[insert amount]</i> [the Minimum Amount].]
<i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:</i>	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	<i>[Delete for European Style unless Securities are Italian Securities.]</i>
No Touch Amount	<i>[insert amount]</i> [per Security]
[Minimum Amount	<i>[insert amount]</i> [per Security][ [ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is <i>[insert the most unfavourable value for the investor]</i> . The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to <i>[insert the most favourable value for the investor]</i> . If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	<i>[Insert Multiplier]</i>
	[The quotient of [100] <i>[insert number]</i> (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]
	[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]
	<i>[If the Securities are European style insert:</i> The quotient of:

## 7. SPECIFIC TERMS OF THE SECURITIES

(a) [ ] *[If there is a management (or similar) fee insert: [ ] x [100 percent – [ ] [Redemption Years] x [insert level of management (or similar) fee] percent (as numerator); and*

(b) the Initial Reference Level (as denominator)]

*[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:*

[On the Issue Date [ ] and]

(a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – [insert level of management (or similar) fee] percent]] *[if the Multiplier is based on the Initial Reference Level insert:* the quotient of:

(i) [ ] [[ ] x] 100 percent – [insert level of management (or similar) fee] percent] (as numerator); and

(ii) the Initial Reference Level (as denominator)]

[the product of:

(i) the Multiplier on the Issue Date and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

(b) in relation to each subsequent Multiplier Adjustment Date, the product of:

(i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and

(ii) [ ] [100 percent - [insert level of management (or similar) fee] percent]]

[in relation to a Basket Constituent [the [insert amount] [insert value] [insert percentage] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

(a) [insert value] (as numerator) and

(b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [insert the most favourable value for the investor]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date] [ ] [Each Exercise Date]]

[Redemption Years] [ ] [The quotient of:

(a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and

(b) 365 (as denominator).]]

Barrier Determination Amount [An amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) equal to the] [[The] [official closing] [value] [price] [level] [of the Underlying] [Relevant Reference Level Value] [quoted by] [or] [published on] [the Reference Source] [the Barrier Reference Source] [based on the

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[WMR Spot Fixing][*insert other fixing*] [at any time] [between [9] [ ] a.m. and [5] [ ] p.m. local time in Frankfurt am Main (including the values from the XETRA® closing auction)] [at [or around] [*insert time*] [(local time in [*insert place/city*])]] [on [an][each] Observation Date] [during the Observation Period] [on the Reference Page [ ] [or [ ] [of the information provider [Thomson Reuters][ ] [of the information provider Bloomberg] [ ] [under [the [ ] column [ ] [in the field [ ] [ ] [ ] [and] in the row [ ] [under the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published in the [column [ ] [field [ ] [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published under [<Bid> [<Ask>] [ ] [ , as published under [<Bid> [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid> [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the Reference Source [based on the [WMR Spot Fixing][*insert other fixing*] [at [or around] [*insert time*] [(local time in [*insert place/city*])]] [on [an][each] Observation Date] [during the Observation Period], with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is relevant) [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[if the Underlying is not specified to be a Basket and the Barrier Observation is not European style insert:* [At any time on any day during the Observation Period, an amount equal to the [value] [price] [level] [of the Underlying] quoted by or published on the Reference Source at such time on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard].] [On any day during the Observation Period, an amount equal to the Relevant Reference Level Value quoted by or published on the Reference Source on such day [ , irrespective of any corrections published later [by] [at] the Reference Source in this regard] [ , subject to any corrections according to §9(1) of the General Conditions of the Securities published later by the Reference Source in this regard].]

*[Insert for No Touch Warrants:* [The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time on a Trading Day during the Observation Period [ , as published in the [column [ ] [field [ ] [ ] [ ] [and] [with respect to the Lower Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [and] [with respect to the Upper Barrier] in the row [ ] [in the column [ ] [in the field [ ] [(where the [higher][lower] of both values is relevant)]] [ , as published under [<Bid> [<Ask>] [ ] [ , as published under [<Bid> [<Ask>] [ ] with respect to the Lower Barrier and under [<Bid> [<Ask>] [ ] with respect to the Upper Barrier] [(as calculated and published on a continuous basis[ exclusive of the level calculated on the basis of a midday auction or any other intraday auctions)]] [ , irrespective of any corrections published later [by] [at] the [Barrier Reference Source in this regard].]

[The [value] [price] [level] of the Underlying as quoted or published by the [Barrier] Reference Source at any time during the Observation Period, with respect to the Lower Barrier, [in the column] [in the field] [ PRIMACT\_1] [ ] and in the row ["L" (in the column "Daily View")] [ ] (where the lower of both values is relevant) and, with respect to the Upper Barrier, [under the column] [in the field] [SEC\_ACT\_1] [ ] and in the row ["H" (in the column "Daily View")] [ ] (where the higher of both values is

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relevant) [(as calculated and published on a continuous basis)] [, irrespective of any corrections published later by the Reference Source in this regard].]

**[If the Underlying is specified to be a Basket insert:**

In relation to a Basket Constituent and [any time on] any Observation Date, an amount (which shall be deemed to be a monetary value in the [Reference Currency][Settlement Currency]) [equal to [the sum of the products for each Basket Constituent of:

- (a) [the Basket Constituent Level of the relevant Basket Constituent][**insert mode for determination**] on such Observation Date; and]
- (b) **[if Basket Currency Exchange is not specified to apply insert:** the Basket Constituent Weight of such Basket Constituent on such Observation Date.

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times BCW_{i,t} ]$$

- (b) **[if Basket Currency Exchange is specified to apply, insert:** the quotient of:
  - (i) the Basket Constituent Weight of such Basket Constituent on such Observation Date (as numerator); and
  - (ii) the Exchange Rate for converting the Basket Constituent Currency of such Basket Constituent into [the Reference Currency] on such Observation Date (as denominator)

As a formula:

$$\text{Barrier Determination Amount}_t = \sum_i^n P_{i,t} \times \frac{BCW_{i,t}}{ER_{i,t} } ]$$

where:

- n = number of Basket Constituents in the Basket
- $P_{i,t}$  = the Basket Constituent Level i on day t
- $BCW_{i,t}$  = Basket Constituent Weight i on day t

**[If Basket Currency Exchange is specified to apply insert:**

- $ER_{i,t}$  = Exchange Rate i on day t.]

[equal to [[the Reference Level][ ] of the Basket][the Basket Constituent Level of such Basket Constituent] [at such time] on such Observation Date]]

**[If the Underlying is specified to be a Basket insert:** In respect of each Basket Constituent, [the Relevant Reference Level Value of such Basket Constituent on [the] [any] [Observation Date] [**insert date**] quoted by the Reference Source][an amount equal to the price or level of such Basket Constituent determined in the manner specified in the column "Barrier Determination Amount determination" in relation to such Basket Constituent in the definition of Underlying above on [the] [any] [Observation Date] [**insert date**].]

[If a Market Disruption has occurred and is continuing at such time [on such Observation Date], no Barrier Determination Amount shall be calculated for such time.]

Upper Barrier

**[insert value]**

[is [**insert the most unfavourable value for the investor**]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date]

## 7. SPECIFIC TERMS OF THE SECURITIES

taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Lower Barrier

[*insert value*]

[is [*insert the most unfavourable value for the investor*]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,]and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

Termination Date

(1) if a Barrier Event has occurred, the relevant day on which such Barrier Event occurred (2) otherwise, [ ].

## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 24: Digital Call Warrant

### Product No. 25: Digital Put Warrant

Cash Amount	<p>[For Italian Securities where the Minimum Exercise Amount is one Security insert: In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent, the Final Reference Level</p> <p>[If the definition of Security Type specifies "Call", insert: is above [or equal to] the Barrier]</p> <p>[If the definition of Security Type specifies "Put", insert: is below [or equal to] the Barrier]</p> <p>the Digital Amount</p> <p>(2) otherwise, [the Minimum Amount] [insert amount]</p>
[Insert where applicable:	Such amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on [specify date] [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]
[Insert where applicable:	The Cash Amount will be [equal to] at least [insert amount] [the Minimum Amount].]
[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	[insert amount] [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	[Delete for European Style unless Securities are Italian Securities.]
[If the Securities are Digital Warrants insert: Digital Amount	[insert amount][per Security]]
[Minimum Amount	[[insert amount][per Security]][[ ] percent of the Initial Reference Level [multiplied by the Multiplier]]
	[is [insert the most unfavourable value for the investor]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to [insert the most favourable value for the investor]. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]
[Multiplier	[Insert Multiplier]
	[The quotient of [100] [insert number] (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ]] (as denominator)]



## 7. SPECIFIC TERMS OF THE SECURITIES

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**[If the Securities are European style insert:** The quotient of:

- (a) [ ] **[If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ] [Redemption Years] x **[insert level of management (or similar) fee]** percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**[If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **[insert level of management (or similar) fee]** percent]] **[if the Multiplier is based on the Initial Reference Level insert:** the quotient of:

- (i) [ ] [ ] x] 100 percent – **[insert level of management (or similar) fee]** percent] (as numerator); and
- (ii) the Initial Reference Level (as denominator)]

[the product of:

- (i) the Multiplier on the Issue Date and
- (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:

- (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
- (ii) [ ] [100 percent - **[insert level of management (or similar) fee]** percent]]

[in relation to a Basket Constituent [the **[insert amount]** **[insert value]** **[insert percentage]** determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) **[insert value]** (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is **[insert the most unfavourable value for the investor]**. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to **[insert the most favourable value for the investor]**. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date [ ] [Each Exercise Date]]

[Redemption Years [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]]

## 7. SPECIFIC TERMS OF THE SECURITIES

Barrier

[*Insert amount*] [[ ] percent of the Initial Reference Level]

[is [*insert the most unfavourable value for the investor*]]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to [*insert the most favourable value for the investor*]. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Other than in respect of Issue Date, the Issuer will give notice of the Barrier by publication in accordance with §16 of the General Conditions of the Securities as soon as practicable after the Adjustment Date.] [Other than in respect of Issue Date, the Barrier will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable after the Adjustment Date.]

## 7. SPECIFIC TERMS OF THE SECURITIES

### Product No. 26: Barrier Plus (EndHigh) Call Warrant

### Product No. 27: Barrier Plus (EndLow) Put Warrant

Cash Amount	<p><i>[For Italian Securities where the Minimum Exercise Amount is one Security insert:</i> In respect of each Minimum Exercise Amount,]</p> <p>(1) [if][If], in the determination of the Calculation Agent, the Final Reference Level is</p> <p style="padding-left: 40px;"><i>[If the definition of Security Type specifies "Call", insert:</i> above [or equal to] the Barrier, the EndHigh Amount]</p> <p style="padding-left: 40px;"><i>[If the definition of Security Type specifies "Put", insert:</i> below [or equal to] the Barrier, the EndLow Amount]</p> <p>(2) if, in the determination of the Calculation Agent, the Final Reference Level is</p> <p style="padding-left: 40px;"><i>[If the definition of Security Type specifies "Call", insert:</i> above the Call Strike and below [or equal to] the Barrier,</p> <p style="padding-left: 40px;">(Final Reference Level – Call Strike) x Multiplier]</p> <p style="padding-left: 40px;"><i>[If the definition of Security Type specifies "Put", insert:</i> above [or equal to] the Barrier and below the Put Strike,</p> <p style="padding-left: 40px;">(Put Strike – Final Reference Level) x Multiplier]</p> <p>(3) if, in the determination of the Calculation Agent, the Final Reference Level is</p> <p style="padding-left: 40px;"><i>[If the definition of Security Type specifies "Call", insert:</i> is below [or equal to] the Call Strike]</p> <p style="padding-left: 40px;"><i>[If the definition of Security Type specifies "Put", insert:</i> is above [or equal to] the Put Strike]</p> <p style="padding-left: 40px;">[the Minimum Amount] [zero] <i>[insert amount]</i></p> <p>[[In case of (2) such][Such] amount shall be converted [1:1] into the Settlement Currency [at the Exchange Rate] on <i>[specify date]</i> [the Business Day following the Valuation Date] [the Valuation Date] [or if this day is not a Business Day, the immediately [succeeding] [preceding] Business Day].]</p> <p>[The Cash Amount will be [equal to] <i>[insert amount]</i> [the Maximum Amount] at most.]</p>
<i>[Insert where applicable:</i>	The Cash Amount will be [equal to] at least <i>[insert amount]</i> [the Minimum Amount].]
<i>[For Italian Securities where the Minimum Exercise Amount is greater than one Security insert:</i>	The amount payable in respect of each Minimum Exercise Amount shall be the product of (i) the Cash Amount for each Security (determined as provided above) and (ii) the Minimum Exercise Amount.]
[Minimum Exercise Amount	<i>[insert amount]</i> [being the minimum number of Securities which can be traded in accordance with the Listing Rules of the market managed and organised by Borsa Italiana S.p.A.]]
	<i>[Delete for European Style unless Securities are Italian Securities.]</i>
<i>[If the definition of Security Type specifies "Call", insert:</i> EndHigh Amount	<i>[insert amount]</i> [[per Security]]
<i>[If the definition of Security Type</i>	<i>[insert amount]</i> [[per Security]]

## 7. SPECIFIC TERMS OF THE SECURITIES

*specifies "Put", insert:*  
EndLow Amount

[Minimum Amount] **[[Insert amount][per Security][ ] percent of the Initial Reference Level [multiplied by the Multiplier]]**

[is **insert the most unfavourable value for the investor**]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to **insert the most favourable value for the investor**. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Maximum Amount] **[[Insert amount][per Security][ ] percent of the Initial Reference Level [multiplied by the Multiplier]]**

[is **insert the most unfavourable value for the investor**]. The Issuer can in its reasonable discretion increase this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,][and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the Security the Issuer expects to increase this value at maximum to **insert the most favourable value for the investor**. If the Issuer increases this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier]

**Insert Multiplier**

[The quotient of [100] **insert number** (as numerator) and the [Initial Reference Level] [Strike] [multiplied by [ ] (as denominator)]

[The product of (i) the quotient of [100] [ ] (as numerator) and the Strike (as denominator) and (ii) the Exchange Rate on the [Valuation Date] [on the first Business Day following the Valuation Date]]

**If the Securities are European style insert:** The quotient of:

- (a) [ ] **If there is a management (or similar) fee insert:** [ ] x [100 percent – [ ][Redemption Years] x **insert level of management (or similar) fee**] percent (as numerator); and
- (b) the Initial Reference Level (as denominator)]

**If the Securities are American or Bermudan style or the periodic accrual is to be reflected insert:**

[On the Issue Date [ ] and]

- (a) [In] [in] relation to the first Multiplier Adjustment Date, [[ ] [100 percent – **insert level of management (or similar) fee**] percent]] **if the Multiplier is based on the Initial Reference Level insert:** the quotient of:
  - (i) [ ] [[ ] x] 100 percent – **insert level of management (or similar) fee** percent] (as numerator); and
  - (ii) the Initial Reference Level (as denominator)]

[the product of:

- (i) the Multiplier on the Issue Date and

## 7. SPECIFIC TERMS OF THE SECURITIES

- (ii) [ ] [100 percent - *insert level of management (or similar) fee* percent]]
- (b) in relation to each subsequent Multiplier Adjustment Date, the product of:
  - (i) the Multiplier on the immediately preceding Multiplier Adjustment Date; and
  - (ii) [ ] [100 percent - *insert level of management (or similar) fee* percent]]

[in relation to a Basket Constituent [the *insert amount* *insert value* *insert percentage*] determined for such Basket Constituent in the column "Multiplier" in Underlying above] [a number equal to the quotient of:

- (a) *insert value* (as numerator) and
- (b) the Initial Reference Level for this Basket Constituent (as denominator).]]

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]]

[Multiplier Adjustment Date [ ] [Each Exercise Date]]

[Redemption Years [ ] [The quotient of:

- (a) the number of calendar days from and including [the Value Date] up to and including the [Termination Date] (as numerator); and
- (b) 365 (as denominator).]]

Barrier *insert value*

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Strike *insert amount*[[ ] percent of the Initial Reference Level]

[is *insert the most unfavourable value for the investor*]. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent] [and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for*

## 7. SPECIFIC TERMS OF THE SECURITIES

*the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[The Issuer will give notice, in accordance with §16 of the General Conditions of the Securities, of the Strike [for each Adjustment Period] as soon as practicable [after the first day of such Adjustment Period].] [The Strike [for each Adjustment Period] will be published on the website of the Issuer [www.xmarkets.db.com](http://www.xmarkets.db.com) as soon as practicable [after the first day of such Adjustment Period].]

[Call Strike

*insert value*]

[is *insert the most unfavourable value for the investor*. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Put Strike

*insert value*]

[is *insert the most unfavourable value for the investor*. The Issuer can in its reasonable discretion [decrease][increase] this value on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] taking into account the current market conditions, particularly the current interest rate[,] [and] the volatility of the [Underlying][Basket Constituent][and the dividend expectation in relation to the [Underlying][Basket Constituent]]. At the time of determining the terms and conditions of the product the Issuer expects to [decrease][increase] this value at maximum to *insert the most favourable value for the investor*. If the Issuer [decreases][increases] this value, this will be announced immediately on the [Issue Date][Initial Valuation Date] or the Business Day following the [Issue Date][Initial Valuation Date] in accordance with §16 of the General Conditions of the Securities.]

[Termination Date]

[The Exercise Date] [ ]

## 7. SPECIFIC TERMS OF THE SECURITIES

*[If Exercise Notice, Delivery Notice or Renouncement Notice is different from the form attached to the General Conditions of the Securities, insert:*

**Form of [Exercise/Delivery/Renouncement] Notice]**

*[insert form]*

## 8. HOW THE SECURITIES WORK

This chapter contains the descriptions of the Securities that explain how the relevant Securities work and their characteristics.

An overview of the different sections that this chapter covers is presented below.

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### Classic Warrants

Product No. 1: Call Warrant and Discount Call Warrant
---

Investors can participate more than proportionately (with leverage) in the positive development of the Underlying with this Call Warrant.

Conversely, investors also participate with leverage in the negative development of the Underlying and additionally bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Underlying is equal to or below the Strike. On the Settlement Date, investors receive as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level exceeds the Strike. For a Discount Call Warrant, the Cash Amount is limited to the Maximum Amount. If the Final Reference Level is equal to or below the Strike, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

Product No. 2: Put Warrant and Discount Put Warrant
---

Investors can participate more than proportionately (with leverage) in the negative development of the Underlying with this Put Warrant.

Conversely, investors also participate with leverage in the positive development of the Underlying and additionally bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Underlying is equal to or above the Strike. On the Settlement Date, investors receive as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level falls below the Strike. For a Discount Put Warrant, the Cash Amount is limited to the Maximum Amount. If the Final Reference Level is equal to or above the Strike, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

### WAVE (Knock Out) Warrants

Product No. 3: WAVE (Knock Out) Call Warrant
--

Investors can participate more than proportionately (with leverage) in the positive development of the Underlying with this WAVE Call Warrant.

Conversely, investors also participate with leverage in the negative development of the Underlying and additionally bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Underlying at any time during the Observation Period is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (Barrier Event). On the Settlement Date, investors receive as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level exceeds the Strike.

If at any time during the Observation Period, the Underlying is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the term of the WAVE Call Warrant will

end immediately and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

Product No. 4: WAVE (Knock Out) Put Warrant
---

Investors can participate more than proportionately (with leverage) in the negative development of the Underlying with this WAVE Put Warrant.

Conversely, investors also participate with leverage in the positive development of the Underlying and additionally bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Underlying at any time during the Observation Period is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event). On the Settlement Date, investors receive as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level falls below the Strike.

If at any time during the Observation Period the Underlying is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the term of the WAVE Put Warrant ends immediately and investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment.

### **WAVE Unlimited (Knock Out Perpetual) Warrants**

Product No. 5: WAVE Unlimited (Knock Out Perpetual) Call Warrant
--

Investors can participate more than proportionately (with leverage) in the positive development of the Underlying with this WAVE Unlimited Call Warrant with no fixed settlement date.

Conversely, investors also participate with leverage in the negative development of the Underlying and additionally bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Underlying at any time during the Observation Period is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (Barrier Event).

If at any time during the Observation Period, the Underlying is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the term of the WAVE Unlimited Call Warrant will end immediately and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

If no Barrier Event occurs, investors will receive on the Settlement Date, after exercising the Security on an Exercise Date or termination by the Issuer effective on a Redemption Date, as Cash Amount the product of the Multiplier and the amount by which the Final Reference Level is above the Strike.

Due to lack of a fixed maturity, the product is designed in a way that the initially applicable Strike is adjusted, if specified in the Final Terms, as of the Initial Valuation Date, daily to reflect a Financing Component incurred by the Issuer based on the respective market rates plus a percentage determined by the Issuer at the issuance of the Security. If the Underlying is a future, the adjustment will be made by the Issuer based on the respective percentage only determined by the Issuer at the issuance of the Security, irrespective of market rates.

In addition, if the Underlying is a share or a price index, upon payment of a cash dividend by the Underlying's issuer or, as the case may be, its Index Sponsor, the Dividend Adjustment Date is an additional Adjustment Date, and the Strike will be reduced by the respective Dividend Factor, which takes into account the dividends paid less an adjustment amount for taxes and similar charges arising thereon.

If the Underlying is a future, any day on which a Replacement Event occurs is an additional Adjustment Date, and the Strike will be adjusted by the difference between the last Reference

## 8. HOW THE SECURITIES WORK

Level of the Underlying to be replaced and the determined Successor Future, if Rolling Costs are taken into account, less the Rolling Costs.

The Barrier is ultimately equivalent to the Strike applicable on such day.

Product No. 6: WAVE Unlimited (Knock Out Perpetual) Put Warrant
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Investors can participate more than proportionately (with leverage) in the negative development of the Underlying with this WAVE Unlimited Put Warrant with no fixed settlement date.

Conversely, investors also participate with leverage in the positive development of the Underlying and additionally bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Underlying at any time during the Observation Period is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (Barrier Event).

If at any time during the Observation Period the Underlying is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the term of the WAVE Unlimited Put Warrant will end immediately and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

If no Barrier Event occurs, investors will receive on the Settlement Date, after exercising the Security on an Exercise Date or termination by the Issuer effective on a Redemption Date, as Cash Amount the product of the Multiplier and the amount by which the Final Reference Level is lower than the Strike.

Due to lack of a fixed maturity, the product is designed in a way that the initially applicable Strike is adjusted, if specified in the Final Terms, as of the Initial Valuation Date, daily to reflect a Financing Component incurred by the Issuer based on the respective market rates less a percentage determined by the Issuer at the issuance of the Security. If the Underlying is a future, the adjustment will be made by the Issuer based on the respective percentage only determined by the Issuer at the issuance of the Security, irrespective of market rates.

In addition, if the Underlying is a share or a price index, upon payment of a cash dividend by the Underlying's issuer or, as the case may be, its Index Sponsor, the Dividend Adjustment Date is an additional Adjustment Date, and the Strike will be reduced by the respective Dividend Factor, which takes into account the dividends paid less an adjustment amount for taxes and similar charges arising thereon.

If the Underlying is a future, any day on which a Replacement Event occurs is an additional Adjustment Date, and the Strike will be adjusted by the difference between the last Reference Level of the Underlying to be replaced and the determined Successor Future, if Rolling Costs are taken into account, less the Rolling Costs.

The Barrier is ultimately equivalent to the Strike applicable on such day.

### **WAVE XXL (Knock Out Perpetual) Warrants**

Product No. 7: WAVE XXL (Knock Out Perpetual) Call Warrant
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Investors can participate more than proportionately (with leverage) in the positive development of the Underlying with this WAVE XXL Call Warrant with no fixed settlement date.

Conversely, investors also participate with leverage in the negative development of the Underlying and additionally bear the risk of the WAVE XXL Call Warrant immediately expiring (Barrier Event) if the Underlying at any time during the Observation Period is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier. In such case, investors will receive as the Cash Amount the product of the Multiplier and the amount by which the Stop Loss Reference Level specified by the Issuer exceeds the Strike. If, at the

## 8. HOW THE SECURITIES WORK

relevant time, the Underlying is equal to or below the Strike – which may be the case particularly with strong movement of the Underlying at the time of the Barrier Event – investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

If no Barrier Event occurs, investors will receive on the Settlement Date, after exercising the Security on an Exercise Date or termination by the Issuer effective on a Redemption Date, as Cash Amount the product of the Multiplier and the amount by which the Final Reference Level is above the Strike.

Due to lack of a fixed maturity, the product is designed in a way that the initially applicable Strike is adjusted, if specified in the Final Terms, as of the Initial Valuation Date, daily to reflect a Financing Component incurred by the Issuer based on the respective market rates plus a percentage determined by the Issuer at the issuance of the Security. If the Underlying is a future, the adjustment will be made by the Issuer based on the respective percentage only determined by the Issuer at the issuance of the Security, irrespective of market rates.

In addition, if the Underlying is a share or a price index, upon payment of a cash dividend by the Underlying's issuer or, as the case may be, its Index Sponsor, the Dividend Adjustment Date is an additional Adjustment Date, and the Strike will be reduced by the respective Dividend Factor, which takes into account the dividends paid less an adjustment amount for taxes and similar charges arising thereon.

If the Underlying is a future, any day on which a Replacement Event occurs is an additional Adjustment Date, and the Strike will be adjusted by the difference between the last Reference Level of the Underlying to be replaced and the determined Successor Future, if Rolling Costs are taken into account, less the Rolling Costs.

Finally, the initially applicable Barrier, if specified in the Final Terms, on the Initial Valuation Date, is also adjusted on each following Adjustment Date so that it is equal in each case to the sum of the relevant Strike and the Barrier Adjustment Amount. The Barrier Adjustment Amount on the other hand is the product of the applicable Strike and the Barrier Adjustment Factor, where the Issuer may, in its reasonable discretion, reset the latter on any Adjustment Date, with respect to its level on the Issue Date, in order to prevent the Security from expiring worthless and without any payment after occurrence of a Barrier Event with the same probability as at its issue (taking into account the volatility and liquidity of the Underlying).

Product No. 8: WAVE XXL (Knock Out Perpetual) Put Warrant
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Investors can participate more than proportionately (with leverage) in the negative development of the Underlying with this WAVE XXL Put Warrant with no fixed settlement date.

Conversely, investors also participate with leverage in the positive development of the Underlying and additionally bear the risk of the WAVE XXL Put Warrant immediately expiring (Barrier Event) if the Underlying at any time during the Observation Period is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier. In such case, investors will receive as the Cash Amount the product of the Multiplier and the amount by which the Stop Loss Reference Level specified by the Issuer falls below the Strike. If, at the relevant time, the Underlying is equal to or above the Strike – which may be the case particularly with strong movement of the Underlying at the time of the Barrier Event – investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

If no Barrier Event occurs, investors will receive on the Settlement Date, after exercising the Security on an Exercise Date or termination by the Issuer effective on a Redemption Date, as Cash Amount the product of the Multiplier and the amount by which the Final Reference Level is lower than the Strike.

Due to lack of a fixed maturity, the product is designed in a way that the initially applicable Strike is adjusted, if specified in the Final Terms, as of the Initial Valuation Date, daily to reflect

## 8. HOW THE SECURITIES WORK

a Financing Component incurred by the Issuer based on the respective market rates less a percentage determined by the Issuer at the issuance of the Security. If the Underlying is a future, the adjustment will be made by the Issuer based on the respective percentage only determined by the Issuer at the issuance of the Security, irrespective of market rates.

In addition, if the Underlying is a share or a price index, upon payment of a cash dividend by the Underlying's issuer or, as the case may be, its Index Sponsor, the Dividend Adjustment Date is an additional Adjustment Date, and the Strike will be reduced by the respective Dividend Factor, which takes into account the dividends paid less an adjustment amount for taxes and similar charges arising thereon.

If the Underlying is a future, any day on which a Replacement Event occurs is an additional Adjustment Date, and the Strike will be adjusted by the difference between the last Reference Level of the Underlying to be replaced and the determined Successor Future, if Rolling Costs are taken into account, less the Rolling Costs.

Finally, the initially applicable Barrier, if specified in the Final Terms, on the Initial Valuation Date, is also adjusted on each following Adjustment Date so that it is equal in each case to the relevant Strike less the Barrier Adjustment Amount. The Barrier Adjustment Amount on the other hand is the product of the applicable Strike and the Barrier Adjustment Factor, where the Issuer may, in its reasonable discretion, reset the latter on any Adjustment Date, with respect to its level on the Issue Date, in order to prevent the Security from expiring worthless and without any payment after occurrence of a Barrier Event with the same probability as at its issue (taking into account the volatility and liquidity of the Underlying).

### One Touch Warrants

Product No. 9: One Touch Single Barrier Call Warrant
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With this One Touch Single Barrier Call Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying during the term.

Conversely, they bear the risk of receiving, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment if no Knock In Event occurs.

If during the Observation Period the Barrier Determination Amount is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier (such event referred to as a "Knock In Event"), the One Touch Single Barrier Call Warrant will immediately expire and investors will receive the predetermined One Touch Amount.

If during the Observation Period the Barrier Determination Amount is not, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment.

Product No. 10: One Touch Single Barrier Put Warrant
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With this One Touch Single Barrier Put Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying during the term.

Conversely, they bear the risk of receiving, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment if no Knock In Event occurs.

If during the Observation Period the Barrier Determination Amount is, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier (such event referred to as a "Knock In Event"), the One Touch Single Barrier Put Warrant will immediately expire and investors will receive the predetermined One Touch Amount.

If during the Observation Period the Barrier Determination Amount is not, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment.

Product No. 11: One Touch Dual Barrier Warrant
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With this One Touch Dual Barrier Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying during the term.

Conversely, they bear the risk of receiving, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment if no Knock In Event occurs.

If during the Observation Period the Barrier Determination Amount is, as specified in the Final Terms, either (i) below or (ii) equal to or below the Lower Barrier or is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Upper Barrier (such event referred to as a "Knock In Event"), the One Touch Dual Barrier Warrant will immediately expire and investors will receive the predetermined One Touch Amount.

If during the Observation Period the Barrier Determination Amount is not, as specified in the Final Terms, either (i) below or (ii) equal to or below the Lower Barrier or is not, as specified in the Final Terms, either (i) above or (ii) equal to or above the Upper Barrier, investors will receive, as specified in the Final Terms, either (i) only the Minimum Amount or (ii) no payment.

Product No. 12: Barrier One Touch Plus Call Warrants
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With this Barrier One Touch Plus Call Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Barrier One Touch Plus Call Warrant works results from the following features:

1. If during the Observation Period the Barrier Determination Amount is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier (such event referred to as a "**Barrier Event**"), the Barrier One Touch Plus Call Warrant will immediately expire and investors will receive the predetermined One Touch Amount.
2. If the Barrier Determination Amount is not during the Observation Period, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier and
  - a) if the Final Reference Level is above the Strike and, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level exceeds the Strike, subject to a maximum of the Maximum Amount, if so specified in the Final Terms;
  - b) if the Final Reference Level is equal to or below the Strike, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

Product No. 13: Barrier One Touch Plus Put Warrants
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With this Barrier One Touch Plus Put Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Barrier One Touch Plus Put Warrant works results from the following features:

1. If during the Observation Period the Barrier Determination Amount is, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier (such event referred to as a "**Barrier Event**"), the Barrier One Touch Plus Put Warrant will immediately expire and investors will receive the predetermined One Touch Amount.
2. If the Barrier Determination Amount is not during the Observation Period, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier and
  - a) if the Final Reference Level is, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier and below the Strike, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the

## 8. HOW THE SECURITIES WORK

amount by which the Final Reference Level falls below the Strike, subject to a maximum of the Maximum Amount, if so specified in the Final Terms;

- b) If the Final Reference Level is equal to or above the Strike, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

### No Touch Warrants

#### Product No. 14: No Touch Single Barrier Call Warrant

With this No Touch Single Barrier Call Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying during the term.

Conversely, they bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Barrier Event occurs.

If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the Cash Amount is equal to the predetermined No Touch Amount.

If at any time during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (such event referred to as a "**Barrier Event**"), the No Touch Single Barrier Call Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

#### Product No. 15: No Touch Single Barrier Put Warrant

With this No Touch Single Barrier Put Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying during the term.

Conversely, they bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Barrier Event occurs.

If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the Cash Amount is equal to the predetermined No Touch Amount.

If at any time during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (such event referred to as a "**Barrier Event**"), the No Touch Single Barrier Put Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

#### Product No. 16: Barrier Plus (StayHigh Plus) Warrants

With this Barrier Plus (StayHigh Plus) Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Barrier Plus (StayHigh Plus) Warrant works results from the following features:

1. If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the Cash Amount is equal to the predetermined No Touch Amount.
2. If the Barrier Determination Amount is at any time during the Observation Period, as specified in the Final Terms, either (i) below or (ii) equal to or below the Barrier (such event referred to as a "**Barrier Event**") and

## 8. HOW THE SECURITIES WORK

- a) if the Final Reference Level is below the Put Strike, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level falls below the Put Strike;
- b) if the Final Reference Level is equal to or above the Put Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment.

Product No. 17: Barrier Plus (StayLow Plus) Warrants
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With this Barrier Plus (StayLow Plus) Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Barrier Plus (StayLow Plus) Warrant works results from the following features:

1. If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the Cash Amount is equal to the predetermined No Touch Amount.
2. If the Barrier Determination Amount is at any time during the Observation Period, as specified in the Final Terms, either (i) above or (ii) equal to or above the Barrier (such event referred to as a "**Barrier Event**") and
  - a) if the Final Reference Level is above the Call Strike, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level exceeds the Call Strike;
  - b) if the Final Reference Level is equal to or below the Call Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment.

Product No. 18: Window No Touch Single Barrier Call Warrant
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With this Window No Touch Single Barrier Call Warrant investors receive a predetermined Cash Amount depending on the development of the Underlying during the Observation Period.

Conversely, they bear the risk of receiving either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment, if a Barrier Event occurs during the Observation Period.

If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the Cash Amount is equal to the predetermined No Touch Amount.

If at any time during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier (such event referred to as a "**Barrier Event**"), the Window No Touch Single Barrier Call Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

Product No. 19: Window No Touch Single Barrier Put Warrant
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With this Window No Touch Single Barrier Put Warrant investors receive a predetermined Cash Amount depending on the development of the Underlying during the Observation Period.

Conversely, they bear the risk of receiving either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment, if a Barrier Event occurs during the Observation Period.

If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the Cash Amount is equal to the predetermined No Touch Amount.



## 8. HOW THE SECURITIES WORK

If at any time during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier (such event referred to as a "**Barrier Event**"), the Window No Touch Single Barrier Put Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

### Product No. 20: Inline Warrant

With this Inline Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying during the term.

Conversely, they bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Barrier Event occurs.

If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier, the Cash Amount is equal to the predetermined No Touch Amount.

If at any time during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier (such event referred to as a "**Barrier Event**"), the Inline Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

### Product No. 21: Duo Inline Warrant

With this Duo Inline Warrant, investors receive a predetermined Cash Amount depending on the development of the two Underlyings during the term.

Conversely, they bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment if the Barrier Event in respect of at least one of the two Underlyings occurs.

If at no point during the Observation Period the respective Barrier Determination Amount of both Underlyings is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier for the respective Underlying or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier for the respective Underlying, the Cash Amount is equal to the predetermined No Touch Amount.

If at any time during the Observation Period the Barrier Determination Amount of at least one of the two Underlyings is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier for the respective Underlying or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier for the respective Underlying (such event a "**Barrier Event**"), the Duo Inline Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

### Product No. 22: Dual Barrier Range Plus (Corridor Plus) Warrant

With this Dual Barrier Range Plus (Corridor Plus) Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Dual Barrier Range Plus (Corridor Plus) Warrant works results from the following features:

1. If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or

## 8. HOW THE SECURITIES WORK

above the predetermined Upper Barrier, the Cash Amount is equal to the predetermined No Touch Amount.

2. If the Barrier Determination Amount is at any time during the Observation Period, as specified in the Final Terms, either (i) below or (ii) equal to or below the predetermined Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier (such event referred to as a "**Barrier Event**") and
  - a) if the Final Reference Level is below the Put Strike, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level falls below the Put Strike, however, to a maximum of the Maximum Amount, if so specified in the Final Terms.
  - b) if the Final Reference Level is above the Call Strike, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level exceeds the Call Strike, subject to a maximum of the Maximum Amount, if so specified in the Final Terms.
  - c) if the Final Reference Level is equal to or above the Put Strike and equal to or below the Call Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment.

Product No. 23: Window Inline Warrant
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With this Window Inline Warrant investors receive a predetermined Cash Amount depending on the development of the Underlying during the Observation Period.

Conversely, they bear the risk of receiving either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment, if a Barrier Event occurs during the Observation Period.

If at no point during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier, the Cash Amount is equal to the predetermined No Touch Amount.

If at any time during the Observation Period, the Barrier Determination Amount is either, as specified in the Final Terms, (i) below or (ii) equal to or below the predetermined Lower Barrier or, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Upper Barrier (such event referred to as a "**Barrier Event**"), the Window Inline Warrant will immediately expire and investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

### Digital Warrants

Product No. 24: Digital Call Warrant
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With this Digital Call Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying at the end of the term.

Conversely, they bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

If the Final Reference Level is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the Cash Amount is equal to the predetermined Digital Amount.

If the Final Reference Level is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

Product No. 25: Digital Put Warrant
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With this Digital Put Warrant, investors receive a predetermined Cash Amount depending on the development of the Underlying at the end of the term.

Conversely, they bear the risk of receiving as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

If the Final Reference Level is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the Cash Amount is equal to the predetermined Digital Amount.

If the Final Reference Level is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

Product No. 26: Barrier Plus (EndHigh) Call Warrants
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With this Barrier Plus (EndHigh) Call Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Barrier Plus (EndHigh) Call Warrant works results from the following features:

1. If the Final Reference Level is either, as specified in the Final Terms, (i) above or (ii) equal to or above the Barrier, the Cash Amount is equal to the predetermined EndHigh Amount.
2. If the Final Reference Level is above the predetermined Call Strike and, as specified in the Final Terms, either (i) below or (ii) equal to or below the predetermined Barrier, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level exceeds the Call Strike, subject to a maximum of the Maximum Amount, if so specified in the Final Terms.
3. If the Final Reference Level is equal to or below the Call Strike, investors will receive either, as specified in the Final Terms, (i) only the Minimum Amount or (ii) no payment.

Product No. 27: Barrier Plus (EndLow) Put Warrants
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With this Barrier Plus (EndLow) Put Warrant investors receive a Cash Amount, the amount of which depends on the performance of the Underlying. The way this Barrier Plus (EndLow) Put Warrant works results from the following features:

1. If the Final Reference Level is either, as specified in the Final Terms, (i) below or (ii) equal to or below the Barrier, the Cash Amount is equal to the predetermined EndLow Amount.
2. If the Final Reference Level is, as specified in the Final Terms, either (i) above or (ii) equal to or above the predetermined Barrier and below the predetermined Put Strike, investors will receive on the Settlement Date as the Cash Amount the product of the Multiplier and the amount by which the Final Reference Level falls below the Put Strike, subject to a maximum of the Maximum Amount, if so specified in the Final Terms.
3. If the Final Reference Level is equal to or above the Put Strike, investors will receive as specified in the Final Terms either (i) only the Minimum Amount or (ii) no payment.

**9. FORM OF FINAL TERMS<sup>13</sup>**

This chapter contains a template for the Final Terms that the Issuer will prepare and publish separately for every issue of Securities it effects within the Programme. With the aid of square brackets and instructions shown in italics and highlighted in colour, the template illustrates the possible options that may apply to each issue. The fully completed Final Terms specify the relevant information for the specific offering, which is only relevant for the Security offered in each case.

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<sup>13</sup> The Final Terms of the Securities shall only contain the information permissible in accordance with Article 8(4) and 13(1) of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

**[PROHIBITION OF SALES TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA]**

The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). Consequently no key information document required by Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MIFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (IMD), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor in accordance with the Prospectus Regulation.<sup>14</sup>

Final Terms [no. [●]] dated [●]

**DEUTSCHE BANK AG [LONDON BRANCH] [MILAN BRANCH] [SUCURSAL EM PORTUGAL] [SUCURSAL EN ESPAÑA] [ZURICH BRANCH]**

Issue of [up to] [*insert quantity*] [*insert amount*] [*insert type*] [Warrants] [*insert other marketing name of the product, if applicable*] [*insert if applicable*: (corresponds to product no. [*insert product number from the Securities Note*] in the Securities Note for Warrants)]

[per Series]

relating to [*insert Underlying*] (the "**Securities**")

under its [**X-markets**] Programme for the Issuance of Certificates, Warrants and Notes

**[Initial Issue Price:** [[*insert amount*] [*insert percentage*] [per Warrant] [*insert other marketing name of the product, if applicable*][Security]] [until the Issue Date] [(excluding)] ]

[(plus subscription surcharge of [*insert amount*][*insert percentage*] [of the Initial Issue Price]].]

**Issue Price:** [[*insert amount*] [*insert percentage*] per [Warrant][*insert other marketing name of the product, if applicable*] [Security]] [(plus subscription surcharge of [*insert amount*] [*insert percentage*] [of the [Initial] Issue Price] )]]

[the Issue Price [per Warrant][*insert other marketing name of the product, if applicable*] [Security]] [(plus subscription surcharge of [[*insert amount*] [*insert percentage*] [of the [Initial] Issue Price]])] will [first] be determined on the Issue Date and then be reset continuously.]

[On the Issue Date] [[initially] [[*insert amount*] [*insert percentage*] [per Warrant] [*insert other marketing name of the product, if applicable*] [Security]] [(plus subscription surcharge of [*insert amount*][*insert percentage*] [of the [Initial] Issue Price]]. [Following issuance of the Securities, the [Issue Price] [price of the Securities] will be reset continuously.]]

**[WKN/ISIN: [●]]**

<sup>14</sup> The legend is to be included if "applicable" is selected in the option "Prohibition of Sales to Retail Investors in the European Economic Area" in the Final Terms.

[The Prospectus (including any supplements), under which the Securities described in these Final Terms are being issued, will cease to be valid when the Securities Note dated 27 September 2022 ceases to be valid (12 months after approval), and is therefore valid until 28 September 2023. From that date, these Final Terms must be read together with the respective current version of the Securities Note and the respective current version of the Registration Document, as published on the website [www.xmarkets.db.com](http://www.xmarkets.db.com).]

**[For any further issuance of Securities issued under this Securities Note, insert:** The Warrants are part of a single Series of Securities within the meaning of §15 of the General Conditions of the Securities, i.e. they have the same WKN or ISIN and the same characteristics as previously issued securities (collectively the "**Securities**"). The aforementioned previously issued Securities were issued under the Final Terms [no. [●]] dated [●] (the "**First Final Terms**") to the Securities Note dated 27 September 2022. The Issuer shall publish legally binding Terms and Conditions for the further issuance, which are identical to the Terms and Conditions contained in the First Final Terms (the "**First Terms and Conditions**"), with the exception of the number of the Securities.

The Securities Note dated 27 September 2022 together with these Final Terms contain a description of the Securities. The Securities Note and the First Final Terms have been published, in accordance with Article 21 (2)(a) of the Prospectus Regulation, in electronic form on the website of the Issuer ([www.xmarkets.db.com](http://www.xmarkets.db.com)), and are available free of charge at the registered office of the Issuer, Deutsche Bank AG, [Taunusanlage 12, 60325 Frankfurt am Main][Mainzer Landstrasse 11-17, 60329 Frankfurt am Main].]

This document constitutes the Final Terms of the Securities described herein and comprises the following parts:

#### **Economic terms of the Securities**

#### **Terms and Conditions (Specific Terms of the Securities)**

#### **Further information about the offering of the Securities**

#### **Issue-specific summary**

These Final Terms have been prepared for the purposes of Article 8(5) of the Prospectus Regulation and must be read in conjunction with the Base Prospectus, [as amended by the [supplement] [supplements] dated [●] [and any further supplements],] comprising the Securities Note dated 27 September 2022 (the "Securities Note") and the Registration Document dated 4 May 2022, as supplemented (the "Registration Document"), in order to obtain all relevant information. Full information on the Issuer and the Securities is only available on the basis of the combination of these Final Terms, the Securities Note and the Registration Document.

**[In case of publication of the Final Terms on ([www.xmarkets.db.com](http://www.xmarkets.db.com)) insert:** The Securities Note dated 27 September 2022, the Registration Document dated 4 May 2022, any supplements to the Base Prospectus or the Registration Document, and the Final Terms are published, in accordance with Article 21(2)(a) of the Prospectus Regulation, in electronic form on the Issuer's website ([www.xmarkets.db.com](http://www.xmarkets.db.com)).]

**[In case of publication of the Final Terms on ([www.investment-products.db.com](http://www.investment-products.db.com)) insert:** The Securities Note dated 27 September 2022, the Registration Document dated 4 May 2022, and any supplements to the Base Prospectus or the Registration Document, are published, in accordance with Article 21(2)(a) of the Prospectus Regulation, in electronic form on the Issuer's website ([www.xmarkets.db.com](http://www.xmarkets.db.com)), and the Final Terms on the Issuer's website ([www.investment-products.db.com](http://www.investment-products.db.com)).]

**[In case of admission to trading of the Securities on the Luxembourg Stock Exchange, the Securities Note dated 27 September 2022, the Registration Document dated 4 May 2022, and any supplements to the Base Prospectus or the Registration Document, and the Final Terms are published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).]**

**[In the case of admission to trading of the Securities to the Borsa Italiana MOT regulated market, the Securities Note dated 27 September 2022, the Registration Document dated 4 May 2022, and any supplements to the Base Prospectus or the Registration Document, and the Final Terms are published on the website of Borsa Italiana ([www.borsaitaliana.it](http://www.borsaitaliana.it)).]**

**[In the case of admission to trading of the Securities to the Euronext Lisbon regulated market or a public offering of Securities in Portugal, the Securities Note dated 27 September 2022, the Registration Document dated 4 May 2022, and any supplements to the Base Prospectus or the Registration Document, and the Final Terms are published on the website of the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) ([www.cmvm.pt](http://www.cmvm.pt)).]**

**[In the case of admission to trading of the Securities on any of the Spanish Stock Exchanges or AIAF, the Securities Note dated 27 September 2022, the Registration Document dated 4 May 2022, and any supplements to the Base Prospectus or the Registration Document, and the Final Terms are published on the website of the Spanish Securities Market Commission (Comisión Nacional del Mercado de Valores) ([www.cnmv.es](http://www.cnmv.es)).]**

**In addition, the Securities Note dated 27 September 2022 and the Registration Document dated 4 May 2022 and any supplements to the Base Prospectus or the Registration Document shall be available free of charge at the registered office of the Issuer, Deutsche Bank AG[, Taunusanlage 12, 60325 Frankfurt am Main] [, Mainzer Landstrasse 11-17, 60329 Frankfurt am Main][,][and] [its London Branch, at Winchester House, 1 Great Winchester Street, London EC2N 2DB][,][and] [its Milan branch, Via Filippo Turati 27, 20121 Milan, Italy][,][and] [its Portuguese branch, Rua Castilho, 20, 1250-069 Lisbon, Portugal][,][and] [its Spanish branch, Paseo De La Castellana, 18, 28046 Madrid, Spain][,] [and] [its Zurich Branch, Uraniastrasse 9, P.O. Box 3604, CH-8021 Zurich, Switzerland (where these can also be ordered by telephone +41 44 227 3781 or fax +41 44 227 3084)].**

**[A summary of the individual issuance is annexed to the Final Terms.<sup>15</sup>]**

Terms not otherwise defined herein shall have the meaning given in the General Conditions of the Securities set out in the Terms and Conditions.

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<sup>15</sup> Omit in case of securities with a nominal amount of at least EUR 100,000.00.

**[Insert Table of Contents if applicable:**

**Table of Contents**

**[WKN:]**

[ ] .....[ ]

[ ] .....[ ]

**[amend for further WKN if applicable: [ ]]**

**Economic terms of the Securities .....[ ]**  
]

**Terms and Conditions .....[ ]**

**Further information about the offering of the Securities**  
.....[ ]

**Issue-specific summary .....[ ]**

[ ]



### Economic terms of the Securities

The following description of the Security explains the economic terms of the Security and its characteristics.

*[Insert description of the economic terms of the relevant Security from chapter 8 of the Securities Note, leaving out terms not relevant for the Security, and/or replacing them with their defined content, as appropriate; information or product types not already set out in the Securities Note may not be included.]*

*[Insert as appropriate:* The Underlying is determined in the Reference Currency; the amounts so determined will be converted into the Settlement Currency on the basis of the relevant Exchange Rate.]

*[Insert as appropriate:* The [\*] Warrant is currency protected [at maturity], i.e. although the Underlying is determined in the Reference Currency, [the amounts so determined will be converted 1:1 into the Settlement Currency] [the Cash Amount is determined [in the Settlement Currency] without reference to the movement of the Exchange Rate [between the Reference Currency and the Settlement Currency] [based on the performance of the Underlying only]] [the number of Underlyings or assets specified as the Physical Delivery Amount to be delivered so determined and any Adjustment Amounts will be converted without reference to the movement of the exchange rate between the Reference Currency and the Settlement Currency during the term] *[insert as appropriate corresponding wording for baskets]* (quanto).]

*[Insert as appropriate:* The determination of [the Initial Reference Level] [and] [the Final Reference Level] is based on the arithmetic average of the [prices] [levels] of the Underlying on [the Initial Valuation Dates] [and] [the Valuation Dates] [respectively].]

*[Insert as appropriate:* The Initial Reference Level will be determined based on the Minimum Reference Level which is the lowest official closing price or, as the case may be, closing level of the Underlying observed [on any Observation Date] [across each day] falling in the Best Entry Period.]

*[Insert as appropriate:* During the term investors will not receive any current income, such as interest.]

[Investors [also] have no claims [to the Underlying] [to the/deriving from the Underlying] [deriving from the Underlying] [to the Basket Constituents] [to the/deriving from the Basket Constituents] [deriving from the Basket Constituents] [(e.g. voting rights[, dividends]).]

### Terms and Conditions

The following "**Specific Terms of the Securities**" shall, for the relevant Series of Securities, complete and put in concrete terms the General Conditions of the Securities for the purposes of such Series of Securities. The Specific Terms of the Securities and the General Conditions of the Securities together constitute the "**Terms and Conditions**" of the relevant Securities.

*[For every specific issuance, insert the following Specific Terms of the Securities, as amended and completed, comprising:*

- *the relevant information from the section "**General definitions applicable to the Securities**" included in chapter 7 "Specific Terms of the Securities", and*
- *the relevant product-specific information from the section "**Specific definitions applicable to the Securities**" for each product type included in chapter 7 "Specific Terms of the Securities",*

*and assign them to the subheadings accordingly]*

[The Secured Conditions in Annex 5 to the General Conditions of the Securities set out in the Securities Note shall apply to the Securities. In the event of any inconsistency between the Secured Conditions and the General Conditions of the Securities, the Secured Conditions shall prevail for the purposes of the Securities. In the event of any inconsistency between these Secured Conditions and these Specific Terms of the Securities, the Secured Conditions shall prevail for the purposes of the Securities unless expressly provided to the contrary in these Specific Terms of the Securities.]

## Further information about the offering of the Securities

### Listing and trading

Listing and trading

[Application [has been] [will be] made to list the Securities on the Official List of the Luxembourg Stock Exchange and to list them on the [Regulated market] [Euro MTF] of the Luxembourg Stock Exchange, which is [not] a regulated market for the purposes of Directive 2014/65/EU (as amended) [or] [, another third country market][, SME growth market][or][MTF].]

[Application [has been] [is to be] made to [admit to trading] [include in trading] [and] [list] [quote] the Securities on the [regulated] [ ] [market] [in *Freiverkehr*] of the [[Frankfurt] [Stuttgart] [ ] Stock Exchange][, which is [not] a regulated market for the purposes of Directive 2014/65/EU (as amended) [or] [, another third country market][, SME growth market] [or] [MTF],] *[insert all relevant regulated markets, third country markets, SME growth markets and MTFs]*.

[Application [has been] [is to be] made to [admit to trading] [include in trading] [and] [list] [quote] [each Series of the] [the] [Securities] on *[insert all relevant regulated markets, third country markets, SME growth markets and MTFs]*, which [is] [are] [not] a regulated market for the purposes of Directive 2014/65/EU (as amended) [or][, another third country market][, SME growth market] [or] [MTF],] ]. [The Securities have been [listed] [admitted to trading] [included in trading] on the [regulated] [ ] market of the [ ] Stock Exchange *[insert all relevant regulated markets, third country markets. SME growth markets and MTFs]*, which [is] [are] [not] [a] regulated market[s] for the purposes of Directive 2014/65/EU (as amended) [or] [, another third country market][, SME growth market] [or] [MTF].]

[No application has been made to admit the Securities to the regulated market of any exchange.]

Minimum trade size

[ ] [Not applicable]

Estimate of total expenses related to admission to trading

[ ] [Not applicable]

### Offering of Securities

Investor minimum subscription amount

[ ] [Not applicable]

9. FORM OF FINAL TERMS

Investor maximum subscription amount	[ ][Not applicable]
[The subscription period]	<p>[Applications to subscribe for the Securities may be made [via the distribution agent[s]] from [ ][(inclusively)] until [ ] [(inclusively)] [ ].]</p> <p>[The Issuer reserves the right for any reason to reduce the number of [each Series of] Securities offered.]</p> <p>[ ]</p>
[The offering period]	<p>[The Securities will be offered continuously starting on [insert date] [(insert time) [insert place] local time)]. The offer ends [upon termination of the primary market for the Securities][ ].]</p> <p>[The offer of [each Series of] the Securities starts on [ ] [and ends [ ]].]</p> <p>[Continuous offer]</p> <p>[The Issuer reserves the right for any reason to reduce the number of [each Series of] Securities offered.]</p>
[Offer price]	[The offer price will be determined according to the respective market conditions.]
Cancellation of the issuance of the Securities	<p>[Not applicable]</p> <p>[The Issuer reserves the right for any reason to cancel the issuance of the Securities.]</p> <p>[In particular, the issuance of the Securities is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Securities amounting to an aggregate subscription value of at least [ ] on or prior to [ ]. In the event that this condition is not satisfied, the Issuer may cancel the issuance of the Securities as of [ ].]</p> <p>[ ]</p>
[Early closing of the subscription period of the Securities]	<p>[[Not applicable]</p> <p>[The Issuer reserves the right for any reason to close the subscription period early.] [If the aggregate subscription of the Securities at any time on any Business Day prior to [ ] reaches [ ], the Issuer will close the subscription of the Securities at such time on such Business Day, without any prior notification.]]</p>
[Early closing of the offering period of the Securities]	<p>[[Not applicable]</p> <p>[The Issuer reserves the right for any reason to close the Offering Period early.]]</p>

9. FORM OF FINAL TERMS

Conditions to which the offer is subject:	<input type="checkbox"/> [Not applicable]
Description of the application process: <sup>16</sup>	<input type="checkbox"/> [Not applicable]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: <sup>17</sup>	<input type="checkbox"/> [Not applicable]
Details of the method and time limits for paying up and delivering the Securities:	[Not applicable] [Investors will be notified by the Issuer [or the relevant Financial Intermediary] of their allocations of Securities and the settlement arrangements in respect thereof. [Each Series of the] [The] Securities will be issued on the Issue Date and the Securities will be delivered on the Value Date against payment to the Issuer of the net subscription price.] [ ]
Manner in and date on which results of the offer are to be made public: <sup>18</sup>	<input type="checkbox"/> [Not applicable]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	<input type="checkbox"/> [Not applicable]
Categories of potential investors to which the Securities are offered and whether tranche(s) have been reserved for certain countries: <sup>19</sup>	[Qualified investors within the meaning of the Prospectus Regulation] [Non-qualified investors][Qualified investors within the meaning of the Prospectus Regulation and non-qualified investors]  [ ] [The offer may be made in [Luxembourg][,] [and] [Germany][,] [and] [Switzerland] [and [insert applicable country in which the Base Prospectus will be passported]] to any person which complies with all other requirements for investment as set out in the Securities Note or otherwise determined by the Issuer and/or the relevant Financial Intermediaries]. In other EEA countries and in Switzerland, offers will only be made pursuant to an exemption from the prospectus requirement.]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	<input type="checkbox"/> [Not applicable]

<sup>16</sup> Not applicable unless full application process is applied in relation to the issue.

<sup>17</sup> Not applicable unless full application process is applied in relation to the issue.

<sup>18</sup> Not applicable unless the issue an "up to" issue when disclosure must be included.

<sup>19</sup> If the offer is being made simultaneously in the markets of two or more countries, and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

9. FORM OF FINAL TERMS

Name(s) and address(es), to the extent known to the Issuer, of the placement agents in the various countries where the offer takes place. [ ][Not applicable as at the date of these Final Terms]

Consent to use of Prospectus: [The Issuer consents to the use of the Prospectus by all Financial Intermediaries (general consent).]  
[General consent to the later resale and final placement of the Securities by the Financial Intermediar[y][ies] is given in relation to [ ][,] [and] [Germany][,] [and] [Luxembourg].]  
[The Issuer consents to the use of the Prospectus by the following Financial Intermediaries (individual consent): **[insert name[s] and address[es]].**]  
[Individual consent to the later resale and final placement of the Securities by the Financial Intermediar[y][ies] is given in relation to [ ][,] [and] [Germany][,] [and] [Luxembourg] and for **[insert name[s] and address[es]]** [and **[give details]].**]  
[Such consent is also subject to [ ].]  
The subsequent resale or final placement of Securities by Financial Intermediaries can be made [as long as this Prospectus is valid in accordance with Article 12 of the Prospectus Regulation] [•].]

**[Prohibition of Sales to Retail Investors in the European Economic Area** [applicable] [not applicable]]

**Fees**

[Margin included in the Issue Price of the Securities (for pricing, the margin will be deducted throughout the term and is equal to the sum of the fees paid by the Issuer to the distributors, the issuer margin and the Subscription Surcharge; further information included under section 4.2): [ ]]

Fees paid by the Issuer to the distributor [ ][Not applicable]

[Trailer Fee<sup>20</sup> [up to [ ] [ ] percent of the [relevant [price]

<sup>20</sup> 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. Further information on prices and price components is

## 9. FORM OF FINAL TERMS

	[purchase price]] [[Initial][initial] Issue Price (without subscription surcharge))] [not applicable]]
[Placement Fee	[[up to] [ ] [[ ]percent of the [[Initial][initial] Issue Price] [the current selling price] (without subscription surcharge))] [relevant [price] [purchase price]]] [During the subscription period [[up to] [ ] [[ ]percent of the [[Initial][initial] Issue Price] [current selling price] (without subscription surcharge) and after the end of the subscription period [up to] [ ] [[ ]percent of the current selling price (without subscription surcharge))] [not applicable]]
[Fees charged by the Issuer to the Securityholders post issuance	[ ][Not applicable]

### Costs

Amount of any costs and taxes specifically charged to the subscriber or purchaser:	[ ][Not applicable]
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Determination of the price by the Issuer	Both the Initial Issue Price of the [•] Warrant and the bid and ask prices quoted by the Issuer during its term are based on the Issuer's internal pricing models. Accordingly, unlike in an on exchange trading, for example for shares, the prices quoted during the term are not based on supply and demand. The prices in particular contain a margin which the Issuer determines at its free discretion and which may cover, in addition to the Issuer's proceeds, the costs of structuring, market making and settlement of the [•] Warrant, any applicable sales costs (distribution fee) and other costs.
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### Purchase costs

[The transaction between an investor and its bank (principal bank) is agreed at a fixed or determinable price (fixed price transaction). This price includes all purchase costs and generally a fee for the bank (principal bank). In addition to the [Initial] Issue Price, the bank (principal bank) will receive a subscription surcharge of up to [insert percentage] percent of the [Initial] Issue Price from the investor as part of the purchase price.]

[Where a fixed or determinable price has been agreed for a transaction between an investor and its bank (principal bank) (fixed price transaction), this price includes all purchase costs and generally a fee for the bank (principal bank). Otherwise, the transaction will be concluded on behalf of the bank (principal bank) with a third party for the account of the investor (commission transaction). [The fee for

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included in section 4.2 "Interests of natural and legal persons involved in the issue/offering of the Securities", under "Re-offer Price and inducements".

## 9. FORM OF FINAL TERMS

this transaction comprises (a) a transaction fee of between EUR [2.00] *[insert amount]* and EUR [29.00]*[insert amount]* and (b) an additional fee in the amount of up to [1]*[insert percentage]* percent of the purchase price. Depending on the securities account model used, the additional fee (b) may be set at a minimum of between EUR [15.00] *[insert amount]* and EUR [99.00] *[insert amount]* for each transaction; this only covers the additional fee, not the transaction fee under (a).] [Depending on the securities account model used by the investor's bank (principal bank) the fees for the commission transaction may be agreed for example as a percentage of the purchase price, if applicable with a minimum fee and/or maximum fee per transaction or as a fixed fee which applies independent from any transaction for a predetermined period (monthly, quarterly etc.).] The fees for commission transactions as well as third-party costs and expenses will be stated separately in the securities statement.]

[In addition to the [Initial] Issue Price, the bank (principal bank) will receive a subscription surcharge of [up to] *[insert amount]* percent of the [Initial] Issue Price from the investor as part of the purchase price.]

### **Running costs**

[The Issuer charges a management fee. This is levied [from the investor] by a reduction of the Multiplier by *[insert percentage]* percent [of the previous Multiplier [annually] [monthly] [ ]] by the Issuer.]

Investors will incur costs in the amount agreed with the safekeeping bank (principal bank) for the custody of the [•] Warrant in the investor's securities account (custody charges). Further post-purchase costs (e.g. costs of sale) may be incurred.

### **[Distribution fee**

[In addition to the [Initial] Issue Price, the bank (principal bank) will receive a subscription surcharge of [up to] *[insert percentage]* percent of the [Initial] Issue Price from the investor as part of the purchase price.]

[Placement fee: [up to] *[insert percentage]* percent of the [[Initial] Issue Price] [purchase price] [ ]. The Issuer will either pay the placement fee from the issue proceeds as a one-off turnover-related distribution fee to the bank that sold the [•] Warrant to the customer (principal bank), or grant the latter a corresponding discount from the [Initial Issue Price] [purchase price].]



[The bank (principal bank) will receive from the Issuer] as [a][an] [running / annual] distribution fee:] [up to] [*insert percentage*][percent] [EUR] [*insert amount*] [ ] of the [current price] [purchase price] [[calculated on the basis of the price of the [•] Warrant at the end of [*insert month*] every year] [ ]]. [If the principal bank is the Issuer, the distribution fee will be credited internally to the unit managing the (custody) account.]

## Security ratings

### Rating

[ ] [This credit rating has] [These credit ratings have] been issued by [*insert full name of the legal entity which has given the rating*]. [*insert full name of legal entity which has given the rating*] [is not established in the European Union but a European Union affiliate has applied for registration under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, indicating the intention to issue ratings, although notification of the corresponding registration decision (including the decision to endorse ratings which were issued by [ ]) has not yet been provided by the relevant competent authority.] [is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, although notification of the registration decision has not yet been provided by the relevant competent authority.] [[is][is not] established in the European Union and [is][is not] registered [(pursuant to the list of registered and certified credit rating agencies published on the website of the European Securities and Markets Authority (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.] [*insert an explanation of the meaning of the ratings if this has previously been published by the rating provider*]]

[The Securities have not been rated.]

**Interests of natural and legal persons involved in the issue**

Interests of natural and legal persons involved in the issue

[[Save for the Distributor[s] regarding the fees as set out under "Fees" above], so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer.] [ ]

**[[Reasons for the Offer,] Estimated total expenses and net proceeds]**

[Reasons for the offer

*[Insert details]*]

[Estimated total expenses

[ ]

*[Costs are to be broken down by main purpose and presented in order of priority of these purposes.]*

[Estimated net proceeds

[ ]

*[Proceeds are to be broken down by main purpose and presented in order of priority of these purposes. If the expected proceeds are insufficient to fund all proposed uses, state amount and sources of other funding.]*

**[Information on return**

Information on return

[ ]

[The return is calculated based on the [Issue Price] on the [Issue Date][issue date] and based on the Nominal Amount, taking into account the Coupon and the Day Count Fraction.]

[ISMA method: The return is calculated using the ISMA method. This is a method to calculate return that includes the daily effective interest rate. The interest accrued on a daily basis is added to the invested capital and the total bears interest the following day.]

The return is not an indication of future returns.]]

**[Publication of notices**

Publication of notices

Notices will, in deviation from §16(1) of the General Conditions of the Securities, be published on the website [www.investment-products.db.com](http://www.investment-products.db.com).

[ ]

**[US Federal Income Tax considerations**

US Federal Income Tax considerations

[The Securities are [not] 871(m) Securities for purposes of Section 871(m) of the US Internal Revenue Code of 1986.] [Based on market conditions on the date of these Final Terms, the Issuer has made a preliminary determination that the Securities are [not] 871(m) Securities for purposes of Section 871(m) of the US Internal Revenue Code of 1986. This is a preliminary determination only that is subject to change based on market conditions on the Issue Date. [If the Issuer's final determination is different then it will give notice of such determination.]]

**Information relating to the Underlying**

[Information on [the] [each] Underlying, on the past and future performance of the Underlying and its volatility [can be obtained] [free of charge][for a fee] [on the public website on www.[maxblue.de] [ ]] [and on the [Bloomberg] [or] [Reuters][[ ]] page as provided for each security or item composing the Underlying.] *[If no public information exists, insert:* is available at the offices of *[insert address/telephone number].]*

*[If the Underlying is a benchmark and the benchmark administrator does not appear in the register, insert:*

As at the date of these Final Terms, *[insert administrator's legal name]* does not appear in the Register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 ("**Benchmark Regulation**").]

*[If the Underlying is specified to be a Basket with at least one of the Basket Constituents qualified as a benchmark and at least one benchmark administrator does not appear in the register, insert:*

Name of Basket Constituent	Qualified as benchmark	Benchmark Administrator
<i>[insert name]</i>	[applicable] [not applicable]	<i>[insert administrator legal name]</i> [not registered]

If in the column "**Benchmark Administrator**" such administrator is specified as "not registered", then, as at the date of these Final Terms, such administrator does not appear in the Register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation.]

*[If the Underlying is an index or basket of indices which is/are **not** composed by Deutsche Bank or a legal entity belonging to Deutsche Bank Group, insert:*

Information on the Underlying, on the past and future performance of the Underlying and its volatility can be obtained [free of charge][for a fee] [on the public website on www.[maxblue.de] [ ]] [on the Bloomberg] [or] [Reuters][[ ]] page as provided for [each security or item] [the, or each, [fund or] index, as the case may be], composing the Underlying under "Underlying" in the Specific Terms of the Securities above].

The sponsor of the, or each, index composing the Underlying also maintains an Internet Site at the following address where further information may be available [free of charge][for a fee] in respect of the Underlying (including a description of the essential characteristics of the index, comprising, as applicable, the type of index, the method and formulas of calculation, a description of the individual selection process of the index components and the adjustment rules).

[Name of Index Sponsor]      [Website]

*[if the Underlying is specified to be a Basket insert:*

Name of [fund][or][index]	[Index] [Sponsor][or][issuer]	Internet Site	Name of Basket Constituent
<i>[insert name]</i>	<i>[insert name]</i>	<i>[insert website]</i>	<i>[insert name]</i>

]

[Insert relevant disclaimer for each index]

[If the Underlying is an index or basket of indices which is/are composed by Deutsche Bank or a legal entity belonging to Deutsche Bank Group, and if the administrator of the index or one of the indices is **not** registered in the Register, insert for each issue the relevant index description[s] as included in this Securities Note by supplement: [ ] ]

]

**Further information published by the Issuer**

[The Issuer does not intend to provide any further information on the Underlying.] [The Issuer will provide further information relating to the [Underlying][Reference [Entity][Entities]] on [insert source] [and update the information on an ongoing basis following issuance of the Securities]. Such information will include [describe information].]

**[Country specific information:****[Insert applicable country]**Agent in **[insert applicable country]**

**[If Germany is applicable country insert:** The Agent in Germany is Deutsche Bank AG. The Agent acts through [its principal office in Frankfurt am Main] [being as at the Issue Date at the following address:] [Taunusanlage 12, 60325 Frankfurt am Main, Germany] [and] [its branch office in London], [being as at the Issue Date at the following address:] [Winchester House 1, Great Winchester Street, London EC2N 2DB, United Kingdom.]

**[If Austria is applicable country insert:** The Agent in Austria is Deutsche Bank AG acting through its branch in Vienna, being as at the Issue Date at the following address: Fleischmarkt 1, 1010 Vienna, Austria.]

**[If Luxembourg is applicable country insert:** The Agent in Luxembourg is Deutsche Bank Luxembourg S.A., acting through its Luxembourg branch, being as at the Issue Date at the following address: 2 Boulevard Konrad Adenauer, L-1115 Luxembourg, Luxembourg.]

**[If Italy is applicable country insert:** The Agent in Italy is Deutsche Bank S.p.A. acting through its principal office in Milan being as at the Issue Date at the following address: Piazza del Calendario, 3 – 20126 Milan, Italy.]

**[If Belgium is applicable country insert:** The Agent in Belgium is Deutsche Bank AG, acting through its branch in Brussels, being as at the Issue Date at the following address: Avenue Marnixlaan 17, 1000 Brussels, Belgium.]

**[If Securities are specified in the Specific Terms of the Securities to be Uncertificated SIS Securities insert:** The Agent is Deutsche Bank AG, acting through its Zurich branch, being as at the Issue Date at the following address: Uraniastrasse 9, P.O. Box 3604, 8021 Zurich, Switzerland.]

**[Insert information for other countries: [ ]]**

]

**Annex to the Final Terms**

**Issue-specific summary**

*[Please insert the issue-specific summary of the Security.]*

## 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

### 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

This chapter contains information on certain tax aspects in respect of the Securities that can be issued under this Securities Note. It also addresses restrictions regarding buying/selling these Securities and regarding use of this Securities Note in certain countries that investors should carefully consider before investing in the Securities.

An overview of the different sections that this chapter covers is presented below.

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#### 10.1. General taxation information

Purchasers and/or sellers of Securities may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of transfer of the Securities in addition to the issue price or purchase price of the Securities. The Issuer assumes no responsibility for withholding taxes at source.

Transactions involving the Securities (including purchases, transfers, exercise or non-exercise or redemption), the accrual or receipt of any interest payable on the Securities and acquisition of the Securities by reason of death may have tax consequences for holders and potential purchasers which may depend, amongst other things, upon the tax status of the holder or potential purchaser and may relate to – amongst other taxes and duties – stamp duty, stamp duty reserve tax, income tax, corporation tax, trade tax, capital gains tax, withholding tax, solidarity surcharge, inheritance tax and gift tax.

§10 (Taxation) in the General Conditions of the Securities should be considered carefully by all potential purchasers of any Securities. Potential purchasers of Securities should also heed the statement on US withholding tax in section 2.3.5 of this Securities Note.

***The tax law of the country of residence of the Securityholder and the tax law of the Member State of incorporation or residence of the Issuer may affect the income from the Securities. Potential purchasers of Securities are therefore advised to consult their own tax advisors as to the tax consequences of transactions involving the Securities.***



## 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

### 10.2. General selling and transfer restrictions

This section below gives an overview of certain restrictions that may apply to the Securities and this Securities Note in the USA, the European Economic Area, the United Kingdom, Switzerland, Austria, Italy, Belgium and the Czech Republic.

#### 10.2.1 Introduction

The distribution of the Securities Note and the offering of the Securities in certain jurisdictions may be restricted by law. This may particularly affect the offer, sale, holding or delivery of Securities, as well as the distribution, publication and possession of the Securities Note. Persons with access to the Securities or the Securities Note are required by the Issuer to inform themselves about and to observe any such restrictions.

Neither the Securities Note, nor any supplements to the Base Prospectus, nor the respective Final Terms, nor any other information supplied in connection with the Securities constitutes an offer or invitation by or on behalf of the Issuer or any other person to subscribe for or purchase any Securities, and should not be understood as a recommendation by the Issuer to potential investors to purchase Securities issued under this Securities Note.

The Securities may only be offered or sold in compliance with all applicable securities laws and regulations in force in any jurisdiction in which any purchase, offer, sale or delivery of Securities is made or in which this Securities Note is distributed and where any consent, approval or permission required for the purchase, offer, sale or delivery of Securities under the laws and regulations in force in such jurisdiction is obtained.

With regard to each issue of Securities, certain other additional restrictions may be set out in the Final Terms.

#### 10.2.2 United States of America

This Securities Note is not intended for use in the United States of America and may not be delivered to the United States of America.

The Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended from time to time (the "**Securities Act**"), or any state securities laws and trading in the Securities has not been approved by the United States Commodity Futures Trading Commission (the "**CFTC**") under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"). Any offer or sale of the Securities must be made in a transaction exempt from the registration requirements of the Securities Act pursuant to Regulation S thereunder ("**Regulation S**"). No Securities, or interests therein, may at any time be offered, sold, resold, pledged, exercised, redeemed or delivered, directly or indirectly, in the United States or to, or for the account or benefit of (or on behalf of), any US Person or to others for offer, sale, resale, pledge, exercise, redemption or delivery, directly or indirectly, in the United States or to, or for the account or benefit of (or on behalf of), any US Person. No Securities may be exercised or redeemed by or on behalf of a US Person or a person within the United States. "**United States**" means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction, 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

## 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

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-United States Persons; or (vii) any other "**US Person**" as defined in Regulation S, 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, 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.

Prior to the exercise of a Security and/or a physical delivery of an Underlying in respect of a Security, the holder thereof will be required to represent that, among other things, the holder is not a US Person, the Security was not exercised on behalf of a US Person and no cash, 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 the account of benefit of, a US Person in connection with any exercise or redemption thereof.

Any person purchasing Securities is deemed to agree with the Issuer and, if different, the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, any Securities so purchased in the United States or to, or for the account or benefit of, any US Person, (ii) it is not purchasing any Warrants or Certificates of such Series for the account or benefit of any US Person and (iii) it will not make offers, sales, re-sales or deliveries of any Security (otherwise acquired), directly or indirectly, in the United States or to, or for the account or benefit of, any US Person.

### 10.2.3 European Economic Area

The Securities may be offered to the public under the following conditions in a Member State of the European Economic Area (the "**EEA**"):

- (a) after the date of publication of the Securities Note, which has been approved by the competent authority in that Member State or another Member State and notified to the competent authority in that Member State, provided that
  - (i) the Securities Note has been completed by the Final Terms providing for the offer that is subject to the prospectus obligation, in accordance with the Prospectus Regulation,
  - (ii) the offer that is subject to the prospectus obligation is only made in the period as specified to begin and end in the Securities Note or Final Terms, and
  - (iii) the Issuer has agreed in writing to the use of the Securities Note for the purpose of the offer that is subject to the prospectus obligation;
- (b) at any time to persons which are qualified investors within the meaning of the Prospectus Regulation (as defined below);
- (c) at any time in any Member State to fewer than 150 natural or legal persons per Member State (that are not qualified investors within the meaning of the Prospectus Regulation);  
or
- (d) at any time under other circumstances specified in Article 1(4) of the Prospectus Regulation (as defined below).

None of the offers under (b) to (d) may require the Issuer to publish a prospectus in accordance with Article 6 of the Prospectus Regulation or a supplement to a prospectus in accordance with Article 23 of the Prospectus Regulation.

For the purposes of this selling restriction, the expression "*an offer of the Securities to the public*" with respect to Securities in a Member State means any communication to the public in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for

## 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

these Securities. The term "**Prospectus Regulation**" refers to Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (as amended).

In addition, the Securities have not been offered, sold or otherwise made available and will not be offered, sold or otherwise made available in relation to any retail investor in a Relevant Member State, except where a key information document ("**KID**") required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") has been prepared for offering or selling the Securities or otherwise making them available to any retail investor in that Relevant Member State. This only applies if the Issuer is also required to publish a KID for the Securities in the Relevant Member State in accordance with the PRIIPs Regulation.

For the purposes of this provision the expression "**retail investor**" means a person who is (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"), or (ii) not a qualified investor as defined in the Prospectus Regulation.

### 10.2.4 United Kingdom

An invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) may only be communicated or caused to be communicated in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer.

All applicable provisions of the FSMA must be complied with in respect to anything done in relation to any Securities in, from or otherwise involving the United Kingdom.

### 10.2.5 Switzerland

The distribution of the Securities in Switzerland will comply with any laws, regulations or guidelines in Switzerland from time to time, including, but not limited to, any regulations made by the Swiss Financial Market Supervisory Authority FINMA and/or the Swiss National Bank (if any) in relation to the distribution, offer, sale, delivery or transfer of the Securities or the distribution of any offering or marketing material in Switzerland in respect of such Securities.

### 10.2.6 Austria

In addition to the cases described in the European Economic Area selling restrictions in respect of an offer of the Securities to the public under the Prospectus Regulation (including Austria) above, the Securities may be offered to the public in Austria only:

if the following conditions have been satisfied:

- (i) the Securities Note, including any supplements to the Base Prospectus but excluding the respective Final Terms in relation to the Securities, which has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, the "**FMA**") or, where appropriate, approved by the competent authority of another Member State within the European Economic Area for the purposes of making offers of Securities to the public and notified to the FMA, all in accordance with the Prospectus Regulation, has been published at least one Austrian bank working day prior to the commencement of the relevant offer of the Securities to the public; and
- (ii) the relevant Final Terms for the Securities have been validly published and filed via the electronic ESMA IT system with the FMA prior to the date of commencement of the relevant offer of the Securities to the public in Austria; and
- (iii) a notification with the Austrian Control Bank (Österreichische Kontrollbank Aktiengesellschaft) to the issue calendar (Emissionskalender), all as prescribed by the Austrian Capital Market Act, as amended (Kapitalmarktgesetz, the "**KMG**"), has been filed

## 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

as soon as possible prior to the commencement of the relevant offer of the Securities to the public; or

otherwise in compliance with the KMG.

For the purposes of this Austrian selling restriction, the expression "**an offer of the Securities to the public**" means any communication to the public in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

### 10.2.7 Italy

Any offer, sale or delivery of the Securities or distribution of copies of this Securities Note or any other document relating to the Securities in the Republic of Italy must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the Banking Act); and
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority

Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

### 10.2.8 Belgium

In the case of fund linked Securities, if the relevant underlying funds are not registered in Belgium with the Belgian FSMA in accordance with the Belgian law of 3 August 2012 on the collective investment undertakings satisfying the conditions set out in Directive 2009/65/EC and on undertakings for investment in receivables, as amended or replaced from time to time or the Belgian law of 19 April 2014 on alternative collective investment undertakings and their managers, as amended or replaced from time to time, as applicable, such fund linked Securities cannot be offered publicly in Belgium unless such Securities are cash settled.

The Securities shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with Article 4 of the Belgian Law of 14 December 2005.

### 10.2.9 Czech Republic

No action has been taken or will be taken which would result in the Securities being deemed to have been issued in the Czech Republic or pursuant to Czech law, the issue of the Securities being classed as "accepting of deposits from the public" by the relevant Issuer in the Czech Republic under Section 2(2) of the Act of the Czech Republic No. 21/1992 Coll., on Banks, as amended (the "**Banks Act**"), or requiring a permit, registration, filing or notification to the Czech National Bank or other authorities in the Czech Republic in respect of the Securities in accordance with the Capital Market Act, the Banks Act or practice of the Czech National Bank.

All of the laws of the Czech Republic applicable to the conduct of business in the Czech Republic, including the laws applicable to the provision of investment services (within the meaning of the Capital Market Act) in the Czech Republic, in respect of the Securities have been complied with.

No action has been taken or will be taken which would result in the issue of the Securities being considered an intention to manage assets by acquiring funds from the public in the

## 10. GENERAL INFORMATION ON TAXATION AND SELLING RESTRICTIONS

Czech Republic for the purposes of collective investment pursuant to defined investment policy in favour of the investors under the Act of the Czech Republic No. 240/2013 Coll., on Management Companies and Investment Funds, as amended (the "**MCIFA**"), which implements the Directive 2011/61/EU. Any issue, offer or sale of the Securities has been or will be carried out in strict compliance with the MCIFA.

**NAMES AND ADDRESSES**

The full company names and addresses of the head office and foreign branch offices of the Issuer are listed below. Investors can contact these should they have further questions on the Programme, this Securities Note or the Securities, or, for instance, they require a paper copy of this Securities Note.

**Issuer**

**Deutsche Bank Aktiengesellschaft**

Taunusanlage 12  
60325 Frankfurt am Main  
Germany

**also acting through the following branch offices:**

**Deutsche Bank AG, London Branch**

Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

**Deutsche Bank AG, Milan Branch**

Via Filippo Turati 27  
20121 Milan  
Italy

**Deutsche Bank AG, Sucursal em Portugal**

Rua Castilho, 20  
1250-069 Lisbon  
Portugal

**Deutsche Bank AG, Sucursal en España**

Paseo De La Castellana, 18  
28046 Madrid  
Spain

**Deutsche Bank AG, Zurich Branch**

Uraniastrasse 9, P.O. Box 3604  
8021 Zurich  
Switzerland

Frankfurt am Main, 27 September 2022

Deutsche Bank Aktiengesellschaft