

## Debt Issuance Programme Prospectus

This document constitutes two base prospectuses of DVB Bank SE for the purposes of Article 5(4) of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, including by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010) (the "**Prospectus Directive**") in respect of (i) non-equity securities within the meaning of Art. 22(6) no. 4 of the Commission Regulation (EC) No 809/2004 of 29 April 2004, as amended from time to time (the "**Regulation**"); and (ii) Pfandbriefe within the meaning of Art. 22(6) no. 3 of the Regulation (together, the "**Debt Issuance Programme Prospectus**" or the "**Prospectus**").



### DVB Bank SE

(Frankfurt am Main, Federal Republic of Germany)  
as Issuer

€20,000,000,000

### Debt Issuance Programme

(the "**Programme**")

Under this Programme, "**DVB Bank SE**" (the "**Company**" or the "**Issuer**" and, together with its consolidated subsidiaries within the meaning of the German Stock Corporation Act (*Aktiengesetz*) the "**DVB**", "**DVB Group**" or the "**Group**") may from time to time issue notes (the "**Notes**"), Ship Pfandbriefe (the "**Schiffspfandbriefe**") and Aircraft Pfandbriefe (the "**Flugzeugpfandbriefe**") (together, the "**Pfandbriefe**" and together with the Notes, the "**Instruments**") in an aggregate principal amount of up to Euro 20,000,000,000. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Instruments.

This Debt Issuance Programme Prospectus has been approved by *the Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Luxembourg law relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) dated 10 July 2005, as amended from time to time (the "**Luxembourg Prospectus Law**") implementing into national law the Prospectus Directive, and the Issuer has requested the CSSF to provide the competent authority in the Federal Republic of Germany with a certificate of approval attesting that the Debt Issuance Programme Prospectus has been drawn up in accordance with the Luxembourg Prospectus Law ("**Notification**"). The Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area with a Notification.

Application has been made for the Instruments to be issued under the Programme described in this Debt Issuance Programme Prospectus to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market *Bourse de Luxembourg* which is the regulated market for the purposes of Directive 2014/65/EC 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 (the "**MiFID II**"). Instruments issued under the Programme may also be listed on an alternative stock exchange or may not be listed at all.

#### Arrangers

Deutsche Bank

DZ BANK AG

#### Dealers

Deutsche Bank

DVB

DZ BANK AG

Landesbank Baden-Württemberg

UniCredit Bank

The date of this Prospectus is 5 May 2017.

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## SUMMARY

*Summaries are made up of disclosure requirements known as 'Elements'. These Elements are numbered in Sections A – E (A.1 – E.7).*

*This Summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.*

*Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.*

### Section A – Introduction and warnings

| Element |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.1     | Introduction | <p><b>Warning that:</b></p> <ul style="list-style-type: none"> <li>• this Summary should be read as an introduction to the Prospectus;</li> <li>• any decision to invest in the [Notes][Pfandbriefe] should be based on consideration of the Prospectus as a whole by the investor;</li> <li>• where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated; and</li> <li>• civil liability attaches only to the persons which have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the [Notes][Pfandbriefe].</li> </ul>                                                                                                                                                                                                                                                                                                                                                                       |
| A.2     | Consent      | <p>[Each of [Deutsche Bank Aktiengesellschaft,] [DVB Bank SE,] [DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main,] [Landesbank Baden-Württemberg] [and] [UniCredit Bank AG] [•] (each a "<b>Dealer</b>" and, together, the "<b>Dealers</b>") and/or each credit institution appointed as a dealer for a specific transaction and/or further financial intermediary subsequently reselling or finally placing [Notes][Pfandbriefe] is entitled to use the Prospectus [in Luxembourg] [and] [in the Federal Republic of Germany] for the subsequent resale or final placement of the [Notes][Pfandbriefe] during the period from [•] to [•], <b>provided however, that</b> the Prospectus is still valid in accordance with Article 11 para 2 of the Luxembourg law relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010).</p> <p>The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in</p> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|  |  | <p>the respective jurisdictions.</p> <p><b>In the event of an offer being made by a Dealer and/or a further financial intermediary, the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the offer of the [Notes][Pfandbriefe] at the time of that offer.]</b></p> <p>[Not applicable. The Issuer does not consent to the use of the Prospectus.]</p> |
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**Section B – Issuer**

| <b>Element</b> |                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>B.1</b>     | <b>Legal and commercial name of the Issuer</b>                                                      | DVB Bank SE (the " <b>Company</b> " or, the " <b>Issuer</b> " and, together with its consolidated subsidiaries within the meaning of the German Stock Corporation Act ( <i>Aktiengesetz</i> ), the " <b>DVB</b> ", " <b>DVB Group</b> " or the " <b>Group</b> ") is both the legal and the commercial name of the Issuer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>B.2</b>     | <b>Domicile, legal form, legislation, country of incorporation</b>                                  | DVB Bank SE is a Societas Europaea, incorporated and operated under the laws of Germany and domiciled in the Federal Republic of Germany.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>B.4b</b>    | <b>Description of any known trends affecting the Issuer and the industries in which it operates</b> | The Issuer is dependent on the macroeconomic environment and the environment of the transport sector, as well as the general economic and legal environment of the countries in which it operates. DVB expects that the transport sector will in the long term experience growth, even though being subject to high cyclicity. The global financial crisis, the sovereign debt crisis, and the resulting uncertainties in the development of the worldwide transport sector, increased geopolitical tensions and terrorism and their impact on the global economy, an assumed changing policy mix under the new administration in the United States and its global spill-overs, the United Kingdom's unexpected majority vote to leave the European Union, as well as certain overcapacities in certain segments of the transport sector can have a material adverse effect on DVB Group's financial condition and results of operations. |
| <b>B.5</b>     | <b>Description of the Group and the Issuer's position within the Group</b>                          | DVB operates via its main operating companies, DVB Bank SE, DVB Bank America N.V., DVB Group Merchant Bank (Asia) Ltd. and DVB Transport Finance Limited at a global level as a specialised bank with a focus on the transport market. DVB Bank SE is the parent company of DVB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>B.9</b>     | <b>Profit forecast or estimate</b>                                                                  | Not applicable; no profit forecast or estimate is made.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>B.10</b>    | <b>Qualifications in the auditor's reports on the historical financial information</b>              | Not applicable. Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, office Eschborn/Frankfurt am Main, audited the consolidated financial statements of DVB Bank SE for the financial years ended 31 December 2016 and 31 December 2015 and in each case issued an unqualified audit opinion thereon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>B.12</b>    | <b>Selected historical key financial information</b>                                                | The following tables set out selected financial information concerning DVB's assets and liabilities, financial position and profits and losses. The financial information with respect to the financial years ended 31 December 2016 and 31 December 2015 is derived from the audited consolidated financial statements of DVB Bank SE for the financial year ended 31 December 2016 (including the comparative financial information for the financial year ended 31 December 2015 adjusted due to a transfer from property and equipment to intangible assets) contained in the Annual Report 2016.                                                                                                                                                                                                                                                                                                                                     |

**Selected data from the statement of financial position (IFRS) (figures from the audited consolidated financial statements for the financial year ended 31 December 2016)**

| Assets (€ mn)                        | 31 Dec 2016     | 31 Dec 2015     | %          |
|--------------------------------------|-----------------|-----------------|------------|
| Loans and advances to banks          | 1,610.4         | 1,116.8         | 44.2       |
| Loans and advances to customers      | 23,686.7        | 22,975.5        | 3.1        |
| Allowance for credit losses          | -632.7          | -289.0          | –          |
| Investment securities                | 288.8           | 349.8           | -17.4      |
| Intangible assets <sup>1)</sup>      | 67.8            | 104.6           | -35.2      |
| Property and equipment <sup>1)</sup> | 337.5           | 369.9           | -8.8       |
| <b>Total</b>                         | <b>27,713.3</b> | <b>26,610.5</b> | <b>4.1</b> |

<sup>1</sup> Compared to the 2015 consolidated financial statements, a transfer was made from property and equipment to intangible assets. The previous year's figures were adjusted accordingly.

| Liabilities and equity (€ mn) | 31 Dec 2016     | 31 Dec 2015     | %          |
|-------------------------------|-----------------|-----------------|------------|
| Deposits from other banks     | 3,273.6         | 2,457.0         | 33.2       |
| Deposits from customers       | 7,839.6         | 7,510.8         | 4.4        |
| Securitised liabilities       | 12,722.3        | 13,141.9        | -3.2       |
| Equity                        | 1,275.7         | 1,429.5         | -10.8      |
| Thereof: Issued share capital | 115.6           | 116.7           | -0.9       |
| Capital reserve               | 312.7           | 321.3           | -2.7       |
| Retained earnings             | 835.9           | 975.5           | -14.3      |
| <b>Total</b>                  | <b>27,713.3</b> | <b>26,610.5</b> | <b>4.1</b> |

**Selected data from the income statement (IFRS) (figures from the audited consolidated financial statements for the financial year ended 31 December 2016)**

| (€ mn, unless otherwise indicated)                                                                               | 1 Jan 2016<br>–<br>31 Dec 2016 | 1 Jan 2015<br>–<br>31 Dec 2015 | %        |
|------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|----------|
| Net interest income                                                                                              | 209.0                          | 183.7                          | 13.8     |
| Allowance for credit losses                                                                                      | -381.4                         | -141.5                         | –        |
| <b>Net interest income after allowance for credit losses</b>                                                     | <b>-172.4</b>                  | <b>42.2</b>                    | <b>–</b> |
| Net fee and commission income                                                                                    | 119.2                          | 103.3                          | 15.4     |
| General administrative expenses                                                                                  | -177.5                         | -180.9                         | -1.9     |
| Net other operating income/expenses                                                                              | 99.6                           | 14.7                           | –        |
| <b>Consolidated net income/loss before IAS 39, bank levy, BVR<sup>1</sup> Deposit Guarantee Scheme and taxes</b> | <b>-121.5</b>                  | <b>-16.8</b>                   | <b>–</b> |
| Net result from financial instruments in accordance with IAS 39                                                  | -2.7                           | 70.8                           | –        |
| <b>Consolidated net income/loss before taxes</b>                                                                 | <b>-135.3</b>                  | <b>46.1</b>                    | <b>–</b> |
| <b>Consolidated net income/loss</b>                                                                              | <b>-138.7</b>                  | <b>45.6</b>                    | <b>–</b> |
| <b>Earnings per share</b>                                                                                        |                                |                                |          |
| Basic earnings per share (€)                                                                                     | -3.06                          | 1.00                           | –        |
| Diluted earnings per share (€)                                                                                   | -3.06                          | 1.00                           | –        |

<sup>1</sup> National Association of German Cooperative Banks.

|             |                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | <b>A statement that there has been no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements or a description of any material adverse change</b> | There has been no material adverse change in the prospects of DVB Bank SE since 31 December 2016.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|             | <b>A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information</b>                                                          | Not applicable. There has been no significant change in the financial or trading position of DVB Bank SE since 31 December 2016.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>B.13</b> | <b>Recent Events</b>                                                                                                                                                                                               | Not applicable. Since the date of the last published audited consolidated financial statements for the financial year ended 31 December 2016, there have been no recent events particular to DVB Bank SE, which are to a material extent relevant to the evaluation of DVB Bank SE's solvency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>B.14</b> | Please read Element B.5 together with the information below                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|             | <b>Dependence upon other entities within the group</b>                                                                                                                                                             | Not applicable; DVB Bank SE is the parent company of the DVB Group.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>B.15</b> | <b>A description of the Issuer's principal activities</b>                                                                                                                                                          | <p>DVB Bank SE is a credit institution and the parent company of DVB (see Element B.5). DVB is specialised in providing financing for selected segments of the global transport market and a provider of selected transport-market-related services. Via its operating companies, DVB operates at a global level as a specialised bank with a focus on the transport market.</p> <p>The business divisions of DVB are:</p> <ul style="list-style-type: none"> <li>- Shipping Finance</li> <li>- Aviation Finance</li> <li>- Offshore Finance</li> <li>- Land Transport Finance</li> <li>- Investment Management</li> </ul> <p>The business activities of DVB are based on its market analyses (Asset &amp; Market Research). The Asset &amp; Market Research unit analyses the development of the transport market segments that are relevant for the business activities of DVB and the market development of individual assets financed by the Group.</p> |

|             |                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>B.16</b> | <b>Controlling Persons</b>                                      | DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main (" <b>DZ BANK</b> ") currently holds over 95% of DVB Bank SE's issued share capital and controls DVB Bank SE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>B.17</b> | <b>Credit ratings assigned to the Issuer or its instruments</b> | <p>Standard &amp; Poor's Credit Markets Services Europe Limited ("<b>Standard &amp; Poor's</b>")<sup>(1)(2)</sup> has assigned the long-term counterparty credit rating A+<sup>(3)</sup> and the short-term credit rating A-1<sup>(3)</sup> (outlook negative) to DVB Bank SE.</p> <p>Fitch Ratings Ltd. ("<b>Fitch</b>")<sup>(2)(4)</sup> has assigned the long-term issuer default rating AA-<sup>(3)</sup> (Group Rating) and the short-term issuer default rating F1+<sup>(3)</sup> (Group Rating) to DVB Bank SE within the scope of the German Co-operative Financial Services Network's rating. Within this scope, Fitch has also assigned to DVB's Debt Issuance Programme the ratings LT Senior unsecured: AA-<sup>(3)</sup> and ST senior unsecured F1+<sup>(3)</sup>.</p> <p><b>[insert ratings for Instruments, if applicable.]</b></p> |

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- (1) Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended from time to time (the "**CRA Regulation**").
- (2) The European Securities and Markets Authority publishes on its website (<http://www.esma.europa.eu/page/List-registeredand-certified-CRAs>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that update list in the Official Journal of the European Union within 30 days following such update.
- (3) A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.
- (4) Fitch is established in the European Community and is registered under the CRA Regulation.

**Section C – Securities**

| Element |                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.1     | Type and class of the securities, including any security identification number                                        | <p><b>Class</b><br/>The Issuer issues [notes (the "Notes")] [Flugzeugpfandbriefe (the "Flugzeugpfandbriefe" or the "Pfandbriefe")] [Schiffspfandbriefe (the "Schiffspfandbriefe" or the "Pfandbriefe")].</p> <p><b>Security Identification Number(s)</b><br/>[Temporary] ISIN: [•]<br/>[Temporary] Common Code: [•]<br/>[Temporary] WKN [•]<br/>[Temporary] [Other: [•]]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| C.2     | Currency of the securities issue                                                                                      | The [Notes][Pfandbriefe] are issued in [•].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| C.5     | Restrictions on the free transferability of the securities                                                            | Not applicable. The [Notes][Pfandbriefe] are freely transferable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| C.8     | Rights attached to the securities, ranking of the securities and limitations to the rights attached to the securities | <p><b>Rights attached to the [Notes][Pfandbriefe]</b><br/>Each holder of the [Notes][Pfandbriefe] has the right vis-à-vis the Issuer to claim payment of interest and nominal when such payments are due in accordance with the terms and conditions of the [Notes][Pfandbriefe].</p> <p><b>Ranking of the [Notes][Pfandbriefe]</b><br/><b>[In case of senior Notes other than Pfandbriefe insert:</b><br/>The Notes will constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer.]</p> <p><b>[In case of subordinated Notes other than Pfandbriefe insert:</b><br/>The Notes will constitute unsecured and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other subordinated obligations of the Issuer. In the event of the dissolution, liquidation, institution of insolvency proceedings over the assets of, composition or other proceedings for the avoidance of the institution of insolvency proceedings over the assets of, or against the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer.]</p> <p><b>[In case of Pfandbriefe insert:</b><br/>The obligations under the Pfandbriefe will constitute unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other obligations of the Issuer under any other Pfandbriefe and any potential obligations of the Issuer arising from derivatives which serve as cover assets as described in § 4 paragraph 3 of the German Pfandbrief Act (<i>Pfandbriefgesetz</i>).</p> <p>The Pfandbriefe will be covered by a separate pool of cover assets, as described below, in accordance with the German Pfandbrief Act.]</p> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|  |  | <p><b>[In case of Schiffspfandbriefe insert:</b><br/>Eligible shipping loans, derivatives and other financial assets duly registered with the Schiffspfandbriefe cover register (<i>Deckungsregister</i>) in accordance with the applicable provisions in the German Pfandbrief Act serve as collateral for the Schiffspfandbriefe.]</p> <p><b>[In case of Flugzeugpfandbriefe insert:</b><br/>Eligible aircraft loans, derivatives and other financial assets duly registered with the Flugzeugpfandbriefe cover register (<i>Deckungsregister</i>) in accordance with the applicable provisions in the German Pfandbrief Act serve as collateral for the Flugzeugpfandbriefe.]</p> <p><b>Redemption</b><br/>The [Notes][Pfandbriefe] will be redeemed at par on [Maturity Date] (the "Maturity Date").</p> <p><b>[Insert in case of Notes other than subordinated Notes and Pfandbriefe: Early Redemption for taxation reasons</b><br/>Upon giving accordant notice, the Issuer may redeem the outstanding Notes in whole, but not in part, for taxation reasons.]</p> <p><b>[Insert in case of Notes or Pfandbriefe with a call option: Early Redemption at the option of the Issuer</b><br/>The Issuer may, at its option, upon giving accordant notice, redeem all or some of the [Notes][Pfandbriefe] prior the Maturity Date on [Insert call redemption date(s)].]</p> <p><b>[Insert in case of Subordinated Notes: Early Redemption for regulatory or taxation reasons</b><br/>The Issuer may at its option, upon giving accordant notice, early redeem the Notes if at least five years have passed since the issue of the Notes, subject to fulfilment of certain other conditions. The Issuer may at its option, upon giving accordant notice, early redeem the Notes before five years have passed since the issue of the Notes if the regulatory classification of the Notes has changed, that would likely result in it no longer being recognised as own funds, or in case of a change of the applicable tax treatment, in each case subject to fulfilment of certain other conditions]</p> <p><b>[In case of senior Notes other than Pfandbriefe insert: Event of Default</b><br/>The Notes provide for events of default entitling the holders to demand immediate redemption of the Notes.]</p> <p><b>[In case of Notes other than Pfandbriefe insert: Resolution of holders:</b><br/>The Notes provide for resolutions of holders.]</p> <p><b>Presentation Periods, Prescription</b><br/>The rights to payment of principal and interest (if any) under the [Notes][Pfandbriefe] are subject to prescription within a period of two years. The prescription period begins at the end of the period during which the [Notes][Pfandbriefe] must be duly presented which is reduced to 10 years.</p> |
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| C.9 | <p>Please read Element C.8 together with the information below</p> <p><b>Interest / [Fixed Rate [Notes][Pfandbriefe]] / [Floating Rate [Notes][Pfandbriefe]] / Maturity Date / [Yield]</b></p> <p><b>Interest</b><br/> <i><b>[Insert in case of fixed rate Notes or fixed rate Pfandbriefe:</b></i> The [Notes][Pfandbriefe] bear interest at a rate of [rate of interest] as from [interest commencement date] (including) until [maturity date] (excluding). Interest is payable annually in arrear on [interest payment date(s)] of each year. The first payment of interest shall be made on [•] [and will amount to [•] per [Note][Pfandbrief] in a denomination of [•][and [•] per [Note][Pfandbrief] in a denomination of [•]].]<br/> <i><b>[In case of floating rate Notes or floating rate Pfandbriefe insert:</b></i> The [Notes][Pfandbriefe] shall bear interest on their principal amount from [interest commencement date] (inclusive) to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the [Notes][Pfandbriefe] shall be payable on each Interest Payment Date. The underlying on which interest is based is [[EUROBOR][LIBOR][•]]. The rate of interest for each Interest Period (as defined below) will be the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11:00 a.m. [(Brussels time)] [(London time)] on the Interest Determination Date (as defined below) [[plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent.<br/> ["Margin" shall mean [•] %]<br/> "Interest Payment Date[s]" shall mean [•].<br/> "Interest Period" shall mean [•].<br/> "Interest Determination Date" means the [second] [insert other applicable number of days] Business Day (as defined below) prior to the commencement of the relevant Interest Period.<br/> "Business Day" means [if the specified currency is not Euro insert: a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in [insert all relevant financial centre]] [if the specified currency is Euro insert: a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) are operational to effect the relevant payment].]<br/> <b>Repayment Procedure</b><br/> Payment in respect of the [Notes][Pfandbriefe] shall be made to the clearing system or to its order for credit to the account of the relevant account holders of the clearing system.<br/> <b>Representation of holders of Notes</b><br/> [Not applicable. There is no representative of holders of Notes designated in the terms and conditions of the Notes.]<br/> [[•] is the representative of the holders of the Notes.]<br/> <i><b>[In case of fixed rate Notes or fixed rate Pfandbriefe insert: Yield</b></i><br/> The yield equals [•] % per annum.]</p> |
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| <b>[C.10<sup>1</sup></b> | Please read Element C.9 together with the information below<br><b>Derivative Component in the Interest Payment</b>            | Not applicable, there is no derivative component in the interest payment.]                                                                                                                                                                                                                                                                                                                              |
| <b>[C.11<sup>2</sup></b> | <b>Admission to trading on a regulated market</b>                                                                             | [Application has been made to admit the [Notes][Pfandbriefe] to be issued under the Programme to trading on the regulated market of the [Luxembourg Stock Exchange] <b>[regulated market of other stock exchange].</b><br><br>[Not applicable, the Issuer does not intend to make any application for the [Notes][Pfandbriefe] to be admitted to trading on a regulated market of any stock exchange.]] |
| <b>[C.21<sup>3</sup></b> | <b>Indication of the market where the [Notes][Pfandbriefe] will be traded and for which the Prospectus has been published</b> | [Application has been made to admit the [Notes][Pfandbriefe] to be issued under the Programme to trading on the regulated market of the Luxembourg Stock Exchange <b>[regulated market of other stock exchange].</b><br>[Not applicable, the Issuer does not intend to make any application for the [Notes][Pfandbriefe] to be admitted to trading on a regulated market of any stock exchange.]]       |

<sup>1</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.*

<sup>2</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.*

<sup>3</sup> Not required for Instruments with a Specified Denomination of less than €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von weniger als €100.000.*

**Section D – Risks**

| Element |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| D.2     | Key information on the key risks that are specific to Issuer | <p><u><i>Industry-Related Risks</i></u></p> <p><i>Cluster risks</i><br/>DVB is focusing on the international transport markets. This focus may result in the formation of cluster risks. If certain factors have a systematic negative impact on a particular transport sector, for example shipping, oil exploration, air transport or land-based transport, or if events occur that have global or widespread negative impacts on a particular sector, DVB's business in that sector could decline substantially. Unlike many of the banks and companies with which DVB competes in its various divisions, DVB does not have a retail banking business or other business focus through which it can diversify its business beyond transport finance and related activities. To avoid cluster risks, DVB diversifies its loan portfolio both geographically and in terms of the sub-markets of the transport market in which DVB offers finance, as well as the assets financed in the various sub-markets of the transport market.</p> <p><i>Risks arising from the transport market situation and risks related to the state of the economy</i><br/>Demand for DVB's services depends to a large extent on the level of investment activity in the shipping, aviation, offshore and land transport segments of the transport market in which DVB is active. This activity is dependent on the overall economic development. The financial and sovereign debt crisis and the following economic crisis led to a reduction of such investment activity. If this crisis continues or even deteriorates the resulting uncertainty of market participants with respect to the overall future economic environment could also have a continued adverse impact on DVB's business in particular if this crisis aggravated and amplified economic problems. Further impacts on the global economy, which could adversely affect DVB's business, might in particular arise from increased geopolitical tensions and terrorism, as well as from political developments as the assumed changing policy mix under the new administration in the United States and the United Kingdom's majority vote to leave the European Union. Despite a more positive outlook and expected better growth performance for 2017, caused by improvements in some emerging markets and low income economies, especially, the market for crude oil and oil-related products continued to be characterised mainly by excess capacities and low oil prices, which led to a limitation of supply by major producers. Moreover, a reduction in the economic activity in general and in particular in the transport market sub-segments relevant to DVB resulting from this crisis or any other reason, could have a material adverse effect on DVB's financial position and results of operations.</p> |

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|  |  | <p><i>Risks arising from the competitive situation</i></p> <p>With regard to its financing activities, financing-related services and complementary asset-oriented services, DVB is competing with a number of different actors.</p> <p>The following factors could have an adverse effect on DVB's development:</p> <ul style="list-style-type: none"> <li>• increase of the number of banks or alternative capital providers operating in the market for transport finance or their willingness to take risk;</li> <li>• banks or alternative capital providers with more favourable access to refinancing (even if due to state aid) or financially strong organisations develop a stronger focus on the transport market; and</li> <li>• DVB's competitors regarding the services offered, expanding their activities covering further areas in which DVB is active.</li> </ul> <p>If DVB's customers did not have access to sufficient financing this could result in insolvencies of such customers due to illiquidity.</p> <p><u><i>Risks with regard to DVB's business activities</i></u></p> <p><i>Dependency on DZ BANK</i></p> <p>DZ BANK currently holds more than 95% of DVB Bank SE's share capital. Furthermore, DZ BANK has submitted to DVB its request to have the shareholders' meeting resolve upon the transfer of the other shareholders' shares to DZ BANK (squeeze out). In the course of business relations with DZ BANK and its subsidiaries DVB Bank SE currently receives a substantial part of its refinancing for its lending business from DZ BANK. If DZ BANK was not willing or able to provide sufficient refinancing at acceptable conditions to DVB Bank SE anymore this could have a material adverse effect on DVB's financial position and results of operations and could even result in its illiquidity.</p> <p><i>Risk of counterparty default</i></p> <p>DVB operates on a global basis predominantly as a lender in sub-segments of the transport market that are cyclical, prone to crises and dependent on the state of the economy. The financing solutions offered by DVB encompass both traditional loans and structured financing solutions such as e.g. lease financing and financing structures that are tax-based.</p> <p>If counterparties default in respect of significant obligations, and if DVB is unable to sufficiently recoup these losses by recourse to collateral or other arrangements, this could have a material adverse effect on DVB's financial position and results of operations.</p> <p>In case of a crisis in a sub-segment of the transport market for which DVB provides financing, this may result in the sustained default of borrowers and losses when attempting to realise the collateral obtained, and thus may have a material adverse effect on DVB's financial position and results of operations. This risk may particularly realise as a consequence of the financial and sovereign debt crisis as well as of the recent political and geopolitical developments and tensions and their impact to the global economy and affect virtually all sub-segments of the transport markets.</p> |
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|  |  | <p><i>Risks with regard to collateral</i></p> <p>DVB usually only grants loans against security in the financed assets. On this basis DVB provides also non-recourse loans, i.e. loans for which the borrower is not personally liable but which are only secured by certain collateral.</p> <p>An adverse effect on DVB's financial position and results of operations may especially occur because:</p> <ul style="list-style-type: none"> <li>• collateral was not validly created, or is not recognised in the jurisdiction in which the asset is located at the time of intended seizure of such asset;</li> <li>• the assets financed by DVB are mainly chattel and often used for cross-border transport, which might lead to delays in their seizure and realisation, if not preventing realisation altogether;</li> <li>• the assets financed by DVB, especially in the offshore segment, are often specialised and tailored for their initially intended purpose which could impede the utilisation of such assets in other locations which, in turn, might complicate or prevent the realisation of such assets;</li> <li>• DVB's assessments and predictions regarding the value of the collateral and its projected realisability may prove to be incorrect, e.g. because of rapid technological innovations, a sustained crisis of the transport market, a deflation or as a consequence of the financial and sovereign debt crisis; and</li> <li>• loan defaults by customers might from time to time require DVB to take possession or ownership of assets taken as security. Specifically, assets such as tankers and oil rigs pose a risk to the environment in case of the leakage of oil, chemicals or other substances harmful to the environment. Due to strict environmental laws in many countries, DVB might be held liable for any environmental damages arising therefrom.</li> </ul> <p><i>Risks from DVB's joint ventures violating the law</i></p> <p>DVB participates in a number of joint ventures, primarily in its funds business, but also to a limited extent in operational business. DVB does not control these businesses as DVB would control its consolidated subsidiaries, nor can DVB control the actions of its joint venture partners. It is also possible that DVB could have substantial disagreements with one or more of its joint venture partners. If actions taken by these entities or DVB's joint venture partners violate applicable law or regulations, it could adversely affect DVB's reputation, result in fines or other adverse legal or regulatory actions, and could have a material adverse effect on DVB's business, financial condition and results of operations.</p> <p><i>Refinancing risks</i></p> <p>DVB is specialised in providing financing on the transport market. Neither DVB Bank SE nor any other company of DVB pursues the retail deposit taking business in a manner substantially contributing to the refinancing of the lending business. DVB therefore depends on other refinancing sources.</p> |
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|  |  | <p><i>Interest rate risks</i></p> <p>DVB is subject to interest rate risks to the extent that asset side and liabilities side positions in different maturity ranges do not match in terms of amount and interest.</p> <p>To the extent that interest rate swap hedges are not put into place or are not available at acceptable cost, there is the risk that DVB would have to pay higher interest for its long-term refinancing than it can charge through its lending business if the interest rate trends prove to be unfavourable, or that (at least) part of its interest margin is eroded by such a development.</p> <p>Should refinancing costs increase after loan extension, this could have an adverse effect on DVB's earnings situation. These events could adversely affect DVB's financial position and results of operations.</p> <p><i>Currency risks</i></p> <p>Currency risks may arise <i>inter alia</i>:</p> <ul style="list-style-type: none"> <li>• from the refinancing in Euro of loans extended in US dollars;</li> <li>• with regard to collateral in those cases, where the currency in which the loan is denominated differs from the currency in which the assets provided to DVB as collateral are traded; and/or</li> <li>• in respect of the net income generated in US dollars, as DVB Bank SE reports in Euro.</li> </ul> <p>Moreover, from a regulatory perspective, the accommodation of loans in US dollars in combination with the Euro-denominated capital base of DVB Bank SE has the effect that the volume of the loans to be backed by liable capital will increase if the US dollar rises in value vis-à-vis the Euro (while all other conditions remain the same), thus necessitating the utilisation of more regulatory capital. If the US dollar should rise in value significantly this could finally require an increase of the capital and/or limit DVB's ability to enter into new financing transactions.</p> <p>If these various currency risks manifested themselves, in particular if the hedging carried out by DVB should not be sufficient to protect DVB against fluctuations in the exchange rates, this could adversely affect DVB's financial position and results of operations.</p> <p><i>Market price risks and counterparty risks</i></p> <p>DVB is exposed to market price risks and counterparty risks with regard to the financial instruments it holds. If it failed to minimise these risks by entering into risk-reducing transactions or a counterparty of a financial instrument held by DVB defaults, this could have a material adverse effect on the financial position and results of operations.</p> |
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|  |  | <p><i>Risks from using the advanced internal-ratings-based approach and credit portfolio model</i></p> <p>For Shipping Finance, Aviation Finance, Offshore Finance and Land Transport Finance, DVB Bank SE uses the advanced internal-ratings-based approach for the determination of the regulatory capital required to back credit exposures. Furthermore, at the beginning of 2013, DVB Bank SE introduced a credit portfolio model tailored to the Transport Finance business. Specifically, this model incorporates the asset-based collateralisation of financing structures as potential risk concentration or diversification. Where the actual credit defaults exceed the anticipated credit defaults that were ascertained in line with such models, this could have a material adverse effect on DVB's financial position and results of operations.</p> <p><i>Liquidity risks</i></p> <p>DVB is exposed to liquidity risk, i.e., the risk of being unable to meet current or future payment obligations or of being unable to fulfil such obligations in a timely manner. If, due to a lack of liquidity, DVB was unable to meet its payment obligations (be it in part or full or not on time) this might result in damage claims against DVB, regulatory action and eventually the commencement of insolvency procedures. Difficulties of this nature may also be triggered by circumstances that are not related to DVB's business and may be outside of its control. If the liquidity risk materialises, this could have a material adverse effect on DVB's financial position and results of operations.</p> <p><i>Risks from changes in the regulatory requirements or enforcement activities</i></p> <p>DVB Bank SE is subject to banking and financial services laws and government regulation as well as intense supervision by bank regulators and central banks in each of the jurisdictions in which it conducts business. Among other requirements, the banking regulations require DVB Bank SE to meet minimum capital (own funds) requirements (on a stand-alone and a group level) and to maintain a complex, sophisticated and expensive risk management system. The regulatory framework is subject to permanent developments and changes not only at the national level, but also at the European and international level.</p> <p>Any of such changes or enforcement actions may result in the necessity for DVB Bank SE to raise additional own funds or other forms of capital, to restrict its business or to reduce its risk weighted assets. Moreover, compliance with amended or newly-imposed rules may lead to an increase in administrative expenses (including the expense of maintaining capital resources as required by own funds provisions, costs of compliance and reporting) and consequently to higher cost ratios for DVB. The general administrative expenses of DVB may also increase as a consequence of increased supervisory fees.</p> <p>New regulatory requirements and in particular a failure of DVB to meet them as well as enforcement activities could also have other material adverse effects on DVB's financial position and results of operations.</p> |
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|  |  | <p><i>Stress test and similar exercises may adversely affect DVB Bank SE</i></p> <p>DVB Bank SE (on its own as well as a subsidiary of DZ BANK) has been and, in the future, may be subject to stress testing exercises initiated and/or conducted by the German regulatory authorities <i>Bundesanstalt für Finanzdienstleistungsaufsicht</i> ("<b>BaFin</b>") and <i>Deutsche Bundesbank</i> (the "<b>German Central Bank</b>"), the European Banking Authority ("<b>EBA</b>"), the European Central Bank ("<b>ECB</b>") and/or any other competent authority.</p> <p>If DZ BANK's or DVB Bank SE's capital was to fall below the predefined threshold of a given stress test at the end of the stress test period and/or other weaknesses or deficiencies are identified in connection with a stress test exercise, remedial action may be required to be taken by DZ BANK or DVB Bank SE and its subsidiaries, including potentially a requirement to strengthen the own funds basis of DVB Bank SE and/or other supervisory interventions.</p> <p><i>Risks for DVB Bank SE in connection with own funds, other capital requirements such as MREL and liquidity requirements as well as the leverage ratio</i></p> <p>With effect from 1 January 2014, the German law has changed with a view to Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (the "<b>CRD IV Directive</b>") and the capital requirement regulation (EU) No. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms (the "<b>CRR</b>"), (CRD IV Directive and CRR together "<b>CRD IV Package</b>"). This results in increased requirements regarding own funds both in terms of quality as well as quantity, but also additional regulatory requirements regarding liquidity (liquidity coverage ratio "<b>LCR</b>" and net stable funding ratio "<b>NSFR</b>") as well as a leverage ratio that are of great importance to credit institutions such as DVB Bank SE. The liquidity requirements relating to LCR were increased to a minimum LCR of 80% since 1 January 2017. The NSFR must be adhered to from 2018 at the earliest.</p> <p>The capital ratios may significantly be impacted in the future by the intended changes to the regulatory requirements in the context of current and not yet finalised considerations of the Basel Committee on Supervision to further calibrate and amend the current Basel III reform package (sometimes referred to as "<b>Basel IV</b>"), particularly from 2019. This could lead to higher costs than initially planned, and could have a negative impact on the economic situation of the Issuer.</p> |
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|  |  | <p>On 23 November 2016, the European Commission published a proposal for a European Directive amending the Directive for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU – the "<b>BRRD</b>") and a proposal for a European Regulation amending Regulation No. 806/2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the "<b>SRM Regulation</b>"). These proposals include, inter alia, the introduction of a higher minimum requirement of own funds and eligible liabilities ("<b>MREL</b>").</p> <p>This may require DVB Bank SE to raise additional own funds, increase other forms of capital or reduce its risk weighted assets (RWA). This could also have material adverse effects on DVB's operating results and financial position.</p> <p><i>Regulatory requirements may change and DVB could face regulatory actions and/or further costs in connection with the Single Supervisory Mechanism (SSM) and/or the Supervisory Review and Evaluation Process (SREP).</i></p> <p>Since November 2014, the ECB has assumed the role as direct supervisory authority over certain "significant" credit institutions including DZ BANK and certain of its subsidiaries (including DVB Bank SE) in connection with the so-called Single Supervisory Mechanism ("<b>SSM</b>").</p> <p>In connection therewith, the ECB is empowered, in particular as part of the Supervisory Review and Evaluation Process ("<b>SREP</b>"), to <i>inter alia</i>, analyse the business model and reliability of internal control arrangements (including the internal models to measure adequacy of capital and liquidity also referred to as "Internal Capital Adequacy Assessment Process" (ICAAP) and "Internal Liquidity Adequacy Assessment Process" (ILAAP), respectively) and to require those significant credit institutions to comply with own funds and liquidity adequacy requirements which may exceed regular regulatory requirements or to take early correction measures to address potential problems.</p> <p>Under the SSM, the ECB together with the national competent authorities ("<b>NCAs</b>") is currently working on establishing a framework of joint standards setting a common set of understanding regarding priorities from a regulatory and banking supervisory point of view. Part of this ongoing work focuses inter alia on further harmonising options and discretions available for EU Member States under the CRD IV/CRR-Package and a targeted approach to monitor suitability of internal bank models evaluating capital and liquidity adequacy. This targeted review (Targeted Review of Internal Models – "<b>TRIM</b>") has recently become one of the key priorities of the ECB. The results of the review may have significant impacts on banks' balance sheets as the TRIM process will account for potential changes in the internal model requirements that are expected to be introduced during the project's lifetime. The TRIM is currently in its second phase with a view to being finalised in 2019.</p> |
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|  |  | <p>Such developments may require re-adjustment of a credit institution's business plan that is subject to the SSM or may have other material adverse effects on its business, results from operations or financial condition.</p> <p><i>Operational risks</i><br/>As part of its normal business activities, DVB conducts a large number of complex transactions in multiple jurisdictions and is, therefore, exposed to various operational risks. These risks relate to, in particular, the possibility of inadequate or erroneous internal and external work processes and systems, regulatory problems, human errors and deliberate violations of law, such as fraud. Such events may cause substantial losses and reputational harm. If one or more of the risks described materialised, this could have a material adverse effect on DVB's financial position and results of operations.</p> <p><i>Risks arising from the complexity of financing transactions</i><br/>DVB is specialised in large-volume financing for the international transport market. Loan agreements and collateral documentation in this financing segment are often subject to foreign laws and are sometimes highly complex. It cannot be excluded that DVB, due to the complexity of the financing transactions, takes or omits to take measures and that this may have an adverse impact on DVB's positions and permanently increase its default risk. Any such misjudgements in risk assessment may have a material adverse effect on DVB's financial position and results of operations.</p> <p><i>Risks from financing structures, under which DVB holds the mobile asset</i><br/>DVB also offers financing solutions to its clients whereby DVB entities themselves acquire the asset which is the target of DVB's borrowers. Under these structures, DVB assumes the value risk of the relevant asset. Where DVB's assessments of the current and future usability and value of such assets prove to be incorrect, this would have an adverse effect on DVB's financial position and results of operations.</p> <p><i>Risks with regard to Corporate Finance, market risk</i><br/>In connection with its Corporate Finance services DVB provides its clients advice and services in connection with M&amp;A transactions, the access to equity and debt capital markets as well as the use of structured finance products. DVB may in particular act as underwriter in connection with the offer of equity and debt instruments and thereby assume market risks. If DVB should cause damages to its clients in connection with these activities or not comply with specific regulatory requirements applying in connection with certain of these activities this could not only result in substantial reputational damage but also have an adverse effect on DVB's financial position and results of operations.</p> <p><i>Risks with regard to Investment Management</i><br/>DVB is also active in the market of closed-end funds. In connection with closed end funds initiated by DVB, DVB also assumes a material equity risk exposure.</p> |
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|  |  | <p>To the extent that DVB finances any such closed-end funds or acquires an interest in them, DVB also bears the risk associated with the investment asset. Where the assessments of the current and future usability and value of such investment assets prove to be incorrect, this would have an adverse effect on DVB's financial position and results of operations.</p> <p>In addition, the Group as a service provider renders, in particular, advisory services with regard to the acquisition of assets via closed-end funds as well as services in connection with the management of such assets. Where staff employed by DVB breaches its duties in the performance of these services, this may have adverse consequences for DVB's financial position and results of operations.</p> <p><i>Risks from the expansion of DVB's service range</i></p> <p>DVB has expanded its service range to include complementary asset-oriented services and additional financing services like services in connection with the raising of equity and debt. There is the possibility that the expansion of DVB's service offer beyond its previous core competencies into these services proves to be less successful than expected. Where these expansions of the Group's business activities fail to be successful, this could have an adverse impact on DVB's financial position and results of operations.</p> <p>In its Investment Management division as well as in connection with its complementary asset-oriented services DVB also enters into contracts on the delivery of assets. If it should not be in the position to fulfil the obligations resulting from such contracts this could have an adverse impact on DVB's financial position and results of operations.</p> <p><i>Certain tax-related risks</i></p> <p>The last finalized tax audit at DVB Bank SE covered periods up to 2011. The Company believes that the tax returns filed have been lodged in accordance with the applicable laws and regulations. However, it cannot be excluded that the current or a future tax audit may result in additional tax being assessed. This could adversely affect DVB Bank SE's financial position and results of operations.</p> <p><i>Change of tax law risks</i></p> <p>DVB Bank SE and the Instruments are subject to the general tax environment in Germany. Changes in tax legislation, administrative practice or case law could have adverse tax consequences for DVB Bank SE or the taxation of investors. Despite a general principle prohibiting retroactive changes, amendments to applicable laws, orders and regulations can be issued or altered with retroactive effect. Additionally, divergent interpretations of tax laws by the tax authorities or the tax courts are possible. These interpretations may be changed at any time with potentially adverse effects on DVB Bank SE's tax position or the taxation of investors. Furthermore, court decisions are often overruled by the tax authorities by way of issuing non-application decrees (<i>Nichtanwendungserlasse</i>). Deviating views adopted by the tax authorities or the tax courts might lead to a higher tax burden for DVB Bank SE. Additionally, if adverse changes in the tax framework should occur, individually or together, this could have a material adverse effect on DVB Bank SE's cash flows, financial position and results of operations.</p> |
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|  |  | <p><i>Risks arising from the dependence on managerial personnel and financing specialists</i></p> <p>DVB's success with its clients is largely dependent on the activities of both its members of the Board of Managing Directors and its financing specialists focusing on the transport sector. Should one or more Managing Director(s) and/or financing specialist(s) leave DVB, this could have an adverse effect on its financial position and results of operations.</p> <p><i>Risks related to the use of IT systems whose functionality may be impaired by internal and external factors</i></p> <p>DVB's business activity is to a large extent dependent on information technology systems ("<b>IT Systems</b>"), modern communication media and other technical systems. The complete or partial failure of IT Systems may result in a significant disruption of business processes, the temporary suspension of business operations, claims for damages, and loss of clients. In addition, if DVB is unable to make the necessary adjustments and updates to its IT Systems, this may result in disruptions of business transactions, datasets that contain errors, calculations that do not meet the requirements of banking regulations, and other disruptions and risks, the details of which cannot be predicted. If one or more of the risks described should materialise, this could have a material adverse effect on DVB's business, financial position and results of operations.</p> <p><i>Break up of the Eurozone and risks in relation to the impacts of current European economic and political developments</i></p> <p>Although the pace of recovery of the euro zone is projected to be slightly lower compared to 2016, the financial and sovereign debt crisis and the following economic crisis which started in 2007 has mitigated. If this crisis should deteriorate again, there is a possibility that one or more countries may default and/or leave the European Monetary Union and re-establish their own national currency or that the European Monetary Union may collapse. A referendum on the United Kingdom's membership in the European Union held on 23 June 2016 resulted in a majority vote to leave the European Union. Such developments may result in the need to restate existing contractual obligations and can have unpredictable financial, legal, political and social consequences. In such an event, it is likely that there would be significant, extended and generalised market dislocation with unpredictable and materially adverse effects on DVB's business, results of operations and financial condition. In addition, the departure of one or more countries from the European Monetary Union may lead to the imposition of, <i>inter alia</i>, exchange control and mandatory payment laws. Any one or more of the factors outlined above could result in material adverse effects on DVB's financial position and results of operations.</p> |
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|  |  | <p><i>Financial market upsets, the German Bank Restructuring Act, the German Act on the Restructuring and Orderly Resolution of Credit Institutions and other sovereign or regulatory intervention</i></p> <p>Financial market upsets, the German Bank Restructuring Act, the German Act on the Restructuring and Orderly Resolution of Credit Institutions and other sovereign or regulatory intervention may have significant effects on the Issuer and as a consequence may adversely impact the Instruments.</p> <p><i>Risks in connection with contributions to the resolution fund</i></p> <p>DVB is subject to the German bank levy (<i>Bankenabgabe</i>) which was introduced at the beginning of 2011. With implementation of the BRRD (as defined in the risk factor "<i>Risks for DVB Bank SE in connection with own funds, other capital requirements such as MREL and liquidity requirements as well as the leverage ratio</i>" above) into German law, this bank levy implements the contributions from credit institutions and investment firms provided for in the BRRD. In connection with the Single Resolution Mechanism a Single Resolution Fund shall be funded by contributions from credit institutions and certain investment firms in participating Member States.</p> <p>These contributions shall be raised at least annually in order to reach a certain target funding. If the funds raised are insufficient to deal with the resolution of a credit institution or investment firm, further contributions may be raised from credit institutions and investment firms including from DVB. The obligation to pay such contributions could have a material adverse effect on DVB's business, financial condition or results of operations.</p> <p><i>Risks in connection with U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws</i></p> <p>The U.S. Foreign Corrupt Practices Act ("<b>FCPA</b>") and similar worldwide anti-corruption laws generally prohibit companies and their intermediaries from making improper payments to public officials for the purpose of obtaining or retaining business. DVB's internal policies mandate compliance with these anti-corruption laws. DVB has operations in the United States and around the world. Despite the training, oversight and compliance programs, DVB cannot assure that its internal control policies and procedures will always protect it from deliberate, reckless or inadvertent actions of employees or agents that could contravene its compliance policies or violate applicable laws. Violations of these laws, or allegations of such violations, could result in the imposition of substantial fines, restrictions on DVB's business, and damage to DVB's reputation, and could have a material adverse effect on its financial condition and results of operations.</p> |
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|  |  | <p><i>Risks in connection with the acquisition of loan portfolios and/or undertakings</i></p> <p>Although DVB is not generally active in acquisitions, it does from time to time engage in selected, opportunistic acquisitions of loan portfolios and/or undertakings. To the extent DVB acquires other companies or loan portfolios, DVB is exposed to the risk that the acquisition has not the expected economic advantages and it pays a too high purchase price. In addition the risk exists that the acquisition is connected with substantial disadvantages.</p> <p><i>Force majeure and other risks</i></p> <p>There are further risks which could have an impact or even material adverse effect on DVB's business, financial condition or results of operations. These risks include, but are not limited to the following scenarios:</p> <ul style="list-style-type: none"> <li>• political, social or economic instability which could disrupt DVB's operations;</li> <li>• war, civil unrest, turmoil or the outbreak of disease in areas where DVB operates or depends on;</li> <li>• explicit or implicit discrimination against non-local companies;</li> <li>• human error, fraud or malfeasance;</li> <li>• restrictions on DVB's ability to obtain ownership of or title to assets under local regulations or laws;</li> <li>• the imposition of additional or higher taxes;</li> <li>• difficulties in obtaining or retaining required licenses, certifications or other regulatory approvals;</li> <li>• the imposition of sanctions on transacting business in certain countries; and</li> <li>• problems related to labour regulations, labour relations or staffing.</li> </ul> <p>International growth and expansion into new markets, including emerging markets, could involve difficulties concerning the necessity of adapting to new regulatory systems, and unfamiliar or unpredictable economic, social and political systems and conditions. For example, unstable political conditions or civil unrest could negatively impact DVB's operations in a region or its ability to repossess collateral or enforce its contractual rights. Part of DVB's operations are located in Curaçao, which in recent years has experienced significant political changes, some of which are ongoing and could potentially have significant consequences for that country and its business and regulatory environment. In addition, although DVB endeavours to limit operational risk by implementing appropriate controls, such measures could prove ineffective with respect to one or more of the operational risks to which its business is exposed.</p> |
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|     |                                                                                    | <p>The occurrence of one or more of these risks could cause substantial losses, result in reputational harm (which could decrease demand for DVB's services and limit DVB's ability to refinance its liabilities on acceptable terms), and could have a material adverse effect on DVB's financial condition and results of operations.</p> <p><i>Country Risk</i><br/>Country risk is defined as the risk of loan losses or other monetary losses in a particular country, as a result of social/political and/or macro-economic developments or events. DVB grants to a limited extent credit also to debtors in countries subject to increased default risk. Although the country risk should be mitigated through the financing structure (in particular by collateralisation), the country risk could have a material adverse effect on DVB's financial position and results of operations should it materialise.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| D.3 | <p><b>Key information on the key risks that are specific to the securities</b></p> | <p>Prospective investors in the Instruments are exposed to certain risks associated with the various specifications of the different types of Instruments. The following summary describes certain risks relating to the Instruments.</p> <p><i>Market price risks</i><br/>The market value of the Instruments will be affected by the creditworthiness of the Issuer and a number of additional factors, including but not limited to the value of the respective reference assets or the indices and prospects, market interest and yield rates and the time remaining to the Maturity Date of the Instruments.</p> <p><i>Currency risks</i><br/>Prospective investors in the Instruments should be aware that an investment in the Instruments may involve exchange rate risks and should determine whether an investment in the Instruments is appropriate in their particular circumstances.</p> <p><i>Liquidity risks</i><br/>The Instruments are new securities which may not be widely distributed and for which there is currently no active trading market. There is no assurance as to the development or liquidity of any trading market for the Instruments. The price at which a holder of Instruments may be able to sell the Instruments prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such holder of Instruments.</p> <p><i>Suitability</i><br/>Prospective investors should determine whether an investment in the Instruments is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Instruments and to arrive at their own evaluations of the investment.</p> |

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|  |  | <p><i>Foreign Account Tax Compliance Act</i></p> <p>The United States has enacted rules, commonly referred to as "FATCA," that generally impose a new reporting and withholding regime with respect to certain U.S. source payments (including dividends and interest), gross proceeds from the disposition of property that can produce U.S. source interest and dividends and certain payments made by entities that are classified as financial institutions under FATCA. The United States and Germany entered into an intergovernmental agreement to implement FATCA (the "<b>Germany IGA</b>"). Under the Germany IGA DVB does not expect to be required to withhold amounts on payments it makes under FATCA. However, significant aspects of whether or how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made by DVB in the future. In particular, no assurance can be made that payments under the Instruments made to entities that are considered non-US "financial institutions" will not be subject to FATCA beginning 1 January 2019 to the extent such payments are considered "foreign passthru payments" within the meaning of FATCA. Prospective investors should consult their own tax advisors regarding the potential impact of FATCA.</p> <p><i>Risks in connection with a resolution regime and "bail-in rules" for credit institutions and contractual "bail-in rules"</i></p> <p>The Act on the Restructuring and Orderly Resolution of Credit Institutions (<i>Sanierungs- und Abwicklungsgesetz</i> – the "<b>SAG</b>") which implements the Directive for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU, the "<b>BRRD</b>") into German law enables competent resolution authorities to apply under certain circumstances loss absorbency regimes to the Instruments, even if such regimes are not contained in the Terms and Conditions or the Final Terms. The SAG stipulates that recovery and early intervention measure tools available to the competent resolution authorities include bail-in and write-down tools which apply to certain liabilities and under which creditors must contribute to ensure the ongoing viability of the institution. These tools empower the competent resolution authority upon the occurrence of a specified crisis event to decide by exercising due discretion to write off certain liabilities in part or entirely or to convert these liabilities into equity of the institution, group entities, the parent entity or a bridge bank (<i>Brückeninstitut</i>). These measures entail the risk that creditors such as the holders of Instruments whose claims are affected (i) suffer a partial or complete write-down of the nominal amount of their outstanding claim or (ii) receive shares or other instruments of the core capital (<i>hartes Kernkapital</i>) in exchange for their claims.</p> <p>In addition, the Terms and Conditions or the Final Terms of subordinated Notes will and the other Instruments may provide for contractual provisions allowing a bail-in.</p> |
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|  |  | <p><i>Risks in relation to subordination and changes in the hierarchy of claims</i></p> <p>Creditors are exposed to a risk of subordination in connection with future amendments to German law. A different insolvency related hierarchy of claims in respect of claims such as eligible liabilities may be introduced by mandatory law, including with retrospective effect. This may mean that holders of certain types of Notes might incur losses or otherwise be affected before creditors of other "senior" eligible liabilities will need to absorb losses or otherwise be affected. Additionally, further amendments of the hierarchy of claims (also with retroactive effect), which may result in a subordinated treatment, cannot be excluded.</p> <p><b><i>[Insert in case of Notes other than subordinated Notes and Pfandbriefe: Early Redemption</i></b></p> <p>The Notes may be redeemable for taxation reasons. Following such early redemption a reinvestment of the redemption proceeds in comparable securities at an effective interest rate as high as that of the Instruments may not be possible.]</p> <p><b><i>[Insert in case of Notes or Pfandbriefe with a call option: Early redemption at the option of the Issuer</i></b></p> <p>[Further, the Notes][The Pfandbriefe] may be redeemable at the Issuer's option on one or more specific date(s) set out in the applicable Final Terms. Following such early redemption a reinvestment of the redemption proceeds in comparable securities at an effective interest rate as high as that of the [Notes][Pfandbriefe] may not be possible.]</p> <p><b><i>[Insert in case of fixed rate Notes or fixed rate Pfandbriefe: Risks relating to fixed rate [Notes][Pfandbriefe]</i></b></p> <p>The holder of a fixed rate [Note][Pfandbrief] is exposed to the risk that the price of such fixed rate [Note][Pfandbrief] falls as a result of changes in the market interest rate.]</p> <p><b><i>[Insert in case of floating rate Notes or floating rate Pfandbriefe: Risks relating to floating rate [Notes][Pfandbriefe]</i></b></p> <p>The holder of a floating rate [Note][Pfandbrief] is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of floating rate [Notes][Pfandbriefe] in advance.</p> <p>Specific risks arise in connection with the <b><i>[insert relevant reference interest rate(s)]</i></b> to which interest payments under the [Notes][Pfandbriefe] are linked. The London Inter-Bank Offered Rate (LIBOR), the Euro Interbank Offered Rate (EURIBOR) and other indices which are deemed "benchmarks" (each a "<b>Benchmark</b>" and together, the "<b>Benchmarks</b>") are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause a Benchmark (including the <b><i>[insert relevant reference interest rate(s)]</i></b> (if affected by these reforms)) to perform differently than in the past, or have other consequences which cannot be predicted.</p> |
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|  |  | <p>Although it is uncertain whether or to what extent any change in the administration or method of determining a Benchmark could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be, and/or could have an effect on the value of any [Notes][Pfandbriefe] whose interest or principal return is linked to the relevant Benchmark, investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under [Notes][Pfandbriefe] whose rate of interest or principal return is linked to a Benchmark (including, but not limited to, [floating rate Notes][floating rate Pfandbriefe]).]</p> <p><b><i>[Insert in case of Notes other than Pfandbriefe: Risks in connection with the application of the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen)</i></b></p> <p>The final terms in relation to a tranche of Notes may provide that the holders of such tranche of Notes may consent to amendments of the terms and conditions of such tranche of Notes or on other matters by majority resolution in accordance with the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen). If these provisions apply, a holder of Notes will be subject to the risk of being outvoted and to lose rights against the Issuer against his will in the case that other holders in relation to that tranche of Notes consent to amendments of the terms and conditions or on other matters by majority vote.]</p> <p><b><i>[In case of subordinated Notes insert: Risks relating to subordinated Notes</i></b></p> <p>The obligations under subordinated Notes constitute unsecured and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other subordinated obligations of the Issuer. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable under such obligations until the claims of all unsubordinated creditors of the Issuer shall have been satisfied in full.</p> <p>The subordinated Notes may be early redeemed at the option of the Issuer if the regulatory classification of the subordinated Notes has changed, that would likely result in it no longer being recognised as own funds, or in case of a change of the applicable tax treatment, in each case subject to fulfilment of certain other conditions. Following such early redemption a reinvestment of the redemption proceeds in a comparable security at an effective interest rate as high as that of the subordinated Notes may not be possible. Articles 63 lit. (b) and (j) of the Regulation (EU) No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 raise difficulties in terms of their interpretation and also allow for the understanding that (i) before each actual (mutual or unilateral) repurchase of subordinated Notes by the Issuer an approval of the regulatory authority is required and (ii) during the first five years after the issuance a repurchase is not permitted at all.</p> |
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|  |  | <p>This would render the Issuer's market making for subordinated Notes impossible. This, in turn, could lead to a decrease in market liquidity.</p> <p>The subordinated Notes are further subject to statutory loss absorption rules that can lead to all or part of the principal amount of the subordinated Notes (plus accrued but unpaid interest in respect thereof) to be written down on a permanent or temporary basis, or to be converted into common equity Tier 1 instruments or otherwise be applied to absorb losses of the Issuer, all or part of the principal amount of the subordinated Notes (plus accrued but unpaid interest in respect thereof) may be written down on a permanent or temporary basis, or be converted into common equity Tier 1 instruments or otherwise be applied to absorb losses of the Issuer in accordance with the then applicable law ("<b>Statutory Loss Absorption</b>").</p> <p>They further provide that no such Statutory Loss Absorption causes an event of default under the subordinated Notes. In addition, no such Statutory Loss Absorption shall cause an event of default under any other agreement between the Issuer and the holder of the relevant subordinated Notes. The holder of subordinated Notes has, in case of such Statutory Loss Absorption, no claims against the Issuer in respect of the amount written down or subject to conversion or otherwise applied to absorb losses as a result of such Statutory Loss Absorption.]</p> <p><b>[In case of Pfandbriefe insert: Risks relating to Pfandbriefe</b></p> <p>The value of the Pfandbriefe and the assets of the cover pool depends on a number of interrelated factors, including economic, financial and political events in Germany or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Pfandbriefe are traded. The price at which a holder of Pfandbriefe will be able to sell the Pfandbriefe prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.</p> <p><b>No Event of Default provisions</b></p> <p>The Terms and Conditions of the Pfandbriefe do not contain any events of default provisions.</p> <p><b>No Tax Gross-up</b></p> <p>Furthermore, in the event of the imposition of a withholding or deduction by way of tax on interest payments under the Pfandbriefe, no additional amounts will be paid to the holders of Pfandbriefe so that holders will receive interest payments net of such withholding or deduction.</p> <p><b>Risk of Insufficient Cover Assets</b></p> <p>In addition, it cannot be completely ruled out that the cover pool of Pfandbriefe will be insufficient to satisfy all outstanding claims of the holders. If and to the extent the respective cover pool is not sufficient to fulfil all outstanding payment claims in relation to the [Schiffspfandbriefe][Flugzeugpfandbriefe], the holders of Pfandbriefe will have a claim against the insolvency estate. However, such claim is likely to result in a loss of the holders of Pfandbriefe as the insolvency estate may not suffice to cover all creditors having claims against the insolvency estate completely.]</p> |
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**Section E – Offer**

| Element                  |                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                   |
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| <b>[E.2b<sup>4</sup></b> | <b>Reasons for the offer and use of proceeds</b>                                                         | [The net proceeds from each issue of [Notes][Pfandbriefe] by the Issuer will be used for its general financing purposes.] [•]                                                                                                                                                                                                                                                     |
| <b>[E.3<sup>5</sup></b>  | <b>Terms and conditions of the offer</b>                                                                 | [issue price] [The subscription period is from [•] to [•]] [The subscription period may be extended or shortened.] [Method of notification] [No public offer is being made or contemplated.] The total amount of the [issue] [offer] is [•].]                                                                                                                                     |
| <b>E.4</b>               | <b>A description of any interest that is material to the issue/offer including conflicting interests</b> | [Not applicable. So far as the Issuer is aware, no person involved in the offer of the [Notes][Pfandbriefe] is subject to any conflict of interest material to the offer.] [•]                                                                                                                                                                                                    |
| <b>E.7</b>               | <b>Estimated expenses charged to the investor by the issuer or the offeror</b>                           | Not applicable. The Issuer will not charge any costs or expenses directly to any investor. Investors must, however, inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities. |

<sup>4</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.*

<sup>5</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.*

## GERMAN TRANSLATION OF THE SUMMARY (Zusammenfassung)

*Zusammenfassungen sind zusammengesetzt aus Offenlegungspflichten, die als "Punkte" bekannt sind. Diese Punkte sind in die Abschnitte A – E (A.1 – E.7) nummeriert.*

*Diese Zusammenfassung enthält alle Punkte, die in eine Zusammenfassung für diese Art von Wertpapieren und Emittenten aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.*

*Auch wenn ein Punkt wegen der Art der Wertpapiere und der Emittenten in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Punktes unter Bezeichnung als "entfällt" enthalten.*

### Abschnitt A – Einleitung und Warnhinweise

| Punkt |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.1   | Einführung | <p><b>Warnhinweise, dass:</b></p> <ul style="list-style-type: none"> <li>die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte;</li> <li>sich der Anleger bei jeder Entscheidung in die [Schuldverschreibungen][Pfandbriefe] zu investieren, auf den Prospekt als Ganzen stützen sollte;</li> <li>ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und</li> <li>zivilrechtlich nur diejenigen Personen haften, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts gelesen wird, wesentliche Angaben, die in Bezug auf Anlagen in die [Schuldverschreibungen][Pfandbriefe] für die Investoren eine Entscheidungshilfe darstellen, vermissen lassen.</li> </ul>                                    |
| A.2   | Zustimmung | <p>[[Deutsche Bank Aktiengesellschaft,] [DVB Bank SE,] [DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main,] [Landesbank Baden-Württemberg] [und] [UniCredit Bank AG] [•] (jeweils ein "Platzeur" und, zusammen, die "Platzeure") und/oder jedes Kreditinstitut, das als Platzeur für eine bestimmte Emission auftritt und/oder jeder weitere Finanzintermediär, der die [Schuldverschreibungen][Pfandbriefe] anschließend weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den anschließenden Weiterverkauf oder die endgültige Platzierung der [Schuldverschreibungen][Pfandbriefe] [in Luxemburg] [und] [in der Bundesrepublik Deutschland] während des Zeitraums vom [•] bis [•] zu verwenden, <b>vorausgesetzt, dass</b> der Prospekt in Übereinstimmung mit Artikel 11 Absatz 2 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, noch gültig ist.</p> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden.</p> <p>Bei der Nutzung des Prospektes hat jeder Platzeur und/oder jeweiliger weiterer Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.</p> <p><b>Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein Angebot macht, informiert der Platzeur und/oder weitere Finanzintermediär die Investoren über die Angebotsbedingungen der [Schuldverschreibungen][Pfandbriefe] zum Zeitpunkt der Angebotsvorlage.]</b></p> <p>[Nicht anwendbar. Die Emittentin erteilt keine Zustimmung zur Prospektverwendung.]</p> |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Abschnitt B – Emittentin

| Punkt |                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B.1   | <b>Gesetzliche und kommerzielle Bezeichnung der Emittentin</b>                                                                | DVB Bank SE (die " <b>Gesellschaft</b> " oder " <b>Emittentin</b> " und zusammen mit ihren konsolidierten Tochtergesellschaften im Sinne des Aktiengesetzes, " <b>DVB</b> ", " <b>DVB Konzern</b> " oder die " <b>Gruppe</b> ") ist sowohl die gesetzliche als auch die kommerzielle Bezeichnung der Emittentin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| B.2   | <b>Sitz, Rechtsform, geltendes Recht, Land der Gründung</b>                                                                   | Die DVB Bank SE ist eine nach deutschem Recht gegründete und betriebene Societas Europaea mit Sitz in der Bundesrepublik Deutschland.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| B.4b  | <b>Beschreibung bereits bekannter Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken</b> | Die Emittentin wird beeinflusst durch das makroökonomische und branchenspezifische Umfeld im Transportsektor, sowie die allgemeinen wirtschaftlichen und rechtlichen Rahmenbedingungen in den Ländern, in denen sie tätig ist. DVB erwartet trotz der hohen Zyklizität auf lange Sicht ein Wachstum des Transportsektors. Die globale Finanzkrise, die Staatsschuldenkrise und die daraus resultierenden Unsicherheiten in der Entwicklung des weltweiten Transportsektors, die zunehmend angespannte geopolitische Lage und vermehrter Terrorismus sowie deren Auswirkungen auf die Weltkonjunktur, die zu erwartende Änderung der Politik in den USA infolge des Regierungswechsels und die diesbezüglichen Auswirkungen auf den Rest der Welt, das Mehrheitsvotum für den Austritt des Vereinigten Königreichs aus der Europäischen Union, sowie bestimmte Überkapazitäten in bestimmten Segmenten des Transportsektors können eine erhebliche Beeinträchtigung der Finanz- und Ertragslage des DVB Konzerns zur Folge haben. |
| B.5   | <b>Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe</b>                                        | DVB ist durch ihre wesentlichen operativen Gesellschaften, die DVB Bank SE, die DVB Bank America N.V., die DVB Group Merchant Bank (Asia) Ltd. und die DVB Transport Finance Limited, weltweit als Spezialfinanzierer im Verkehrsbereich tätig. Die DVB Bank SE ist die Muttergesellschaft der DVB.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| B.9   | <b>Gewinnprognosen oder -schätzungen</b>                                                                                      | Entfällt. Es erfolgt keine Gewinnprognose oder -schätzung.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| B.10  | <b>Art etwaiger Einschränkungen in den Bestätigungsvermerken zu den historischen Finanzinformationen</b>                      | Entfällt. Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, Niederlassung Eschborn/Frankfurt am Main hat die Konzernabschlüsse der DVB Bank SE für die zum 31. Dezember 2016 und zum 31. Dezember 2015 endenden Geschäftsjahre geprüft und jeweils mit einem uneingeschränkten Bestätigungsvermerk versehen.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| B.12  | <b>Ausgewählte wesentliche historische Finanzinformationen</b>                                                                | Die folgenden Tabellen enthalten ausgewählte Finanzinformationen zu der Vermögens-, Finanz- und Ertragslage der DVB. Die Finanzinformationen zu den zum 31. Dezember 2016 und 31. Dezember 2015 endenden Geschäftsjahren sind dem geprüften Konzernabschluss der DVB Bank SE für das zum 31. Dezember 2016 endende Geschäftsjahr (der die aufgrund einer Umgliederung aus den Sachanlagen in die Immateriellen Vermögenswerte angepassten Vergleichszahlen für das zum 31. Dezember 2015 endende Geschäftsjahr enthält) entnommen, der im Geschäftsbericht 2016 enthalten ist.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|  |                                                                                           |                                                                                                                                                                                                  |                      |                      |            |
|--|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|------------|
|  |                                                                                           | <b>Ausgewählte Daten aus der Bilanz (IFRS) (Zahlen aus dem geprüften Konzernabschluss für das zum 31. Dezember 2016 endende Geschäftsjahr)</b>                                                   |                      |                      |            |
|  |                                                                                           | <b>Aktiva (Mio €)</b>                                                                                                                                                                            | <b>31. Dez. 2016</b> | <b>31. Dez. 2015</b> | <b>%</b>   |
|  |                                                                                           | Forderungen an Kreditinstitute                                                                                                                                                                   | 1.610,4              | 1.116,8              | 44,2       |
|  |                                                                                           | Forderungen an Kunden                                                                                                                                                                            | 23.686,7             | 22.975,5             | 3,1        |
|  |                                                                                           | Risikovorsorge                                                                                                                                                                                   | -632,7               | -289,0               | –          |
|  |                                                                                           | Finanzanlagen                                                                                                                                                                                    | 288,8                | 349,8                | -17,4      |
|  |                                                                                           | Immaterielle Vermögenswerte <sup>1</sup>                                                                                                                                                         | 67,8                 | 104,6                | -35,2      |
|  |                                                                                           | Sachanlagen <sup>1</sup>                                                                                                                                                                         | 337,5                | 369,9                | -8,8       |
|  |                                                                                           | <b>Insgesamt</b>                                                                                                                                                                                 | <b>27.713,3</b>      | <b>26.610,5</b>      | <b>4,1</b> |
|  |                                                                                           | <sup>1</sup> Gegenüber dem Konzernabschluss 2015 wurde eine Umgliederung aus den Sachanlagen in die Immateriellen Vermögenswerte vorgenommen. Die Vorjahreszahlen wurden entsprechend angepasst. |                      |                      |            |
|  |                                                                                           | <b>Passiva (Mio €)</b>                                                                                                                                                                           | <b>31. Dez. 2016</b> | <b>31. Dez. 2015</b> | <b>%</b>   |
|  |                                                                                           | Verbindlichkeiten gegenüber Kreditinstituten                                                                                                                                                     | 3.273,6              | 2.457,0              | 33,2       |
|  |                                                                                           | Verbindlichkeiten gegenüber Kunden                                                                                                                                                               | 7.839,6              | 7.510,8              | 4,4        |
|  |                                                                                           | Verbriefte Verbindlichkeiten                                                                                                                                                                     | 12.722,3             | 13.141,9             | -3,2       |
|  |                                                                                           | Eigenkapital                                                                                                                                                                                     | 1.275,7              | 1.429,5              | -10,8      |
|  |                                                                                           | Davon: Grundkapital                                                                                                                                                                              | 115,6                | 116,7                | -0,9       |
|  |                                                                                           | Kapitalrücklage                                                                                                                                                                                  | 312,7                | 321,3                | -2,7       |
|  |                                                                                           | Gewinnrücklagen                                                                                                                                                                                  | 835,9                | 975,5                | -14,3      |
|  |                                                                                           | <b>Insgesamt</b>                                                                                                                                                                                 | <b>27.713,3</b>      | <b>26.610,5</b>      | <b>4,1</b> |
|  |                                                                                           |                                                                                                                                                                                                  |                      |                      |            |
|  |                                                                                           | <b>Ausgewählte Daten aus der Gewinn- und Verlustrechnung (IFRS) (Zahlen aus dem geprüften Konzernabschluss für das zum 31. Dezember 2016 endende Geschäftsjahr)</b>                              |                      |                      |            |
|  |                                                                                           | <b>(Mio €, sofern nicht anders angegeben)</b>                                                                                                                                                    | <b>1. Jan. 2016</b>  | <b>1. Jan. 2015</b>  | <b>%</b>   |
|  |                                                                                           |                                                                                                                                                                                                  | <b>31. Dez. 2016</b> | <b>31. Dez. 2015</b> |            |
|  |                                                                                           | Zinsüberschuss                                                                                                                                                                                   | 209,0                | 183,7                | 13,8       |
|  |                                                                                           | Risikovorsorge im Kreditgeschäft                                                                                                                                                                 | -381,4               | -141,5               | –          |
|  |                                                                                           | <b>Zinsüberschuss nach Risikovorsorge</b>                                                                                                                                                        | <b>-172,4</b>        | <b>42,2</b>          | <b>–</b>   |
|  |                                                                                           | Provisionsüberschuss                                                                                                                                                                             | 119,2                | 103,3                | 15,4       |
|  |                                                                                           | Verwaltungs- aufwendungen                                                                                                                                                                        | -177,5               | -180,9               | -1,9       |
|  |                                                                                           | Sonstiges betriebliches Ergebnis                                                                                                                                                                 | 99,6                 | 14,7                 | –          |
|  |                                                                                           | <b>Konzernergebnis vor IAS 39, Bankenabgabe, Sicherungseinrichtung BVR<sup>1</sup> und Steuern</b>                                                                                               | <b>-121,5</b>        | <b>-16,8</b>         | <b>–</b>   |
|  |                                                                                           | Ergebnis aus Finanzinstrumenten gemäß IAS 39                                                                                                                                                     | -2,7                 | 70,8                 | –          |
|  |                                                                                           | <b>Konzernergebnis vor Steuern</b>                                                                                                                                                               | <b>-135,3</b>        | <b>46,1</b>          | <b>–</b>   |
|  |                                                                                           | <b>Konzernergebnis</b>                                                                                                                                                                           | <b>-138,7</b>        | <b>45,6</b>          | <b>–</b>   |
|  |                                                                                           | <b>Ergebnis je Aktie</b>                                                                                                                                                                         |                      |                      |            |
|  |                                                                                           | Unverwässertes Ergebnis je Aktie (€)                                                                                                                                                             | -3,06                | 1,00                 | –          |
|  |                                                                                           | Verwässertes Ergebnis je Aktie (€)                                                                                                                                                               | -3,06                | 1,00                 | –          |
|  |                                                                                           | <sup>1</sup> Bundesverband der Deutschen Volksbanken und Raiffeisenbanken.                                                                                                                       |                      |                      |            |
|  | <b>Eine Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten</b> | Seit dem 31. Dezember 2016 sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der DVB Bank SE eingetreten.                                                                     |                      |                      |            |

|             |                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | <b>veröffentlichten<br/>geprüften<br/>Abschlusses nicht<br/>wesentlich<br/>verschlechtert<br/>haben, oder<br/>Beschreibung jeder<br/>wesentlichen<br/>Verschlechterung</b>                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | <b>Eine Beschreibung<br/>wesentlicher<br/>Veränderungen bei<br/>Finanzlage oder<br/>Handelsposition der<br/>Emittentin, die nach<br/>dem von den<br/>historischen<br/>Finanzinformationen<br/>abgedeckten<br/>Zeitraum eingetreten<br/>sind</b> | Entfällt. Seit dem 31. Dezember 2016 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der DVB Bank SE eingetreten.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>B.13</b> | <b>Jüngste<br/>Entwicklungen</b>                                                                                                                                                                                                                | Entfällt. Es gibt keine Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der DVB Bank SE seit dem letzten veröffentlichten geprüften Konzernabschluss für das Geschäftsjahr endend zum 31. Dezember 2016, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>B.14</b> | Bitte Punkt B.5 zusammen mit den unten stehenden Informationen lesen.<br><b>Angabe zur<br/>Abhängigkeit von<br/>anderen<br/>Unternehmen<br/>innerhalb der<br/>Gruppe</b>                                                                        | Entfällt. Die DVB Bank SE ist die Muttergesellschaft des DVB Konzerns.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>B.15</b> | <b>Beschreibung der<br/>Haupttätigkeiten der<br/>Emittentin</b>                                                                                                                                                                                 | <p>Die DVB Bank SE ist ein Kreditinstitut und die Muttergesellschaft der DVB (siehe Element B.5). Die DVB ist ein Spezialfinanzierer für ausgewählte Segmente der globalen Transportbranche und Anbieter ausgewählter Verkehrsmarkt-bezogener Dienstleistungen. Die DVB ist durch ihre operativen Gesellschaften weltweit als Spezialfinanzierer im Verkehrsbereich tätig.</p> <p>Geschäftsbereiche der DVB sind:</p> <ul style="list-style-type: none"> <li>- Shipping Finance</li> <li>- Aviation Finance</li> <li>- Offshore Finance</li> <li>- Land Transport Finance</li> <li>- Investment Management</li> </ul> <p>Die Basis für die Tätigkeit der DVB wird durch die von ihr betriebenen Marktanalysen (Asset &amp; Market Research) gebildet. Das Asset &amp; Market Research analysiert die Entwicklung der für die Tätigkeit der DVB relevanten Segmente des Verkehrsmarktes und der Marktentwicklung einzelner Anlagegegenstände, die die DVB finanziert.</p> |
| <b>B.16</b> | <b>Beteiligung;<br/>Beherrschungs-<br/>verhältnis</b>                                                                                                                                                                                           | Die DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main (" <b>DZ BANK</b> ") hält derzeit mehr als 95 % der Aktien der DVB Bank SE und beherrscht damit die DVB Bank SE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|      |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B.17 | <b>Kreditratings der Emittentin oder ihrer Schuldtitel</b> | <p>Der DVB Bank SE wurde von Standard &amp; Poor's Credit Market Services Europe Limited ("<b>Standard &amp; Poor's</b>")<sup>(1)(2)</sup> das Long-term Counterparty Credit Rating A+<sup>(3)</sup> und das Short-term Credit Rating A-1<sup>(3)</sup> (Ausblick negativ) verliehen. Im Rahmen des Ratings der Genossenschaftlichen FinanzGruppe hat Fitch Ratings Ltd. ("<b>Fitch</b>")<sup>(2)(4)</sup> der DVB Bank SE das Long-term Issuer Default Rating AA-<sup>(3)</sup> (Gruppenrating) und das Short-term Issuer Default Rating F1+<sup>(3)</sup> (Gruppenrating) verliehen. In diesem Rahmen hat Fitch außerdem die Ratings für DVB's Debt Issuance Programme: LT Senior Unsecured AA-<sup>(3)</sup> und ST Senior Unsecured F1+<sup>(3)</sup> verliehen.</p> <p><b>[Ggf. Rating für einzelnes Instrument einfügen]</b></p> |
|------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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- 1) Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils gültigen Fassung (die "Ratingagentur-Verordnung"), registriert.
- (2) Die Europäische Wertpapier und Marktaufsichtsbehörde veröffentlicht auf ihrer Webseite (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.
- (3) Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Investor daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.
- (4) Fitch hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Ratingagentur-Verordnung registriert.

## Abschnitt C – Wertpapiere

| Punkt |                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.1   | Gattung und Art der Wertpapiere, einschließlich der Wertpapierkennnummer                                                                   | <p><b>Gattung</b><br/>Die Emittentin begibt [Schuldverschreibungen (die "Schuldverschreibungen")]<br/>[Flugzeugpfandbriefe (die „Flugzeugpfandbriefe“ oder die "Pfandbriefe")]<br/>[Schiffspfandbriefe (die „Schiffspfandbriefe“ oder die "Pfandbriefe")].</p> <p><b>Wertpapierkennnummer(n)</b><br/>[Vorläufige] ISIN: [•]<br/>[Vorläufiger] Common Code: [•]<br/>[Vorläufige] WKN [•]<br/>[Vorläufige] [Andere: [•]]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| C.2   | Währung der Wertpapieremission                                                                                                             | Die [Schuldverschreibungen][Pfandbriefe] werden in [•] begeben.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| C.5   | Beschränkungen der freien Übertragbarkeit der Wertpapiere                                                                                  | Entfällt. Die [Schuldverschreibungen][Pfandbriefe] sind frei übertragbar.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| C.8   | Rechte, die mit den Wertpapieren verbunden sind, Rangfolge der Wertpapiere und Einschränkungen der mit den Wertpapieren verbundenen Rechte | <p><b>Rechte, die mit den [Schuldverschreibungen][Pfandbriefen] verbunden sind</b><br/>Jeder Gläubiger von [Schuldverschreibungen][Pfandbriefen] hat das Recht, Zahlungen von Zinsen und Kapital von der Emittentin zu verlangen, wenn diese Zahlungen gemäß den Emissionsbedingungen der [Schuldverschreibungen][Pfandbriefe] fällig sind.</p> <p><b>Rangfolge der [Schuldverschreibungen][Pfandbriefe]</b><br/><b>[Im Falle von nicht nachrangigen Schuldverschreibungen (ausgenommen Pfandbriefe) einfügen:</b><br/>Bei den Schuldverschreibungen handelt es sich um unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen Verbindlichkeiten derselben Emittentin gleichrangig sind.]</p> <p><b>[Im Falle von nachrangigen Schuldverschreibungen (ausgenommen Pfandbriefe) einfügen:</b><br/>Bei den Schuldverschreibungen handelt es sich um unbesicherte und nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der DVB Bank SE gleichrangig sind. Bei Auflösung, Liquidation, Einleitung eines Insolvenzverfahrens über das Vermögen der Emittentin oder eines Vergleichsverfahrens oder von ähnlichen Verfahren zur Vermeidung der Einleitung eines Insolvenzverfahrens über das Vermögen der oder gegen die Emittentin, gehen diese Verbindlichkeiten den Ansprüchen aller nicht nachrangigen Gläubiger der Emittentin im Range nach.]</p> |

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|  |  | <p><b>[Im Falle von Pfandbriefen einfügen:</b><br/>Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind und die im gleichen Rang mit allen anderen Verbindlichkeiten der Emittentin aus etwaigen anderen Pfandbriefen und etwaigen Verbindlichkeiten der Emittentin aus als Deckung verwendeten Derivategeschäften, wie in § 4 Absatz 3 Pfandbriefgesetz beschrieben, stehen.<br/>Die Pfandbriefe sind durch einen separaten Deckungsstock, wie nachstehend beschrieben, nach Maßgabe des Pfandbriefgesetzes gedeckt.</p> <p><b>[Im Falle von Schiffspfandbriefen einfügen:</b><br/>Geeignete Schiffsdarlehen, Derivate und andere Finanzanlagen, die ordnungsgemäß in das Deckungsregister der Schiffspfandbriefe gemäß den anwendbaren Bestimmungen des Pfandbriefgesetzes eingetragen sind, dienen als Sicherheit für die Schiffspfandbriefe.]</p> <p><b>[Im Falle von Flugzeugpfandbriefen einfügen:</b><br/>Geeignete Flugzeugdarlehen, Derivate und andere Finanzanlagen, die ordnungsgemäß in das Deckungsregister der Flugzeugpfandbriefe gemäß den anwendbaren Bestimmungen des Pfandbriefgesetzes eingetragen sind, dienen als Sicherheit für die Flugzeugpfandbriefe.]]</p> <p><b>Rückzahlung</b><br/>Die [Schuldverschreibungen][Pfandbriefe] sehen eine Rückzahlung zum Nennwert am [Fälligkeitstag] ("Fälligkeitstag") vor.</p> <p><b>[Im Falle von Schuldverschreibungen (ausgenommen nachrangige Schuldverschreibungen und Pfandbriefe) einfügen: Vorzeitige Rückzahlung aus steuerlichen Gründen:</b><br/>Die Emittentin kann, nachdem sie ordnungsgemäß gekündigt hat, die ausstehenden Schuldverschreibungen in ihrer Gesamtheit, jedoch nicht nur einen Teil von ihnen, aus steuerlichen Gründen zurückzahlen.]</p> <p><b>[Im Falle von Schuldverschreibungen oder Pfandbriefen mit "Call Option" einfügen: Vorzeitige Rückzahlung nach Wahl der Emittentin</b><br/>Die Emittentin kann nach ihrer Wahl, nachdem sie ordnungsgemäß gekündigt hat, die [Schuldverschreibungen][Pfandbriefe] vor dem Fälligkeitstag insgesamt oder teilweise am [Wahlrückzahlungstag(e)] (Call) einfügen] zurückzahlen.]</p> |
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|            |                                                                                                                                                                                                                                                                                                                                    | <p><b>[Im Fall von nachrangigen Schuldverschreibungen einfügen:</b><br/> <b>Vorzeitige Rückzahlung aus regulatorischen oder steuerlichen Gründen</b><br/>         Die Emittentin kann nach ihrer Wahl, nachdem sie ordnungsgemäß gekündigt hat, die Schuldverschreibungen vorzeitig zurückzahlen, wenn mindestens fünf Jahre seit der Begebung der Schuldverschreibungen vergangen sind und bestimmte weitere Voraussetzungen erfüllt sind. Die Emittentin kann nach ihrer Wahl, nachdem sie ordnungsgemäß gekündigt hat, die Schuldverschreibungen vorzeitig zurückzahlen, bevor fünf Jahre seit der Begebung der Schuldverschreibungen vergangen sind, wenn sich die aufsichtsrechtliche Einstufung der Schuldverschreibungen so ändert, dass es wahrscheinlich ist, dass die Schuldverschreibungen nicht mehr als Eigenmittel anerkannt werden, oder wenn sich die steuerliche Behandlung ändert, und jeweils bestimmte weitere Voraussetzungen erfüllt sind.]</p> <p><b>[Im Falle von nichtnachrangigen Schuldverschreibungen (ausgenommen Pfandbriefe) einfügen:</b><br/> <b>Kündigungsgründe</b><br/>         Die Schuldverschreibungen sehen Kündigungsgründe vor, bei deren Vorliegen die Gläubiger die sofortige Rückzahlung der Schuldverschreibungen verlangen können.]</p> <p><b>[Im Falle von Schuldverschreibungen (ausgenommen Pfandbriefe), einfügen: Gläubigerversammlung</b><br/>         Die Schuldverschreibungen enthalten Bestimmungen zu Gläubigerbeschlüssen.]</p> <p><b>Vorlegungsfristen, Verjährung</b><br/>         Die Rechte auf Zahlung von Kapital und Zinsen (falls gegeben) aus den [Schuldverschreibungen][Pfandbriefen] unterliegen einer Verjährungsfrist von zwei Jahren. Die Verjährungsfrist beginnt mit Ablauf der Vorlegungsfrist für die [Schuldverschreibungen][Pfandbriefe], die auf 10 Jahre verkürzt wird.</p> |
| <b>C.9</b> | Bitte Punkt C.8. zusammen mit den unten stehenden Informationen lesen.<br><b>Zinssatz</b> /<br><b>[Festverzinsliche</b><br><b>[Schuldverschreibungen][Pfandbriefe]]/</b><br><b>[Variabel</b><br><b>verzinsliche</b><br><b>[Schuldverschreibungen</b><br><b>gen][Pfandbriefe]]</b> /<br><b>Fälligkeitstag</b> /<br><b>[Rendite]</b> | <b>Zinssatz</b><br><b>[Im Falle von festverzinslichen Schuldverschreibungen oder festverzinslichen Pfandbriefen einfügen:</b> Die [Schuldverschreibungen][Pfandbriefe] werden vom <b>[erster Zinstag]</b> (einschließlich) an bis zum <b>[Fälligkeitstag]</b> (ausschließlich), zu einem Zinssatz von <b>[Zinssatz]</b> verzinst. Zinsen sind nachträglich jährlich am <b>[Zinstag(e)]</b> zu zahlen. Die erste Zinszahlung erfolgt am <b>[•]</b> [und beläuft sich auf <b>[•]</b> je [Schuldverschreibung][Pfandbrief] in einer Stückelung von <b>[•]</b> ][und auf <b>[•]</b> je Schuldverschreibung][Pfandbrief] in einer Stückelung von <b>[•]</b> ].]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|  |  | <p><b>[Im Falle von variabel verzinslichen Schuldverschreibungen oder variabel verzinslichen Pfandbriefen einfügen:</b> Die [Schuldverschreibungen][Pfandbriefe] werden ab dem <b>[erster Zinstag]</b> (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) bezogen auf ihren Nennwert verzinst. Die Zinsen der [Schuldverschreibungen][Pfandbriefe] sind an jedem Zinszahlungstag zu entrichten. Der Zinssatz basiert auf <b>[[EUROBOR][LIBOR][●]]</b>. Der Zinssatz für jede Zinsperiode (wie nachstehend definiert) ist der Angebotssatz (ausgedrückt als Prozentsatz <i>per annum</i>) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr [(Brüsseler Ortszeit)] [(Londoner Ortszeit)] angezeigt wird <b>[[zuzüglich][abzüglich]</b> der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.</p> <p><b>"Marge"</b> meint [●] %.</p> <p><b>"Zinszahlungstag"</b> meint [●]</p> <p><b>"Zinsperiode"</b> meint [●]</p> <p><b>"Zinsfestlegungstag"</b> bezeichnet den [zweiten] <b>[zutreffende andere Zahl von Tagen einfügen]</b> Geschäftstag (wie nachstehend definiert) vor Beginn der jeweiligen Zinsperiode.</p> <p><b>"Geschäftstag"</b> bezeichnet <b>[falls die festgelegte Währung nicht Euro ist, einfügen:</b> einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in <b>[sämtliche relevanten Finanzzentren einfügen]</b> geöffnet sind und Devisenmärkte Zahlungen in <b>[sämtliche relevanten Finanzzentren einfügen]</b> abwickeln] <b>[falls die festgelegte Währung Euro ist, einfügen:</b> einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des <i>Trans-European Automated Real-time Gross Settlement Express Transfer System</i> (TARGET2) betriebsbereit sind, um die betreffende Zahlung abzuwickeln.]</p> <p><b>Rückzahlungsverfahren</b></p> <p>Zahlungen in Bezug auf die [Schuldverschreibungen][Pfandbriefe] erfolgen an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.</p> <p><b>Vertreter der Gläubiger der Schuldverschreibungen</b></p> <p>[Entfällt; in den Anleihebedingungen ist kein gemeinsamer Vertreter der Gläubiger der Schuldverschreibungen bestimmt.] <b>[[●]</b> ist der gemeinsame Vertreter der Gläubiger der Schuldverschreibungen.]</p> <p><b>[Im Falle von festverzinslichen Schuldverschreibungen oder festverzinslichen Pfandbriefen einfügen: Rendite</b></p> <p>Die Rendite entspricht [●] % <i>per annum</i>.]</p> |
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| [C.10] <sup>6</sup> | Bitte Punkt C.9. zusammen mit den unten stehenden Informationen lesen.<br><b>Derivative Komponente bei der Zinszahlung</b>                       | Entfällt. Die Zinszahlung weist keine derivative Komponente auf.]                                                                                                                                                                                                                                                                                                                                                                        |
| [C.11] <sup>7</sup> | <b>Einführung in einen regulierten Markt oder einem gleichwertigen Markt</b>                                                                     | [Für die unter dem Programm begebenen [Schuldverschreibungen][Pfandbriefe] ist ein Antrag auf Zulassung zum Börsenhandel im regulierten Markt der [Luxemburger Wertpapierbörse] <b>[regulierter Markt anderer Wertpapierbörse]</b> gestellt worden.]<br><br>[Entfällt. Die Emittentin beabsichtigt nicht einen Antrag auf Handel der [Schuldverschreibungen][Pfandbriefe] an einem regulierten Markt einer Wertpapierbörse zu stellen.]] |
| [C.21] <sup>8</sup> | <b>Angabe des Markts, an dem die [Schuldverschreibungen][Pfandbriefe] künftig gehandelt werden und für den der Prospekt veröffentlicht wurde</b> | [Für die unter dem Programm begebenen [Schuldverschreibungen][Pfandbriefe] ist ein Antrag auf Zulassung zum Börsenhandel im regulierten Markt der [Luxemburger Wertpapierbörse] <b>[regulierter Markt anderer Wertpapierbörse]</b> gestellt worden.]<br><br>[Entfällt. Die Emittentin beabsichtigt nicht einen Antrag auf Handel der [Schuldverschreibungen][Pfandbriefe] an einem regulierten Markt einer Wertpapierbörse zu stellen.]] |

<sup>6</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.*

<sup>7</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.*

<sup>8</sup> Not required for Instruments with a Specified Denomination of less than €100,000.  
*Nicht erforderlich bei Instrumenten mit einer Stückelung von weniger als €100.000.*

## Abschnitt D – Risiken

| Punkt |                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| D.2   | <p><b>Zentrale Angaben zu den zentralen Risiken, die der Emittentin eigen sind</b></p> | <p><u>Branchenbezogene Risiken</u></p> <p><i>Klumpenrisiken</i><br/> Der Schwerpunkt der DVB liegt auf den internationalen Verkehrsmärkten. Dieser Schwerpunkt kann zur Bildung von Klumpenrisiken führen. Sofern bestimmte Faktoren eine systematisch negative Wirkung auf einen spezifischen Transportsektor haben, beispielsweise auf den Schiffsverkehr, die Ölförderung, oder Luft- und Landtransporte oder falls Ereignisse auftreten, die weltweite oder zumindest weitreichende Auswirkungen auf einen spezifischen Sektor haben, könnte sich dies auf das Geschäft der DVB in diesem Bereich erheblich negativ auswirken. Anders als viele der Banken und Unternehmen mit denen DVB in ihren diversen Geschäftsbereichen konkurriert, betreibt DVB kein Bankprivatkundengeschäft und auch keine anderen Geschäftsbereiche, durch die sie ihre Geschäftstätigkeit jenseits des Bereichs Transport Finance und den damit verbundenen Tätigkeiten diversifizieren könnte. Zur Vermeidung solcher Klumpenrisiken diversifiziert DVB ihr Darlehensportfolio, sowohl in geographischer Hinsicht und bezüglich der Teilmärkte des Transportmarktes, in welchen DVB Finanzierungen anbietet, als auch im Hinblick auf die finanzierten Vermögenswerte in den einzelnen Teilmärkten des Transportmarktes.</p> <p><i>Risiken, die mit der Situation auf dem Verkehrsmarkt und der Konjunktur in Verbindung stehen</i><br/> Die Nachfrage nach den Leistungen der DVB hängt in hohem Maße von der Investitionstätigkeit in den Schifffahrts-, Luftverkehrs-, Offshore und den Landtransportsegmenten des Transportmarktes ab, in denen DVB sich betätigt. Diese Tätigkeit ist von der gesamtwirtschaftlichen Entwicklung abhängig. Die Finanz- und Staatsschuldenkrise sowie die sich daran anschließende Wirtschaftskrise führten zu einem Rückgang solcher Investitionsaktivitäten. Sollte diese Krise andauern oder sich sogar verschärfen, könnte die daraus resultierende Unsicherheit der Marktteilnehmer bezüglich der zukünftigen wirtschaftlichen Rahmenbedingungen einen anhaltend negativen Einfluss auf DVB's Geschäftstätigkeit haben, insbesondere, wenn diese Krise zur Ausdehnung und Verschärfung wirtschaftlicher Probleme führt. Weitere Auswirkungen auf die Weltkonjunktur, welche die Geschäftstätigkeit der DVB negativ beeinflussen könnten, können sich insbesondere aus der zunehmend angespannten geopolitischen Lage und vermehrtem Terrorismus sowie aus politischen Entwicklungen, wie der zu erwartenden Änderung der Politik in den USA infolge des Regierungswechsels und dem Mehrheitsvotum für den Austritt des Vereinigten Königreichs aus der Europäischen Union ergeben. Trotz eines positiveren Ausblicks und der Erwartung von stärkerem Wachstum für das Jahr 2017 infolge von Fortschritten in einigen Schwellenmärkten und Ländern mit niedrigem Einkommen, zeigte sich insbesondere in Bezug auf den Öl-Markt und Produkte der Ölindustrie ein anhaltender Trend in Form von Überkapazitäten und niedrigen Ölpreisen, was zu einer Drosselung der Öl-Förderung seitens bedeutender Produzenten führte. Eine auf diese Krise oder andere</p> |

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|  |  | <p>Gründe zurückzuführende rückläufige Entwicklung der Aktivitäten im Gesamtmarkt sowie insbesondere in den für DVB bedeutsamen Teilmärkten des Transportmarktes könnte zudem wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.</p> <p><i>Risiken aufgrund der Wettbewerbssituation</i><br/> Im Hinblick auf ihre Finanzaktivitäten, finanzbezogenen Dienstleistungen und Leistungen bezüglich ergänzender Vermögensgegenstände steht die DVB mit einer Reihe unterschiedlicher Akteure im Wettbewerb.<br/> Die nachstehenden Faktoren könnten sich nachteilig auf die Entwicklung der DVB auswirken:</p> <ul style="list-style-type: none"> <li>• Zunahme der Zahl der Banken oder alternativer Kapitalgeber, die im Markt für Verkehrsfinanzierung tätig sind, oder ihrer Bereitschaft zur Risikoübernahme;</li> <li>• Banken oder alternative Kapitalgeber mit günstigerem Zugang zur Refinanzierung (auch mittels staatlicher Beihilfen) oder finanzstarke Organisationen entwickeln einen stärkeren Schwerpunkt auf dem Verkehrsmarkt; und</li> <li>• Gesellschaften, mit denen die DVB hinsichtlich ihres Leistungsangebots im Wettbewerb steht, weiten ihre Aktivitäten in Tätigkeitsbereiche der DVB aus.</li> </ul> <p>Wenn die Kunden der DVB keinen Zugang zu ausreichender Finanzierung haben, könnte dies zur Insolvenz dieser Kunden aufgrund von Zahlungsunfähigkeit führen.</p> <p><u><i>Risiken in Bezug auf die Geschäftstätigkeit der DVB</i></u></p> <p><i>Abhängigkeit von der DZ BANK</i><br/> Die DZ BANK hält derzeit mehr als 95 % der Aktien der DVB Bank SE. Die DZ BANK hat der DVB zudem das Verlangen übermittelt, die Hauptversammlung über die Übertragung der Aktien der übrigen Aktionäre auf die DZ BANK abstimmen zu lassen (Squeeze Out). Im Rahmen der Geschäftsbeziehungen mit der DZ BANK und ihren Tochtergesellschaften erhält die DVB Bank SE ihre Refinanzierung für das Darlehensgeschäft zu einem großen Teil von der DZ BANK. Wenn die DZ BANK nicht mehr bereit oder in der Lage ist, der DVB Bank SE ausreichende Refinanzierung zu annehmbaren Bedingungen zur Verfügung zu stellen, könnte dies wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben und könnte sogar zu ihrer Zahlungsunfähigkeit führen.</p> <p><i>Risiken aufgrund von Ausfällen von Gegenparteien</i><br/> Die DVB ist weltweit in erster Linie als Darlehensgeber in Teilmärkten des Verkehrsmarktes tätig, die zyklisch, krisenanfällig und konjunkturabhängig sind. Die von der DVB angebotenen Finanzierungslösungen umfassen sowohl herkömmliche Darlehen als auch strukturierte Finanzierungslösungen, wie etwa Leasingfinanzierung und steuerbasierte Finanzierungsstrukturen.</p> <p>Sollten Gegenparteien bezüglich bedeutender Forderungen ausfallen, ohne dass DVB in der Lage wäre diese Verluste in ausreichender Weise durch den Rückgriff auf Sicherheiten oder anderweitige Maßnahmen auszugleichen, könnte dies wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.</p> <p>Im Falle einer Krise in einem Teilbereich des Verkehrsmarkts, für welche die DVB Finanzierungen bereitstellt, kann dies zu einem dauerhaften Ausfall von</p> |
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|  |  | <p>Darlehensnehmern und Verlusten bei dem Versuch der Realisierung von Sicherheiten führen und kann sich somit wesentlich nachteilig auf die Finanz- und Ertragslage der DVB auswirken. Dieses Risiko kann sich insbesondere infolge der Finanz- und Staatsschuldenkrise sowie der gegenwärtigen politischen und geopolitischen Entwicklungen und Spannungen und deren Auswirkungen auf die Weltkonjunktur verwirklichen und praktisch alle Teilmärkte des Verkehrsmarktes betreffen.</p> <p><i>Risiken in Bezug auf Sicherheiten</i></p> <p>Die DVB gewährt Darlehen üblicherweise nur gegen eine Sicherheit an den finanzierten Vermögensgegenständen. Auf dieser Grundlage stellt die DVB auch Darlehen ohne Rückgriffsanspruch bereit, d.h. Darlehen, für die der Darlehensnehmer nicht persönlich haftet, sondern die nur durch gewisse Sicherheiten gesichert sind.</p> <p>Nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB können sich insbesondere dadurch ergeben, dass:</p> <ul style="list-style-type: none"> <li>• die Sicherheit nicht wirksam bestellt wurde oder in dem Rechtssystem, in dem sich der Vermögensgegenstand zum Zeitpunkt des Versuchs seiner Pfändung befindet, nicht anerkannt wird;</li> <li>• es sich bei den von der DVB finanzierten Vermögensgegenständen hauptsächlich um bewegliche Sachen handelt, die häufig für den grenzüberschreitenden Transport verwendet werden, was zu Verzögerungen bei ihrer Pfändung und Verwertung oder sogar zur völligen Verhinderung der Verwertung führen kann;</li> <li>• es sich bei den von der DVB finanzierten Vermögensgegenständen, insbesondere im Offshore Segment, häufig um spezialisierte, für einen Verwendungszweck maßgefertigte, Vermögensgegenstände handelt, was die Verwendung dieser Vermögensgegenstände an anderen Standorten erschweren könnte und dadurch deren Verwertung erschweren oder unmöglich machen kann;</li> <li>• die Beurteilungen und Prognosen der DVB hinsichtlich des Werts der Sicherheit und ihrer voraussichtlichen Verwertbarkeit sich möglicherweise als unzutreffend erweisen, z.B. wegen rascher technologischer Innovationen, einer anhaltenden Krise des Verkehrsmarktes, einer Deflation oder infolge der Finanz- und Staatsschuldenkrise; und</li> <li>• die DVB im Falle von Kreditausfällen von Kunden von Zeit zu Zeit zur Übernahme des Besitzes oder des Eigentums von zur Sicherung von Krediten bestellten Vermögensgegenständen verpflichtet ist. Insbesondere Vermögensgegenstände wie Tanker und Ölbohrplattformen stellen im Falle des Entweichens von Öl, Chemikalien oder anderer umweltschädlicher Substanzen ein Risiko für die Umwelt dar. Wegen in vielen Ländern geltender strenger Umweltschutzbestimmungen könnte die DVB für daraus entstehende Schäden einer Haftung unterliegen.</li> </ul> <p><i>Risiken aufgrund von Gesetzesverstößen durch Joint Venture(s) der DVB</i></p> <p>Die DVB ist an einer Reihe von Jointventures beteiligt, vor allem im Fondsgeschäft, aber in begrenztem Umfang auch im operativen Geschäft. Die DVB hat über diese Unternehmen nicht die gleiche Kontrolle wie über ihre Konzerngesellschaften; außerdem kann die DVB die</p> |
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|  |  | <p>Handlungen ihrer Jointventure-Partner nicht kontrollieren. Es ist auch möglich, dass es zu wesentlichen Meinungsverschiedenheiten zwischen der DVB und einem oder mehreren ihrer Jointventure-Partner kommt. Falls die Handlungen dieser Unternehmen oder der Jointventure-Partner der DVB gegen geltende Gesetze oder Bestimmungen verstoßen, könnte dies das Ansehen der DVB schädigen, zu Geldbußen oder sonstigen negativen Sanktionen führen und sich wesentlich nachteilig auf das Geschäft, die Finanz- und Ertragslage der DVB auswirken.</p> <p><i>Refinanzierungsrisiken</i><br/>Die DVB hat sich auf die Finanzierung im Verkehrsmarkt spezialisiert. Weder die DVB Bank SE noch ein anderes DVB-Unternehmen ist im Einlagengeschäft für Privatkunden in einer Weise tätig, die wesentlich zur Refinanzierung des Darlehensgeschäfts beiträgt. Daher ist die DVB von anderen Quellen der Refinanzierung abhängig.</p> <p><i>Zinsrisiken</i><br/>Die DVB unterliegt insofern Zinsrisiken, als dass Aktiv- und Passivpositionen mit unterschiedlichen Laufzeiten hinsichtlich Höhe und Zinssatz nicht übereinstimmen. Sofern keine Zinsswap-Absicherungen erfolgen oder nicht zu annehmbaren Kosten zur Verfügung stehen, besteht das Risiko, dass die DVB höhere Zinsen für ihre langfristige Refinanzierung zu zahlen hätte, als sie durch ihr Darlehensgeschäft einnehmen kann, wenn sich die Entwicklung der Zinssätze als ungünstig erweist, oder dass (zumindest) ein Teil ihrer Zinsmarge durch eine solche Entwicklung aufgezehrt wird. Sollten die Kosten der Refinanzierung nach der Darlehensgewährung steigen, könnte sich dies nachteilig auf die Ertragslage der DVB auswirken. Diese Vorgänge könnten eine nachteilige Wirkung auf die Finanz- und Ertragslage der DVB haben.</p> <p><i>Währungsrisiken</i><br/>Währungsrisiken können u.a. auftreten:</p> <ul style="list-style-type: none"> <li>• bei der Refinanzierung in Euro von in US-Dollar gewährten Darlehen;</li> <li>• hinsichtlich der Sicherheiten in den Fällen, in denen die Nennwährung des Darlehens von der Währung abweicht, in der die der DVB als Sicherheit zur Verfügung gestellten Vermögensgegenstände gehandelt werden; und/oder</li> <li>• im Hinblick auf in US-Dollar generierten Nettogewinn, da die Berichtswährung der DVB Bank SE auf Euro lautet.</li> </ul> <p>Aus aufsichtsrechtlicher Sicht hat die Gewährung von Darlehen in US-Dollar in Kombination mit der Kapitalbasis der DVB Bank SE in der Nennwährung Euro außerdem den Effekt, dass das Volumen der Darlehen, die durch haftendes Kapital gesichert werden, zunehmen wird, wenn der US-Dollar gegenüber dem Euro im Wert steigt (bei Gleichbleiben aller anderen Bedingungen), was die Inanspruchnahme einer höheren Menge an Eigenmitteln notwendig macht. Sollte der US-Dollar erheblich im Wert steigen, könnte dies letzten Endes eine Kapitalerhöhung erforderlich machen und/oder die Fähigkeit der DVB einschränken, neue Finanzierungsgeschäfte einzugehen.</p> <p>Sollten sich diese verschiedenen Währungsrisiken manifestieren, insbesondere wenn die Absicherung seitens</p> |
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|  |  | <p>der DVB nicht zum Schutz vor Kursschwankungen ausreicht, könnte sich dies nachteilig auf die Finanz- und Ertragslage der DVB auswirken.</p> <p><i>Marktpreisrisiken und Gegenparteirisiken</i><br/> Die DVB ist Marktpreisrisiken und Gegenparteirisiken hinsichtlich der von ihr gehaltenen Finanzinstrumente ausgesetzt. Falls es ihr nicht gelingt, diese Risiken durch das Eingehen risikoverringender Geschäfte zu minimieren, oder falls eine Gegenpartei eines von der DVB gehaltenen Finanzinstruments ausfällt, könnte dies wesentliche nachteilige Auswirkungen auf Finanz- und Ertragslage haben.</p> <p><i>Risiken aufgrund der Nutzung des fortgeschrittenen auf internen Ratings basierenden Ansatzes "Advanced Internal-Ratings-Based Approach" und dem Kreditportfoliomodell</i><br/> In den Bereichen Shipping Finance, Aviation Finance, Offshore Finance und Land Transport Finance nutzt die DVB Bank SE den fortgeschrittenen auf internen Ratings basierenden Ansatz ("<b>Advanced Internal-Ratings-Based Approach</b>") zur Bestimmung der für die Sicherung von Kreditengagements erforderlichen Eigenmittel. Darüber hinaus hat DVB Bank SE zu Beginn des Jahres 2013 ein auf das Transportfinanzierungsgeschäft abgestimmtes Kreditportfoliomodell eingeführt, das speziell die Objektbesicherung der Finanzierungsstrukturen sowie potenzielle Risikokonzentrationen/-diversifikationen berücksichtigt. Sollten die tatsächlichen Kreditausfälle über den voraussichtlichen Kreditausfällen liegen, die entsprechend dieser Modelle ermittelt wurden, könnte sich dies wesentlich nachteilig auf die Finanz- und Ertragslage der DVB auswirken.</p> <p><i>Liquiditätsrisiken</i><br/> Die DVB ist dem Liquiditätsrisiko ausgesetzt, d.h. dem Risiko, laufenden oder künftigen Zahlungsverpflichtungen nicht oder nicht rechtzeitig nachkommen zu können. Wenn die DVB aufgrund eines Mangels an Liquidität nicht in der Lage wäre, ihren Zahlungsverpflichtungen (ganz oder teilweise oder nicht rechtzeitig) nachzukommen, könnte dies zu Schadensersatzforderungen gegenüber der DVB, aufsichtsrechtlichen Maßnahmen und früher oder später der Einleitung eines Insolvenzverfahrens führen. Schwierigkeiten dieser Art können auch durch Umstände ausgelöst werden, die nicht im Zusammenhang mit dem Geschäft der DVB stehen und sich ihrer Kontrolle entziehen. Wenn sich das Liquiditätsrisiko verwirklicht, könnte dies wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.</p> <p><i>Risiken aus der Änderung aufsichtsrechtlicher Vorschriften und Enforcement-Verfahren</i><br/> Die DVB Bank SE unterliegt in jeder Jurisdiktion, in der sie Geschäfte betreibt, den dort für Bank- und Finanzdienstleistungen geltenden Gesetzen und Vorschriften sowie intensiver Beaufsichtigung durch die Aufsichtsbehörden und Zentralbanken. Unter anderem verlangen bankaufsichtsrechtliche Vorschriften, dass die DVB Bank SE Mindestanforderungen an Eigenmitteln (sowohl auf Einzel-, als auch auf konsolidierter Ebene) erfüllt sowie ein komplexes, anspruchsvolles und kostenintensives Risikomanagementsystem unterhält. Der aufsichtsrechtliche Rahmen unterliegt ständigen Entwicklungen und</p> |
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|  |  | <p>Veränderungen, nicht nur auf nationaler, sondern auch auf europäischer und internationaler Ebene.</p> <p>Jede solche Veränderung oder solches Enforcement-Verfahren können dazu führen, dass die DVB Bank SE zusätzliche Eigenmittel oder anderes Kapital aufnehmen, ihr Geschäft einschränken oder Risikopositionen (sog. RWA) reduzieren muss. Außerdem kann die Einhaltung geänderter oder neuer Bestimmungen zu einem Anstieg der Verwaltungsaufwendungen (einschließlich der Aufwendungen für die Beibehaltung der durch die Eigenmittelvorschriften geforderten Kapitalressourcen, Compliance- und Reportingkosten) und infolgedessen zu einem höheren Anteil der Aufwendungen für die DVB führen. Die Verwaltungsaufwendungen der DVB könnten sich zudem infolge erhöhter Aufsichtsgebühren erhöhen.</p> <p>Neue aufsichtsrechtliche Anforderungen und insbesondere deren eventuelle Nichteinhaltung durch die DVB, ebenso wie Enforcement-Verfahren, könnten sich ebenfalls anderweitig wesentlich nachteilig auf die Finanz- und Ertragslage der DVB auswirken.</p> <p><i>Stresstests und ähnliche Verfahren könnten sich negativ auf DVB Bank SE auswirken.</i></p> <p>DVB Bank SE (sowohl als eigenes Institut als auch aufgrund ihrer Eigenschaft als eine Tochter der DZ BANK) ist Stresstests und ähnlichen Maßnahmen unterzogen worden und wird möglicherweise auch in der Zukunft solchen Stresstests bzw. Maßnahmen unterzogen, die von der deutschen Bundesanstalt für Finanzdienstleistungsaufsicht ("<b>BaFin</b>") und der Deutschen Bundesbank, der Europäischen Bankenaufsichtsbehörde ("<b>EBA</b>"), der Europäischen Zentralbank ("<b>EZB</b>") und/oder einer anderen zuständigen Behörde veranlasst bzw. durchgeführt wurden oder werden.</p> <p>Falls DZ BANK oder DVB Bank SE am Ende einer Stresstestperiode im Rahmen eines Stresstests bestimmte, von den Aufsichtsbehörden für den Stresstest festgelegte Mindestwerte für Kapitalausstattung unterschreiten sollte und/oder andere Schwächen oder Defizite identifiziert werden, könnte DZ BANK oder DVB Bank SE verpflichtet sein, Abhilfemaßnahmen zu ergreifen, zu denen möglicherweise Anforderungen zur Stärkung ihrer Eigenkapitalbasis und/oder andere aufsichtsrechtliche Interventionen zählen.</p> <p><i>Risiken für die DVB Bank SE in Zusammenhang mit Eigenmittelanforderungen, anderen Kapitalvorgaben wie beispielsweise MREL und Liquiditätsvorgaben sowie dem Verschuldungsgrad</i></p> <p>Mit Wirkung zum 1. Januar 2014 wurde deutsches Recht im Hinblick auf die Richtlinie 2013/36/EU vom 26. Juni 2013 zum Zugang zur Tätigkeit von Kreditinstituten und die Beaufsichtigung von Kreditinstituten und Wertpapierfirmen, zur Änderung der Richtlinie 2002/87/EG und zur Aufhebung der Richtlinien 2006/48/EG und 2006/49/EG (die "<b>CRD IV</b>") und die Verordnung 575/2013/EU vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen (die "<b>CRR</b>") (CRD IV und CRR zusammen, das "<b>CRD IV Paket</b>") geändert.</p> |
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|  |  | <p>Daraus ergeben sich strengere Anforderungen hinsichtlich Qualität und Quantität vorzuhaltender Eigenmittel sowie zusätzliche aufsichtsrechtliche Vorgaben hinsichtlich Liquidität (wie z.B. die Liquiditätsdeckungsquote (<i>liquidity coverage ratio</i>, "<b>LCR</b>") und die Strukturelle Liquiditätsquote (<i>net stable funding ratio</i>, "<b>NSFR</b>")) und Verschuldungsgrad (<i>leverage ratio</i>), die für Kreditinstitute wie DVB Bank SE von großer Bedeutung sind. Seit dem 1. Januar 2017 muss eine LCR von 80% eingehalten werden. Die NSFR ist frühestens ab 2018 zu beachten.</p> <p>Geplante Änderungen basierend auf den gegenwärtigen und noch nicht abgeschlossenen Überlegungen des Baseler Ausschusses für Bankenaufsicht zur finalen Kalibrierung bzw. Ergänzung des derzeitigen Basel III Reformpakets im Hinblick auf regulatorische Anforderungen (manchmal als „<b>Basel IV</b>“ bezeichnet) können künftig signifikante Auswirkungen auf die Kapitalquoten haben, insbesondere ab dem Jahr 2019. Dies könnte zu höheren Kosten als ursprünglich geplant führen und könnte sich negativ auf die wirtschaftliche Situation der Emittentin auswirken.</p> <p>Am 23. November 2016 hat die europäische Kommission einen Vorschlag zur Änderung der Richtlinie zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen (Richtlinie 2014/59/EU – "<b>BRRD</b>") und einen Vorschlag zur Änderung der Verordnung (EU) Nr. 806/2014 zur Festlegung einheitlicher Vorschriften und eines einheitlichen Verfahrens für die Abwicklung von Kreditinstituten und bestimmten Wertpapierfirmen im Rahmen eines einheitlichen Abwicklungsmechanismus und eines einheitlichen Abwicklungsfonds ("<b>SRM Verordnung</b>") veröffentlicht. Diese Vorschläge beinhalten, unter anderem, die Einführung einer höheren Mindestanforderung an Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (Minimum Requirement on Eligible Liabilities – "<b>MREL</b>").</p> <p>Dies kann dazu führen, dass die DVB Bank SE zusätzliche Eigenmittel oder anderes Kapital aufnehmen oder Risikopositionen (sog. RWA) reduzieren muss. Dies könnte sich auch wesentlich nachteilig auf die Ertrags- und die Finanzlage der DVB auswirken.</p> <p><i>In Verbindung mit dem aufsichtsrechtlichen Überprüfungs- und Überwachungsprozess (SREP – Supervisory Review and Evaluation Process) oder dem einheitlichen Aufsichtsmechanismus (Single Supervisory Mechanism - SSM) könnten sich Änderungen regulatorischer Anforderungen, aufsichtsrechtliche Eingriffe und erhöhte Kosten für DVB ergeben.</i></p> <p>Seit November 2014 hat die EZB in Verbindung mit dem einheitlichen europäischen Aufsichtsmechanismus SSM die direkte Aufsicht über mehrere bedeutende Finanzinstitute, einschließlich der DZ BANK und einiger ihrer Tochtergesellschaften (darunter DVB Bank SE), übernommen.</p> |
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|  |  | <p>Die EZB ist in diesem Zusammenhang, insbesondere im Zuge des aufsichtsrechtlichen Überprüfungs- und Bewertungsprozesses („<b>SREP</b>“), befugt, unter anderem das Geschäftsmodell und die Verlässlichkeit interner Kontrollsysteme (einschließlich der Verfahren zur Ermittlung der Angemessenheit in Bezug auf Kapital und Liquidität (<i>Internal Capital Adequacy Assessment Procedure</i>, „<b>ICAAP</b>“ bzw. <i>Internal Liquidity Adequacy Assessment Procedure</i>, „<b>ILAAP</b>“)) zu analysieren und darüber hinaus zu verlangen, dass zusätzliche Eigenmittel- und Liquiditätsanforderungen eingehalten werden, die über die normalen regulatorischen Anforderungen hinausgehen können, oder frühzeitig Abhilfemaßnahmen zu treffen, um potenzielle Probleme anzugehen.</p> <p>Im Rahmen des SSM arbeitet die EZB zusammen mit den nationalen Aufsichtsbehörden (National Competent Authorities, „<b>NCAs</b>“) derzeit an einem gemeinsamen Verständnis und allgemeinen Standards zu Aufsichtsprioritäten in regulatorischer und bankenaufsichtsrechtlicher Hinsicht. Ein Teil dieser laufenden Arbeit fokussiert sich auf die weitere Harmonisierung von Wahlrechten und Ermessensspielräumen für Mitgliedstaaten der EU unter dem CRD IV/CRR-Paket und einen zielorientierten Ansatz, um die Angemessenheit bankinterner Modelle zur Evaluierung von Kapital- und Liquiditätsadäquanz zu überwachen. Die EZB hat diese zielorientierte Überwachung (Targeted Review of Internal Models – „<b>TRIM</b>“) kürzlich zu einer der Prioritäten erklärt. Die Ergebnisse der Überwachung könnten signifikante Auswirkungen auf die Bilanzen der Banken haben, da der TRIM Prozess potenziellen Veränderungen bei den Anforderungen an interne Modelle Rechnung tragen wird, deren Einführung während der Lebensdauer des Projekts erwartet wird. Derzeit befindet sich der TRIM-Prozess in der zweiten Phase, im Jahr 2019 soll der Prozess abgeschlossen sein.</p> <p>Solche Entwicklungen könnten erneute Anpassungen der Geschäftspläne von Kreditinstituten, die dem SSM unterliegen, erforderlich machen oder andere erhebliche nachteilige Auswirkungen auf die Geschäfte, Ertragslage oder die Finanzlage solcher Institute haben.</p> <p><i>Operationelle Risiken</i><br/> Als Teil ihrer üblichen Geschäftstätigkeiten führt die DVB eine große Zahl komplexer Transaktionen in zahlreichen Rechtssystemen durch und ist dadurch verschiedenen operationellen Risiken ausgesetzt. Diese Risiken bestehen insbesondere in der Möglichkeit ungenügender oder fehlerhafter interner und externer Arbeitsprozesse und Systeme, aufsichtsrechtlicher Probleme, menschlichen Versagens und bewusster Gesetzesverstöße wie etwa Betrug. Solche Vorgänge können erhebliche Verluste verursachen und den Ruf schädigen. Wenn sich eines oder mehrere der beschriebenen Risiken verwirklicht, könnte dies wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.</p> <p><i>Risiken aufgrund komplexer Finanzierungstransaktionen</i><br/> Die DVB hat sich auf die großvolumige Finanzierung für den internationalen Verkehrsmarkt spezialisiert. Darlehensverträge und Sicherheitendokumente in diesem Finanzierungssegment unterliegen häufig ausländischem</p> |
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|  |  | <p>Recht und sind manchmal hoch komplex. Es ist nicht auszuschließen, dass die DVB aufgrund der Komplexität der Finanzierungsgeschäfte bestimmte Maßnahmen ergreift oder unterlässt und dass dies möglicherweise nachteilige Auswirkungen auf die Lage der DVB hat und ihr Ausfallrisiko dauerhaft erhöht. Jegliche Fehleinschätzungen bei der Gefährdungsabschätzung können wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.</p> <p><i>Risiken aufgrund von Finanzierungsstrukturen, bei denen die DVB den mobilen Vermögensgegenstand hält</i><br/> Die DVB bietet ihren Kunden auch Finanzierungslösungen an, bei denen DVB-Unternehmen selbst den Vermögensgegenstand erwerben, auf den der Darlehensnehmer der DVB abzielt. Im Rahmen dieser Gestaltungen übernimmt die DVB das Wertrisiko des jeweiligen Vermögensgegenstandes. Wenn die Einschätzungen der DVB hinsichtlich der gegenwärtigen und künftigen Nutzbarkeit und des Werts solcher Vermögensgegenstände sich als unzutreffend erweisen, hätte dies nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB.</p> <p><i>Risiken in Bezug auf Corporate Finance, Marktrisiko</i><br/> Im Bereich Corporate Finance berät DVB ihre Kunden und bietet Tätigkeiten im Zusammenhang mit M&amp;A Transaktionen, dem Zugang zu Eigen- und Fremdkapitalmärkten und der Nutzung strukturierter Produkte an. Insbesondere handelt die DVB als Underwriter bei Eigen- und Fremdkapitalmarkttransaktionen und übernimmt in diesem Zusammenhang Marktrisiken. Sollte die DVB hierbei Schäden auf Seite ihrer Kunden verursachen, kann dies nicht nur zu einem erheblichen Reputationsschaden führen, sondern sich auch wesentlich nachteilig auf die Finanz- und die Ertragslage der DVB auswirken.</p> <p><i>Risiken aus dem Investment-Management</i><br/> Die DVB ist auch auf dem Markt für geschlossene Fonds tätig. Im Zusammenhang mit von der DVB aufgelegten geschlossenen Fonds setzt sich die DVB auch einem wesentlichen Eigenkapitalrisiko aus. Soweit die DVB solche geschlossenen Fonds finanziert oder eine Beteiligung daran erwirbt, trägt sie auch das mit dem Investitionsobjekt verbundene Risiko. Wenn die Einschätzungen der DVB hinsichtlich der gegenwärtigen und künftigen Nutzbarkeit und des Werts derselben sich als unzutreffend erweisen, hätte dies nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB. Außerdem erbringt die Gruppe als Dienstleister insbesondere Beratungsdienstleistungen hinsichtlich des Erwerbs von Vermögensgegenständen über geschlossene Fonds sowie Dienstleistungen im Zusammenhang mit der Verwaltung solcher Vermögensgegenstände. Sollten Mitarbeiter der DVB ihre Pflichten bei der Erbringung dieser Dienstleistungen verletzen, kann dies nachteilige Folgen für die Finanz- und Ertragslage der DVB haben.</p> <p><i>Risiken aufgrund der Erweiterung des Dienstleistungsangebots durch DVB</i><br/> Die DVB hat ihr Dienstleistungsangebot hin zu ergänzenden Dienstleistungen hinsichtlich Vermögensgegenständen und zusätzlichen Finanzierungsleistungen wie Dienstleistungen im Zusammenhang mit der Aufbringung von Eigenkapital</p> |
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und der Aufnahme von Schulden über den Kapitalmarkt erweitert. Es besteht die Möglichkeit, dass die Erweiterung des Leistungsangebots der DVB über ihre früheren Kernkompetenzen hinaus hin zu diesen Dienstleistungen sich als nicht so erfolgreich wie erwartet erweist. Sollte dieser Ausbau der Geschäftstätigkeiten der Gruppe nicht erfolgreich sein, könnte dies nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.

Im Geschäftsbereich Investment Management sowie im Zusammenhang mit ihren ergänzenden Dienstleistungen hinsichtlich Vermögensgegenständen schließt die DVB auch Verträge über die Lieferung von Vermögensgegenständen ab. Sollte sie nicht in der Lage sein, den Verpflichtungen aus solchen Verträgen nachzukommen, könnte dies nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.

#### *Bestimmte steuerbezogene Risiken*

Die letzte abgeschlossene Betriebsprüfung bei der DVB Bank SE betraf Zeiträume bis 2011. Die Gesellschaft ist überzeugt, dass die abgegebenen Steuererklärungen im Einklang mit den geltenden Gesetzen und Bestimmungen standen. Es ist jedoch nicht auszuschließen, dass die aktuelle oder eine künftige Betriebsprüfung möglicherweise zu zusätzlichen Steuerforderungen führt. Dies könnte nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB Bank SE haben.

#### *Risiken aufgrund der Änderung von Steuergesetzen*

DVB Bank SE und die Instrumente unterliegen dem deutschen Steuerumfeld. Veränderungen der Steuergesetze, der Verwaltungspraxis oder der Rechtsprechung können nachteilige Auswirkungen auf die Besteuerung der DVB Bank SE und ihrer Investoren haben. Auch wenn grundsätzlich ein Verbot der Rückwirkung besteht, können anwendbare Gesetze, Verordnungen und Verwaltungsanweisungen mit Wirkung für die Vergangenheit geändert oder erlassen werden. Zudem besteht die Möglichkeit abweichender Auslegungen durch unterschiedliche Finanzbehörden und Finanzgerichte. Solche Auslegungen können sich zu jeder Zeit ändern mit möglicherweise negativen Folgen für die steuerliche Situation der DVB Bank SE oder die Besteuerung ihrer Investoren. Weiterhin werden Finanzbehörden häufig über Nichtanwendungserlasse angewiesen werden, bestimmte Urteile nicht auf andere Sachverhalte anzuwenden. Nehmen Finanzbehörden oder Finanzgerichte abweichende Positionen ein, kann dies zu einer höheren Steuerbelastung für die DVB Bank SE führen. Weiterhin können sich Änderungen des steuerrechtlichen Umfelds, einzeln oder kumuliert, wesentlich nachteilig auf den Kapitalfluss, die Finanz- oder die Ertragslage der DVB Bank SE auswirken.

#### *Risiken aufgrund der Abhängigkeit von Führungskräften und Finanzierungsspezialisten*

Der Erfolg der DVB bei ihren Kunden hängt im Wesentlichen von der Tätigkeit sowohl ihrer Vorstandsmitglieder als auch ihrer auf die Verkehrsbranche spezialisierten Finanzierungsspezialisten ab. Sollten ein oder mehrere Vorstandsmitglieder und/oder Finanzierungsspezialisten die DVB verlassen, könnte dies nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.

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|  |  | <p><i>Risiken im Zusammenhang mit der Nutzung von IT-Systemen, deren Funktionalität durch interne oder externe Faktoren beeinträchtigt werden kann.</i></p> <p>Die Geschäftstätigkeit der DVB hängt in erheblichem Umfang von Informationstechnologiesystemen (IT-Systemen), modernen Kommunikationsmedien und sonstigen technischen Systemen ab. Der komplette oder teilweise Ausfall von IT-Systemen kann zu einer erheblichen Unterbrechung der Betriebsabläufe, der zeitweiligen Einstellung des Geschäftsbetriebs, Schadenersatzansprüchen und dem Verlust von Kunden führen. Wenn die DVB nicht in der Lage ist, die erforderlichen Anpassungen und Aktualisierungen ihrer IT-Systeme vorzunehmen, kann dies außerdem zu Unterbrechungen von Geschäftstransaktionen, fehlerhaften Datenbeständen, Berechnungen, die die Anforderung der bankaufsichtsrechtlichen Bestimmungen nicht erfüllen, sowie anderen Unterbrechungen und Risiken, die nicht im Einzelnen vorhergesagt werden können, führen. Wenn sich eines oder mehrere der beschriebenen Risiken verwirklicht, könnte dies wesentliche nachteilige Auswirkungen auf das Geschäft und die Finanz- und Ertragslage der DVB haben.</p> <p><i>Zusammenbruch der Eurozone und Risiken im Zusammenhang mit den Auswirkungen der derzeitigen ökonomischen und politischen Entwicklungen in Europa</i></p> <p>Wenngleich für die Erholung der Eurozone ein geringfügig langsames Fortschreiten prognostiziert ist als noch im Jahr 2016, hat sich die Finanz- und Staatsschuldenkrise und die folgende Wirtschaftskrise, die 2007 begann, entschärft. Sollte sich diese Krise erneut verschärfen, besteht die Möglichkeit, dass ein oder mehrere Länder ausfallen und/oder die Europäische Währungsunion verlassen und ihre eigene nationale Währung wieder einführen, oder dass die Europäische Währungsunion zusammenbricht. Im Vereinigten Königreich ergab ein am 23. Juni 2016 durchgeführtes Referendum über die Mitgliedschaft des Vereinigten Königreichs in der Europäischen Union eine Mehrheit für den Austritt aus der Europäischen Union. Solche Entwicklungen können eine Umstellung bestehender vertraglicher Verpflichtungen und unabsehbare finanzielle, rechtliche, politische und soziale Folgen haben. In diesem Fall ist es wahrscheinlich, dass es zu deutlichen, umfassenden und allgemeinen Marktverschiebungen kommen würde, mit unvorhersehbaren und massiven nachteiligen Auswirkungen auf das Geschäft, die Ertrags- und Finanzlage der DVB. Zusätzlich könnte das Ausscheiden eines oder mehrerer Länder unter anderem zur Erhebung von Devisenkontrollen und Gesetzen über Zwangsabgaben führen. Jeder oder mehrere der oben dargestellten Faktoren könnte sich wesentlich nachteilig auf die Finanz- oder die Ertragslage der DVB auswirken.</p> <p><i>Finanzmarkturbulenzen, das Banken-Restrukturierungsgesetz, das Sanierungs- und Abwicklungsgesetz und sonstige hoheitliche oder regulatorische Eingriffe</i></p> <p>Finanzmarkturbulenzen, das Banken-Restrukturierungsgesetz, das Sanierungs- und Abwicklungsgesetz und sonstige hoheitliche oder regulatorische Eingriffe können erhebliche nachteilige Auswirkungen auf die Emittentin haben, was sich wiederum nachteilig auf die Instrumente auswirken kann.</p> |
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|  |  | <p><i>Risiken im Zusammenhang mit dem neuen Abwicklungsfonds</i></p> <p>Die DVB unterliegt der deutschen Bankenabgabe, die Anfang 2011 eingeführt wurde. Mit der Umsetzung der BRRD (wie im Risikofaktor "<i>Risiken für DVB Bank SE in Zusammenhang mit Eigenmittelanforderungen, anderen Kapitalanforderungen wie beispielsweise MREL und Liquiditätsvorgaben sowie dem Verschuldungsgrad</i>" oben definiert) in deutsches Recht setzt die Bankenabgabe die Beitragspflichten von Kreditinstituten und Wertpapierfirmen nach der BRRD um. In Verbindung mit dem einheitlichen Mechanismus zur Bankenabwicklung ist ein einheitlicher Bankenabwicklungsfonds aufgesetzt worden, der durch Beiträge von Kreditinstituten und bestimmten Wertpapierfirmen in teilnehmenden Mitgliedstaaten finanziert werden soll. Diese Beiträge sollen mindestens jährlich erhoben werden, um eine bestimmte angestrebte Finanzausstattung zu erreichen. Wenn die erhobenen Mittel nicht ausreichen, um mit der Abwicklung eines Kreditinstituts oder einer Wertpapierfirma umzugehen, können weitere Beiträge von Kreditinstituten und Wertpapierfirmen erhoben werden, auch von der DVB. Die Verpflichtung zur Zahlung solcher Beträge könnte sich wesentlich nachteilig auf DVB's Geschäft, Finanz- oder Ertragslage auswirken.</p> <p><i>Risiken in Verbindung mit dem U.S. Foreign Corrupt Practices Act und ähnlichen globalen Antikorruptionsgesetzen</i></p> <p>Der U.S. Foreign Corrupt Practices Act ("<b>FCPA</b>") und ähnliche globale Anti-Korruptions-Gesetze verbieten Unternehmen und ihren Intermediären generell die Ausführung missbräuchlicher Zahlungen an Amtsträger zum Zwecke der Einrichtung oder Aufrechterhaltung eines Geschäftes. DVB's interne Richtlinien ordnen die Einhaltung dieser Anti-Korruptions-Gesetze an. DVB ist in den Vereinigten Staaten und auf der ganzen Welt tätig. Trotz Trainings, Aufsichts- und Compliance-Programmen kann DVB nicht versichern, dass seine internen Kontrollrichtlinien und Maßnahmen stets einen ausreichenden Schutz vor vorsätzlichen, leichtfertigen oder versehentlichen Handlungen seiner Angestellten oder Vertreter, die gegen die Compliance-Richtlinien der DVB oder die anwendbaren Gesetze verstoßen, gewährleisten. Verstöße gegen diese Gesetze oder Vorwürfe solcher Verstöße kann zur Verhängung erheblicher Strafen, Beschränkungen von DVB's Geschäftstätigkeit und einer Rufschädigung seitens DVB führen und könnte sich wesentlich nachteilig auf DVB's Finanz- oder Ertragslage auswirken.</p> |
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|  |  | <p><i>Risiken in Verbindung mit der Akquisition von Darlehensportfolios und/oder Unternehmen</i></p> <p>Obwohl DVB nicht generell aktiv auf dem Gebiet der Akquisition ist, tätigt DVB von Zeit zu Zeit ausgewählte, opportunistische Akquisitionen von Darlehensportfolios und/oder Unternehmen. In dem Umfang, in dem DVB andere Unternehmen oder Darlehensportfolios akquiriert, ist DVB dem Risiko ausgesetzt, dass die erwarteten wirtschaftlichen Vorteile sich nicht einstellen und somit ein zu hoher Preis gezahlt wurde. Zudem besteht das Risiko, dass die Akquisition mit erheblichen Nachteilen verbunden ist.</p> <p><i>Höhere Gewalt und andere Risiken</i></p> <p>Es existieren weitere Risiken, die einen Einfluss oder sogar erheblich nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanz- oder Ertragslage der DVB haben können. Diese Risiken umfassen, sind aber nicht beschränkt auf die folgenden Szenarios:</p> <ul style="list-style-type: none"> <li>• politische, soziale oder wirtschaftliche Instabilität, die DVB's Unternehmungen behindern könnten;</li> <li>• Krieg, zivile Unruhen, Aufruhr oder der Ausbruch von Krankheiten in Gebieten, in denen DVB tätig oder von denen DVB abhängig ist;</li> <li>• direkte oder indirekte Diskriminierung von nicht-lokalen Unternehmen;</li> <li>• menschliches Versagen, Betrug oder rechtswidriges Verhalten;</li> <li>• Beschränkungen von DVB's Fähigkeit Eigentum oder Vermögenswerte unter lokalen Regelungen und Gesetzen zu erwerben;</li> <li>• Erhebung zusätzlicher oder höherer Steuern;</li> <li>• Probleme beim Erwerb oder der Beibehaltung notwendiger Lizenzen, Zertifikate oder anderer regulatorischer Genehmigungen;</li> <li>• die Verhängung von Sanktionen bei Geschäftstätigkeit in bestimmten Ländern; und</li> <li>• Probleme in Verbindung mit Arbeitsrecht, Arbeitsbeziehungen oder Personalführung.</li> </ul> <p>Das internationale Wachstum und die Expansion in neue Märkte, Schwellenmärkte eingeschlossen, könnte Schwierigkeiten betreffend der Notwendigkeit von Anpassungen an neue Regulierungssysteme und unbekannte oder unvorhersehbare wirtschaftliche, soziale und politische Systeme und Zustände beinhalten. Beispielsweise könnten instabile politische Zustände oder zivile Unruhen sich negativ auf Unternehmungen der DVB in einer Region oder auf ihre Fähigkeit zur Wiedererlangung von Sicherheiten oder zur Durchsetzung von vertraglichen Rechten auswirken.</p> |
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|     |                                                                                   | <p>Teile der Unternehmungen der DVB finden in Curaçao statt, welches in den letzten Jahren erhebliche politische Veränderungen erfahren hat, welche teilweise weiter andauern und potentiell erhebliche Konsequenzen für das Land und seine wirtschaftlichen und regulatorischen Rahmenbedingungen nach sich ziehen könnten. Obwohl DVB sich bemüht das operationelle Risiko durch die Einführung angemessener Kontrollen zu begrenzen, könnten sich diese Maßnahmen in Bezug auf gewisse Risiken, denen ihr Geschäft ausgesetzt ist, als ineffektiv erweisen.</p> <p>Das Auftreten eines oder mehrerer dieser Risiken könnte erhebliche Verluste erzeugen, eine Rufschädigung herbeiführen (was zu einem Rückgang der Nachfrage nach den Leistungen von DVB führen und so die Möglichkeit der Refinanzierung ihrer Verbindlichkeiten in akzeptablem Rahmen beschränken kann) und könnte sich wesentlich nachteilig auf DVB's Finanz- oder Ertragslage auswirken.</p> <p><i>Länderrisiko</i><br/> Unter Länderrisiko versteht man das Risiko, aufgrund von sozio-politischen und/oder gesamtwirtschaftlichen Entwicklungen oder Ereignissen einen Kredit- bzw. Zahlungsausfall in einem Land zu erleiden. Die DVB gewährt in begrenztem Umfang auch Kredite an Darlehensnehmer in Ländern mit erhöhtem Ausfallrisiko. Auch wenn das Länderrisiko durch die Finanzierungsstruktur (insbesondere die Besicherung) abgemildert sein sollte, könnte es, wenn es sich realisiert, wesentliche nachteilige Auswirkungen auf die Finanz- und Ertragslage der DVB haben.</p>                           |
| D.3 | <b>Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind</b> | <p>Künftige Investoren, die sich für eine Investition in die Instrumente entscheiden, sind bestimmten Risiken ausgesetzt, die mit den verschiedenen Eigenschaften der unterschiedlichen Arten von Instrumenten verbunden sind. Die folgende Zusammenfassung enthält eine Beschreibung bestimmter mit den Instrumenten verbundener Risiken.</p> <p><i>Marktpreisrisiken</i><br/> Der Marktwert der Instrumente hängt von der Bonität der Emittentin sowie einer Reihe weiterer Faktoren ab, und zwar insbesondere dem Wert der jeweiligen Referenzvermögenswerte bzw. Indizes sowie den Aussichten, dem Marktzinssatz und Markttrenditen und der verbleibenden Zeit bis zum Fälligkeitstag der Instrumente.</p> <p><i>Währungsrisiken</i><br/> Künftige Investoren, die an einer Investition in die Instrumente interessiert sind, sollten sich darüber bewusst sein, dass die Investition in die Instrumente mit Wechselkursrisiken verbunden sein kann, und sollten daher prüfen, ob eine solche Investition in die Instrumente in Anbetracht ihrer individuellen Situation angebracht ist.</p> <p><i>Liquiditätsrisiken</i><br/> Bei den Instrumenten handelt es sich um neue Wertpapiere, die möglicherweise nicht weit verbreitet sind und für die gegenwärtig kein aktiver Handelsmarkt besteht. Es ist nicht garantiert, dass sich ein liquider Handelsmarkt für die Instrumente entwickeln wird. Unter Umständen kann ein Gläubiger der Instrumente vor Endfälligkeit nur mit einem womöglich erheblichen Abschlag vom Ausgabepreis oder dem von ihm gezahlten Kaufpreis verkaufen.</p> |

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|  |  | <p><i>Eignung</i></p> <p>Künftige Investoren sollten ermitteln, ob eine Investition in die Instrumente ihren jeweiligen Umständen angemessen ist und sie sollten ihre Rechts-, Unternehmens- und Steuerberater zu Rate ziehen, um die Folgen einer Anlage in die Instrumente zu bestimmen und zu ihrer eigenen Beurteilung der Anlage zu gelangen.</p> <p><i>Foreign Account Tax Compliance Act</i></p> <p>Die Vereinigten Staaten haben Regeln erlassen, die gemeinhin als "FATCA" bezeichnet werden, welche ein neues Melde- und Quellensteuerregime einführen bezüglich bestimmter Zahlungen aus U.S.-Quellen (einschliesslich Dividenden und Zinsen), Bruttoerträgen aus der Verfügung über Eigentum, welches Zinsen und Dividenden aus einer U.S.-Quelle hervorbringen kann, und bestimmter Zahlungen, die von Einrichtungen getätigt werden, die als Finanzinstitutionen im Sinne von FATCA klassifiziert sind. Die Vereinigten Staaten und Deutschland haben ein zwischenstaatliches Abkommen über die Implementierung von FATCA (das "<b>Germany IGA</b>") abgeschlossen. Die DVB geht davon aus, dass sie unter dem Germany IGA nicht dazu verpflichtet ist, Quellensteuer für FATCA einzubehalten. Trotzdem verbleiben wesentliche Aspekte bezüglich des ob und wie der Anwendung von FATCA unklar, und es kann keine Zusicherung abgegeben werden, dass eine Einbehaltspflicht unter FATCA nicht doch zu einem künftigen Zeitpunkt für DVB bezüglich Zahlungen relevant werden wird. Insbesondere kann keine Zusicherung abgegeben werden, dass Zahlungen unter den Instrumenten an Einrichtungen, die als nicht-U.S. "Finanzinstitutionen" einzuordnen sind, ab dem 1. Januar 2019 nicht FATCA unterliegen, soweit diese Zahlungen als "foreign passthru payments" im Sinne von FATCA gelten. Künftige Investoren sollten hinsichtlich der potentiellen Auswirkungen von FATCA ihre eigenen steuerlichen Berater konsultieren.</p> <p><i>Risiken im Zusammenhang mit einer Abwicklungsregelung und "Bail-in"- Regeln für Kreditinstitute sowie vertraglichen "Bail-in"-Regeln</i></p> <p>Das Gesetz zur Sanierung und Abwicklung von Instituten und Finanzgruppen (Sanierungs- und Abwicklungsgesetz – "<b>SAG</b>"), welches die Richtlinie zur Festlegung eines Rahmens für die Sanierung und Abwicklung von Kreditinstituten und Wertpapierfirmen (2014/59/EU – "<b>BRRD</b>") in deutsches Recht umsetzt, ermächtigt die zuständigen Abwicklungsbehörden unter bestimmten Voraussetzungen zur Anwendung von Verlusttragungsmechanismen in Bezug auf die Instrumente sogar wenn solche Mechanismen in den Emissionsbedingungen oder den Endgültigen Bedingungen nicht enthalten sind. Das SAG sieht im Rahmen der den Abwicklungsbehörden zur Verfügung stehenden Abwicklungsinstrumenten und frühzeitigen Interventionsmaßnahmen unter anderem auch Write-down und Bail-in-Instrumente für bestimmte Verbindlichkeiten vor, wonach Gläubiger des Instituts einen Beitrag zur Fortführung des Instituts leisten müssen.</p> |
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|  |  | <p>Diese Instrumente ermächtigen die zuständige Abwicklungsbehörde bei Eintritt eines näher bestimmten Krisenereignisses nach pflichtgemäßem Ermessen zu entscheiden, dass bestimmte Verbindlichkeiten teilweise oder vollständig abgeschrieben oder in eine Eigenkapitalbeteiligung am Institut, einem gruppenangehörigen Unternehmen, dem Mutterinstitut oder einem Brückeninstitut umgewandelt werden. Diese Maßnahmen beinhalten das Risiko, dass Gläubiger, wie etwa Inhaber von Instrumenten, deren Ansprüche Gegenstand solcher Maßnahmen sind, (i) die teilweise oder vollständige Herabschreibung des Nennwerts ihrer ausstehenden Verbindlichkeiten oder (ii) die Umwandlung ihrer Ansprüche in Anteile oder andere Instrumente des harten Kernkapitals hinnehmen müssen.</p> <p>Zudem werden die Anleihebedingungen oder die Endgültigen Bedingungen der nachrangigen Schuldverschreibungen vertragliche Bestimmungen vorsehen, die ein "Bail-in" ermöglichen. Ferner können die Anleihebedingungen oder die Endgültigen Bedingungen der anderen Instrumente eine solche Bestimmung vorsehen.</p> <p><i>Risiken in Verbindung mit Nachrangigkeit und Änderungen in der Rangfolge von Ansprüchen</i></p> <p>Gläubiger sind in Verbindung mit künftigen Änderungen der deutschen Gesetze dem Risiko einer Nachrangigkeit ausgesetzt. Durch zwingende gesetzliche Vorschriften könnte eine andere Rangfolge der Ansprüche aus berücksichtigungsfähigen Verbindlichkeiten im Insolvenzfall eingeführt werden und zwar auch rückwirkend. Dies könnte bedeuten, dass Gläubiger bestimmter Arten von Schuldverschreibungen Verluste erleiden oder anderweitig beeinträchtigt werden, bevor die Gläubiger anderer berücksichtigungsfähiger Verbindlichkeiten, die nicht nachrangig sind, zur Übernahme von Verlusten herangezogen werden oder anderweitig betroffen sind. Zudem können weitere Änderungen der Rangfolge von Ansprüchen (auch mit Rückwirkung), die zu einer Nachrangigkeit der Ansprüche führen könnten, nicht ausgeschlossen werden.</p> <p><b><i>[Im Falle von Schuldverschreibungen (ausgenommen nachrangige Schuldverschreibungen und Pfandbriefe) einfügen: Vorzeitige Rückzahlung:</i></b></p> <p>Die Schuldverschreibungen könnten aus steuerlichen Gründen ablösbar sein. Nach einer solchen vorzeitigen Rückzahlung ist die Wiederanlage der Rückzahlungserlöse in vergleichbare Wertpapiere mit einem Effektivzins, der dem der Schuldverschreibungen entspricht, vielleicht nicht möglich.]</p> <p><b><i>[Im Falle von Schuldverschreibungen und Pfandbriefen mit "Call Option" einfügen: Vorzeitige Rückzahlung nach Wahl der Emittentin</i></b></p> <p>Die Emittentin hat ein Wahlrecht, die [Schuldverschreibungen außerdem][Pfandbriefe] an einem oder mehreren Tag(en), der/die in den endgültigen Bedingungen festgelegt ist/sind, vorzeitig zurückzuzahlen. Nach einer solchen vorzeitigen Rückzahlung ist die Wiederanlage der Rückzahlungserlöse in vergleichbare Wertpapiere mit einem Effektivzins, der dem der [Schuldverschreibungen][Pfandbriefe] entspricht, vielleicht nicht möglich.]</p> |
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|  |  | <p><b>[Im Falle von festverzinslichen Schuldverschreibungen und festverzinslichen Pfandbriefen einfügen:</b> Risiken im Zusammenhang mit festverzinslichen [Schuldverschreibungen][Pfandbriefen]</p> <p>Gläubiger von festverzinslichen [Schuldverschreibungen][Pfandbriefen], sind dem Risiko ausgesetzt, dass der Preis solcher [Schuldverschreibungen][Pfandbriefe] sich infolge von Veränderungen des Marktzinssatzes reduziert.</p> <p><b>[Im Falle von variabel verzinslichen Schuldverschreibungen und variabel verzinslichen Pfandbriefen einfügen:</b> Risiken im Zusammenhang mit variabel verzinslichen [Schuldverschreibungen][Pfandbriefen]</p> <p>Gläubiger von variabel verzinslichen [Schuldverschreibungen][Pfandbriefen], sind dem Risiko schwankender Zinssätze und unsicherer Zinserträge ausgesetzt. Schwankungen der Zinssätze machen es unmöglich, die Profitabilität der variabel verzinslichen [Schuldverschreibungen][Pfandbriefe] vorherzubestimmen.</p> <p>Besondere Risiken ergeben sich im Zusammenhang mit dem <b>[relevanten Referenzzinssatz einfügen]</b>, auf den die Zinszahlungen im Rahmen der [Schuldverschreibungen][Pfandbriefe] verweisen. Die London Interbank Offered Rate (LIBOR), die Euro Interbank Offered Rate (EURIBOR) und andere Indizes, die als "Benchmarks" bezeichnet werden (jeweils ein "<b>Benchmark</b>" und zusammen die "<b>Benchmarks</b>"), sind Gegenstand der jüngsten nationalen, internationalen und sonstiger Regulierungsvorgaben und Reformvorschläge. Einige dieser Reformen sind bereits wirksam, während andere noch umgesetzt werden sollen. Diese Reformen können einen Benchmark (einschließlich dem <b>[relevanten Referenzzinssatz einfügen]</b>, wenn er von diesen Reformen betroffen ist) verändern, sodass er sich anders als in der Vergangenheit entwickelt oder können andere Konsequenzen haben, die derzeit nicht vorhergesagt werden können.</p> <p>Obwohl unklar ist, ob und inwieweit eine Änderung der Verwaltung oder Methode zur Bestimmung eines Benchmarks das Niveau des veröffentlichten Satzes beeinträchtigen könnte (einschließlich der Entstehung eines geringeren Niveaus oder von volatileren Werten als das sonst der Fall wäre) und/oder einen Einfluss auf den Wert von [Schuldverschreibungen][Pfandbriefen] haben könnte, deren Verzinsung und Tilgung mit dem entsprechenden Benchmark verknüpft sind, sollten die Anleger sich des Risikos bewusst sein, dass Änderungen an dem jeweiligen Benchmark wesentliche nachteilige Auswirkungen auf den Wert und die zu zahlenden Beträge unter den [Schuldverschreibungen][Pfandbriefen] haben können, deren Verzinsung und Tilgung mit einem Benchmark verbunden sind (einschließlich, aber nicht beschränkt auf variabel verzinsliche [Schuldverschreibungen][Pfandbriefe]).]</p> |
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|  |  | <p><b><i>[Im Falle von Schuldverschreibungen (ausgenommen Pfandbriefe) einfügen: Risiken im Zusammenhang mit der Anwendung des Gesetzes über Schuldverschreibungen aus Gesamtemissionen</i></b></p> <p>Die Endgültigen Bedingungen können in Bezug auf eine bestimmte Tranche von Schuldverschreibungen vorsehen, dass die Gläubiger dieser Tranche von Schuldverschreibungen Änderungen der Anleihebedingungen dieser Tranche von Schuldverschreibungen oder anderer Anliegen durch Mehrheitsbeschluss nach Maßgabe des Gesetzes über Schuldverschreibungen aus Gesamtemissionen zustimmen können. Für den Fall, dass diese Bestimmungen anwendbar sind, ist der Gläubiger von Schuldverschreibungen dem Risiko ausgesetzt, überstimmt zu werden und gegen seinen Willen Rechte gegenüber der Emittentin zu verlieren, falls die anderen Gläubiger in Bezug auf diese Tranche von Schuldverschreibungen Änderungen der Anleihebedingungen oder anderer Anliegen durch Mehrheitsbeschluss zustimmen.]</p> <p><b><i>[Im Falle von nachrangigen Schuldverschreibungen einfügen:</i></b></p> <p><i>Risiken in Bezug auf nachrangige Schuldverschreibungen</i></p> <p>Bei nachrangigen Schuldverschreibungen handelt es sich um unbesicherte und nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind. Bei Auflösung, Liquidation, Insolvenz, Vergleichs- oder anderer Verfahren zur Vermeidung der Insolvenz der oder gegen die Emittentin, gehen diese Verbindlichkeiten den Ansprüchen aller nicht nachrangigen Gläubiger der Emittentin im Range nach, sodass in jedem dieser Fälle diese Verbindlichkeiten nicht bedient werden, solange nicht alle nicht nachrangigen Gläubiger der Emittentin vollständig befriedigt sind.</p> <p>Die nachrangigen Schuldverschreibungen können nach Wahl der Emittentin vorzeitig zurückgezahlt werden, sofern sich die aufsichtsrechtliche Einstufung der betreffenden Schuldverschreibungen geändert hat, was wahrscheinlich zur Folge hätte, dass diese nicht länger als Eigenmittel anerkannt werden oder wenn sich die steuerliche Behandlung ändert, und jeweils bestimmte weitere Voraussetzungen erfüllt sind. Nach einer solchen vorzeitigen Rückzahlung ist die Wiederanlage der Rückzahlungserlöse in vergleichbare Wertpapiere mit einem Effektivzins, der dem der Schuldverschreibungen entspricht, vielleicht nicht möglich. Artikel 63 Buchstaben (b) und (j) der Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 werfen Auslegungsschwierigkeiten auf und lassen die Ansicht zu, dass (i) vor jedem tatsächlichen (einverständlichen oder einseitigen) Rückkauf der nachrangigen Schuldverschreibungen durch die Emittentin die Zustimmung der Aufsichtsbehörde notwendig und (ii) ein solcher Rückkauf während der ersten fünf Jahre nach der Emission, überhaupt nicht zulässig ist. Dies würde das Market-Making für nachrangige Schuldverschreibungen durch die Emittentin unmöglich machen. Dies könnte wiederum zu einem Rückgang der Liquidität im Markt führen.</p> |
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|  |  | <p>Die nachrangigen Schuldverschreibungen unterliegen zudem der gesetzlichen Verlusttragung, wonach der ganze oder ein Teil des Nennbetrages der nachrangigen Schuldverschreibungen (zuzüglich aufgelaufener aber nicht gezahlter Zinsen) dauerhaft oder vorübergehend abgeschrieben oder in Instrumente des harten Kernkapitals umgewandelt oder sonst zur Tragung von Verlusten der Emittentin herangezogen wird, vor, dass der gesamte oder ein Teil des Nennbetrages der nachrangigen Schuldverschreibungen (zuzüglich aufgelaufener aber nicht gezahlter Zinsen) dauerhaft oder vorübergehend abgeschrieben oder in hartes Kernkapital umgewandelt oder auf sonstige Weise zur Tragung von Verlusten der Emittentin im Einklang mit dem anwendbaren Recht herangezogen wird ("<b>Gesetzliche Verlusttragung</b>").</p> <p>Sie sehen des Weiteren vor, dass eine solche Gesetzliche Verlusttragung keinen Kündigungsgrund unter den nachrangigen Schuldverschreibungen darstellt. Des Weiteren soll eine solche Gesetzliche Verlusttragung keinen Kündigungsgrund unter irgendeinem sonstigen Vertrag zwischen der Emittentin und den Gläubigern der relevanten nachrangigen Schuldverschreibungen darstellen. Der Gläubiger hat im Fall einer solchen Gesetzlichen Verlusttragung keine Ansprüche gegen die Emittentin hinsichtlich des auf diese Weise abgeschrieben oder umgewandelten oder auf sonstige Weise zur Verlusttragung herangezogenen Betrages als Folge der Gesetzlichen Verlusttragung.]</p> <p><b>[Im Falle von Pfandbriefen einfügen:</b></p> <p><i>Risiken in Bezug auf Pfandbriefe</i><br/>Der Wert der Pfandbriefe und der Anlagen des Deckungsstocks hängt von einer Anzahl von miteinander verbundenen Faktoren ab, darunter wirtschaftliche, finanzielle und politische Ereignisse in Deutschland oder anderswo, einschließlich von Faktoren, die die Kapitalmärkte und die Börsen, an denen die Pfandbriefe gehandelt werden, im Allgemeinen betreffen. Der Preis zu dem ein Gläubiger die Pfandbriefe vor Ende der Laufzeit verkaufen kann, kann (möglicherweise erheblich) unter dem Ausgabe- bzw. Kaufpreis, der von einem solchen Käufer gezahlt wurde, liegen.</p> <p><i>Keine Kündigungsrechte der Gläubiger</i><br/>Die Emissionsbedingungen der Pfandbriefe werden weder außerordentliche Kündigungsrechte noch ein Recht der Gläubiger auf vorzeitige Kündigung vorsehen.</p> <p><i>Keine zusätzlichen Zahlungen aufgrund von einbehaltenen Steuern</i><br/>Ferner werden in Fällen der Auferlegung einer Quellensteuer oder eines Einbehalts in Form von Steuern auf Zinszahlungen auf die Pfandbriefe keine zusätzlichen Beträge an die Gläubiger der Pfandbriefe gezahlt werden, so dass Gläubiger der Pfandbriefe Zinszahlungen abzüglich solcher Quellensteuern oder eines solchen Einbehalts erhalten werden.</p> |
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|  |  | <p><i>Risiko eines unzureichenden Deckungsstocks</i></p> <p>Zudem kann es nicht vollständig ausgeschlossen werden, dass der Deckungsstock der Pfandbriefe nicht ausreichend sein wird, um alle Forderungen der Gläubiger zu befriedigen. Falls und in dem Ausmaß, in dem der jeweilige Deckungsstock nicht ausreichen sollte, um alle offenen Zahlungsforderungen in Bezug auf die [Schiffspfandbriefe][Flugzeugpfandbriefe] zu begleichen, steht den Gläubigern ein Anspruch gegen die Insolvenzmasse zu. Dieser wird jedoch wahrscheinlich nicht vollständig befriedigt, da die Insolvenzmasse in der Regel nicht ausreicht, um alle Gläubiger vollständig zu befriedigen, die eine Forderung gegen die Insolvenzmasse geltend gemacht haben.]</p> |
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## Abschnitt E – Angebot

| Punkt              |                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| [E.2b <sup>9</sup> | <b>Gründe für das Angebot und Zweckbestimmung der Erlöse</b>                                            | [Der Nettoerlös aus der Begebung der [Schuldverschreibungen][Pfandbriefe] durch die Emittentin dient allgemeinen Finanzierungszwecken.] [•]]                                                                                                                                                                                                                                                                                                                        |
| [E.3 <sup>10</sup> | <b>Beschreibung der Angebots-konditionen</b>                                                            | [Ausgabepreis] [Die Zeichnungsfrist ist vom [•] bis [•].] [Die Zeichnungsfrist kann verlängert oder verkürzt werden.] [Art der Bekanntmachung] [Ein öffentliches Angebot der Wertpapiere ist nicht geplant.] Die Gesamtsumme [der Emission] [des Angebots] beträgt [•].]                                                                                                                                                                                            |
| E.4                | <b>Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Interessen</b>     | [Entfällt. Soweit der Emittentin bekannt ist, liegen bei keiner Person, die bei dem Angebot der [Schuldverschreibungen][Pfandbriefe] beteiligt ist, Interessenkonflikte vor, die einen Einfluss auf die [Schuldverschreibungen][Pfandbriefe] haben könnten.] [•]                                                                                                                                                                                                    |
| E.7                | <b>Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden</b> | Entfällt. Die Emittentin wird den Investoren in Verbindung mit den Schuldverschreibungen keine Kosten oder Ausgaben direkt in Rechnung stellen. Investoren müssen sich aber über etwaige Kosten, Ausgaben oder Steuern in Verbindung mit den Schuldverschreibungen informieren, die generell in ihrem jeweiligen Herkunftsstaat anfallen, einschließlich etwaiger Gebühren, die ihre eigenen Depotbanken für den Erwerb oder das Halten von Wertpapieren berechnen. |

<sup>9</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.

<sup>10</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.

## RISK FACTORS

An investment in the Instruments is subject to a number of risks. Prospective investors should read the entire Debt Issuance Programme Prospectus and should carefully consider the risk factors set out below, together with the other information contained in this Prospectus. Words and expressions defined in the "**Terms and Conditions of the Instruments**" below or elsewhere in this Prospectus have the same meaning in this section.

The following contains a disclosure of risk factors that are material with respect to the Issuer and the Notes and Pfandbriefe (Notes and Pfandbriefe together the "**Instruments**") issued under this Programme in order to assess the risks associated with these Instruments. Investors should note that the risks discussed below may not prove to be exhaustive and, therefore, may not be the only risks to which the Issuer is exposed. If any of the following risks actually occurs, the Issuer's ability to fulfil its obligations under the Instruments might be affected and/or the trading price of the Instruments of the Issuer could decline and investors could lose all or part of their investment.

Prospective investors should consider these risk factors, all other information provided in this Debt Issuance Programme Prospectus and the documents deemed incorporated herein by reference before deciding to purchase Instruments issued under the Programme. They should consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another and that additional risks not currently known to the Issuer or which the Issuer now deems immaterial may also have a material adverse effect on the Issuer and effect an investor's investment.

### **Risk Factors relating to the Issuer**

The following contains a disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the Instruments.

#### Industry-Related Risks

##### *Cluster risks*

DVB is focusing on the international transport markets. This focus may result in the formation of cluster risks. If certain factors have a systematic negative impact on a particular transport sector, for example shipping, oil exploration, air transport or land-based transport, or if events occur that have global or widespread negative impacts on a particular sector, DVB's business in that sector could decline substantially. Unlike many of the banks and companies with which DVB competes in its various divisions, it does not have a retail banking business or other business focus through which it can diversify its business beyond transport finance and related activities. To avoid cluster risks, DVB diversifies its loan portfolio both geographically and in terms of the sub-markets of the transport market in which DVB offers finance, as well as the assets financed in the various sub-markets of the transport market. In addition DVB tries to strengthen its fee based Corporate Finance business which offers DVB's clients advice and services with regard to M&A transactions, the access to equity & debt capital markets and structured financing products.

Nevertheless, if several or all sub-markets of the transport market simultaneously experience a crisis, e.g. due to a global recession, a global financial and sovereign debt crisis and their consequences or significantly increased crude oil prices, this may have a material adverse effect on the loan portfolio and therefore the financial position and results of operations.

##### *Risks arising from the transport market situation and risks related to the state of the economy*

Demand for DVB's services depends to a large extent on the level of investment activity in the shipping, aviation, offshore and land transport segments of the transport market in which DVB is active. This activity is dependent on the overall economic development. The financial and sovereign debt crisis and the following economic crisis led to a reduction of such investment activity. If this crisis continues or even deteriorates the resulting uncertainty of market participants with respect to the overall future economic environment could also have a continued adverse impact on DVB's business, in particular if this crisis aggravated and amplified economic problems. Further impacts on the global economy, which could adversely affect DVB's business, might in particular arise from the increased geopolitical tensions and terrorism, as well as from political developments as the assumed changing policy mix under the new administration in the United States and the United Kingdom's majority vote to leave the European Union. Despite a more positive outlook and expected better

growth performance for 2017, caused by improvements in some emerging markets and low income economies, especially the market for crude oil and oil-related products continued to be characterised mainly by excess capacities and oil prices, which, after hitting a ten-year low in January 2016, have rebounded only partly due to involuntary production outages and especially due to an agreement among OPEC members and several major producers to limit supply. This development entailed significant pressure on the offshore markets, leading to oil and gas companies cutting back their exploration and investment activities. Moreover, a reduction in the economic activity in general and in particular in the transport market sub-segments relevant to DVB, as the shipping markets which continue to suffer of excess capacity, resulting from this crisis or any other reason, could have a material adverse effect on DVB's financial position and results of operations.

#### *Risks arising from the competitive situation*

With regard to its financing activities, DVB is competing with other banks specialising in the transport market, as well as universal and investment banks possessing far greater financial strength than DVB and alternative capital providers. In terms of its other financing-related services, DVB is competing with the above mentioned banks and dedicated providers of advisory services. Furthermore, in respect of its complementary asset-oriented services, DVB is competing with providers of the same type of services, some of whom are established industrial companies.

Should the number of banks or alternative capital providers operating in the market for transport finance or their willingness to take risk significantly increase, this could have an adverse effect on the development of DVB, particularly on its realisable profit margins and business volume. The same could be the case if banks or alternative capital providers with more favourable access to refinancing (even if due to state aid) or financially strong organisations develop a stronger focus on the transport market. Similarly, it could also have an adverse effect on DVB's development if companies which compete with DVB regarding the services offered, (including asset-oriented services) expanded their activities to include further areas in which DVB is active.

A significant reduction of banks operating in the transport finance market or a reduced willingness of those banks to take risk could on the other hand also have negative impacts on DVB's business if - as a consequence thereof - DVB's customers didn't have access to sufficient financing. This lack could result in insolvencies of such customers due to illiquidity.

#### *Risks with regard to DVB's business activities*

##### *Dependency on DZ BANK AG*

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**") currently holds more than 95% of DVB Bank SE's share capital. Furthermore, DZ BANK has submitted to DVB on 14 November 2016 its request to have the shareholders' meeting resolve upon the transfer of the other shareholders' shares to DZ BANK (squeeze out) and confirmed and substantiated such request on 25 April 2017. As part of its normal business activities, DVB Bank SE maintains either direct or indirect relations with DZ BANK and subsidiaries of DZ BANK. DVB Bank SE currently receives a substantial part of its refinancing for its lending business from DZ BANK. If DZ BANK was not willing or able to provide sufficient refinancing to DVB Bank SE anymore or if DZ Bank didn't offer refinancing at acceptable conditions to DVB Bank SE anymore this could have a material adverse effect on DVB's financial position and results of operations and could even result in its illiquidity.

##### *Risk of counterparty default*

DVB operates on a global basis predominantly as a lender in sub-segments of the transport market that are cyclical, prone to crises and dependent on the state of the economy. DVB pursues an asset-oriented lending philosophy based on the recoverability of the assets financed and the cash flows that can be generated through these assets. The financing solutions offered by DVB encompass both traditional loans and structured financing solutions such as e.g. lease financing and financing structures that are tax-based. DVB's clients are primarily based in Europe, Asia and North America. DVB's lending decisions take particularly the insights gained through its Asset & Market Research units regarding the anticipated developments of the assets financed by DVB into account.

If counterparties default in respect of significant obligations, and DVB is unable to sufficiently recoup these losses by recourse to collateral or other arrangements, this could have a material adverse effect on DVB's financial position and results of operations.

In case of a crisis in a sub-segment of the transport market for which DVB provides financing, this may result in the sustained default of borrowers and losses when attempting to realise the collateral obtained, and thus may have a material adverse effect on DVB's financial position and results of operations. In the event of a sustained market down turn, it might not be possible for DVB to absorb this impact by taking over the asset financed and leasing it out (involving third parties if required) and selling it at a later point in time. If more than one or even all of the sub-segments of the transport markets, for which DVB provides finance, were negatively affected e.g. by an economic slowdown or crisis, this could have a particular negative impact on DVB.

In the meantime, the financial crisis which started in 2007 passed into a sovereign debt crisis. This financial and sovereign debt crisis and the following economic crisis already had negative effects on sub-segments of the transport markets for which DVB provides financing. Although this crisis softened recently, it could result in a long lasting economic crisis and market down turn on virtually all sub-segments of the transport markets if it intensifies again. Similar adverse effects on the global economy and, thus, on all sub-segments of the transport markets might arise as a consequence of political developments as the assumed changing policy mix under the new administration in the United States and the United Kingdom's majority vote to leave the European Union, as well as terrorism and geopolitical tensions, especially in the Eastern Mediterranean, resulting in lower trading activities and imposing an additional burden for certain markets.

If any of these risks materialised this could result in counterparty defaults which could have a material adverse effect on DVB's financial position and results of operations.

#### *Risks with regard to collateral*

DVB pursues an asset-oriented lending philosophy. In line with this philosophy, DVB usually only grants loans against security in the financed assets. On this basis DVB also provides non-recourse loans, i.e. loans for which the borrower is not personally liable but which are only secured by certain collateral.

Where it transpires that such collateral was not validly created, or the collateral provided to DVB is not recognised in the jurisdiction in which the asset is located at the time of intended seizure of such asset, this may have an adverse effect on DVB's financial position and results of operations. If the collateral provided to DVB is not recognised in the jurisdiction in which the asset is located, this even creates the risk that a third party could seize the asset what may have an adverse effect on DVB's financial position and results of operations.

The assets financed by DVB are mainly chattel and often used for cross-border transport, which might make seizure of these assets, and thus their realisation, considerably more difficult. This might lead to delays in their realisation, if not preventing realisation altogether, and thus result in an adverse effect on DVB's financial position and results of operations. Furthermore, the assets financed by DVB, especially in the offshore segment, are often specialised and tailored for their initially intended purpose which could impede the utilisation of such assets in other locations which, in turn, might complicate or prevent the realisation of such assets.

In line with its asset-oriented lending philosophy, DVB bases its loan decisions in particular on the soundness of the collateral (in particular in case of non-recourse loans) and its projected remarkability. Where DVB's assessments and predictions regarding the value of such collateral prove to be incorrect, this may have a material adverse effect on DVB's financial position and results of operations. Many factors can lead to declines in the value of assets, and such declines can occur quickly or over longer periods of time and can affect entire asset classes or specific kinds of assets within an asset class. The predictions regarding the value of collateral could in particular be incorrect if, as a consequence of rapid technological innovations, the market value of assets taken as security is reduced.

Further, asset values could significantly decline as a result, for example, of a sustained crisis of the transport market, an increase in fuel costs, an episode of deflation, a sustained general economic downturn, or in case of assets financed in the offshore segment by a decrease of the oil price. DVB's expectations on the realisable value of securities could also be incorrect, if the asset values were reduced to not foreseen low levels due to a sustained crisis of the transport market or a deflation. The financial and sovereign debt crisis and the following economic crisis, although it has mitigated recently, could result in a long lasting economic crisis and market down turn on virtually all sub-segments of the transport markets and thereby in a sustained market downturn in a number or even all of the sub-segments of the transport markets, for which DVB provides finance. If any of these

risks materialised this would have a material adverse effect on assets values and consequently on DVB's financial position and results of operations.

Furthermore, assets financed and taken as security by DVB, in particular various vessels, such as crude oil, chemical and gas tankers as well as drilling ships and rigs may expose DVB in specific circumstances to environmental risk. While DVB is not exposed to any environmental risks from these assets in the normal course of business, if a customer defaults on a loan, DVB is from time to time required to take possession or ownership of some of the assets securing the loans. Specifically, assets such as tankers and oil rigs pose a risk to the environment in case of oil leakages or the leakage of chemicals or other substances harmful to the environment. Strict environmental laws in many countries hold both the operator of such vessels and platforms and the owners of those assets liable for any environmental damages. The fees and penalties DVB could face in such a situation may be considerable and could have a material adverse effect on DVB's business, financial condition and results of operations.

#### *Risks from DVB's joint ventures violating the law*

DVB participates in a number of joint ventures, primarily in its funds business, but also to a limited extent in operational business. DVB does not control these businesses as DVB would control its consolidated subsidiaries, nor can DVB control the actions of its joint venture partners. It is also possible that DVB could have substantial disagreements with one or more of its joint venture partners. If actions taken by these entities or DVB's joint venture partners violate applicable law or regulations, it could adversely affect DVB's reputation, result in fines or other adverse legal or regulatory actions, and could have a material adverse effect on DVB's business, financial condition and results of operations.

#### *Refinancing risks*

DVB is specialised in providing financing on the transport market. Neither DVB Bank SE nor any other company of DVB pursues the retail deposit taking business in a manner substantially contributing to the refinancing of the lending business. DVB therefore depends on other refinancing sources.

Instruments used by DVB are currently in particular promissory notes and the issuances of bonds under its Debt Issuance Programme.

If DVB Bank SE was either unable to open up sufficient sources of funding or to open up sources of funding enabling DVB to enter into profit-generating transactions, this could have a material adverse effect on DVB's financial position and results of operations.

Moreover, if DVB would experience a downgrade of its credit rating, this could adversely impact its ability to obtain funding in the capital markets and could have an adverse effect on DVB's financial position and results of operations. A credit rating downgrade could be triggered by deterioration in DVB's standalone credit profile or by a downgrade of DVB's parent institution, DZ BANK. The credit rating could also potentially be impacted by a change in ownership.

#### *Interest rate risks*

DVB is subject to interest rate risks to the extent that asset side and liabilities side positions in different maturity ranges do not match in terms of amount and interest.

A large number of the loans extended by DVB are so-called rollover loans, having terms that span several years, with interest rates that are adjusted in regular intervals (e.g. three or six months), in line with the changes of a reference interest rate (e.g. LIBOR) and the agreed interest margin.

Between the terms of long-term refinancing instruments (liabilities side) and the short-term fixing of interest rates in the lending business (asset side) differences exist. DVB largely hedges against this risk via interest rate swaps. However, to the extent that interest rate swap hedges are not put into place or are not available at acceptable cost, the risk will remain that DVB would have to pay higher interest for its long-term refinancing than it can charge through its lending business if the interest rate trends prove to be unfavourable, or that (at least) part of its interest margin is eroded by such a development. This would adversely affect DVB's financial position and results of operations.

Based on the expected average refinancing costs, taking credit risk, collateral, market conditions and its return expectations into consideration, DVB determines the interest rates for any loans extended

by itself in negotiation with the borrowers. Should refinancing costs increase after loan extension, this could have an adverse effect on DVB's earnings situation. To avoid this risk, DVB endeavours to bring the average term of its refinancing (liabilities side) into line with the average terms accorded in its lending business (asset side). Where DVB is unsuccessful in these endeavours or in cases where its refinancing grows more expensive and DVB cannot pass on the increased refinancing cost, this could have adverse consequences for its financial position and results of operations.

#### *Currency risks*

The majority of the loans extended by DVB are denominated in US dollars. DVB's refinancing is carried out predominantly in US dollars and to a substantial percentage in Euro.

At present, DVB hedges the currency risk arising from the refinancing in Euro and the loan extension in US dollars by using currency swaps. If DVB discontinued this approach, which it currently has no intention of doing, a substantial currency risk would arise.

Currency risks arise with regard to collateral in those cases, where the currency in which the loan is denominated differs from the currency in which the assets provided to DVB as collateral are traded.

Moreover, a currency risk exists in respect of the net income generated in US dollars, as DVB Bank SE reports in Euro. The Company protects itself against this risk by hedging the net income projected for the relevant year on a monthly rolling basis.

From a regulatory perspective, the accommodation of loans in US dollars in combination with the Euro-denominated capital base of DVB Bank SE has the effect that the volume of the loans to be backed by liable capital will increase if the US dollar rises in value vis-à-vis the Euro (while all other conditions remain the same), thus necessitating the utilisation of more regulatory capital. If the US dollar should rise in value significantly this could finally require an increase of the capital and/or limit DVB's ability to enter into new financing transactions.

If these various currency risks manifested themselves, in particular if the hedging carried out by DVB should not be sufficient to protect DVB against fluctuations in the exchange rates, this could adversely affect DVB's financial position and results of operations.

#### *Market price risks and counterparty risks*

DVB is exposed to market price risks and counterparty risks with regard to the financial instruments it holds. Market price risks are defined as the potential loss that could be incurred through price fluctuations in the equity, foreign exchange and interest rate markets (including associated derivatives). Counterparty risk is the risk that a counterparty defaults.

DVB endeavours to minimise these risks by entering into risk-reducing transactions. If it failed in these endeavours or a counterparty of a financial instrument held by DVB defaults, this could have a material adverse effect on the financial position and results of operations.

#### *Risks from using the advanced internal-ratings-based approach and credit portfolio model*

For Shipping Finance, Aviation Finance, Offshore Finance and Land Transport Finance, DVB Bank SE uses the advanced internal-ratings-based approach for the determination of the regulatory capital required to back credit exposures. This approach is based on actuarial models. DVB Bank SE has obtained the permits and licences required for the use of these models, which also presuppose a review of said models. Furthermore, at the beginning of 2013, DVB Bank SE introduced a credit portfolio model tailored to the Transport Finance business. Specifically, this model incorporates the asset-based collateralisation of financing structures as potential risk concentration or diversification.

Where the actual credit defaults exceed the anticipated credit defaults that were ascertained in line with such models, this could have a material adverse effect on DVB's financial position and results of operations.

#### *Liquidity risks*

DVB is exposed to liquidity risk, i.e., the risk of being unable to meet current or future payment obligations or of being unable to fulfil such obligations in a timely manner. Liquidity risk can take various forms. For example, DVB may be unable to meet its payment obligations on a particular day out of available liquidity and may have to obtain further liquidity from the market on short notice and on expensive terms or may even fail to obtain liquidity. There is also a risk that lending commitments

could be unexpectedly drawn upon and that borrowers fail to make repayments on loans extended to them at the scheduled repayment date. If, due to a lack of liquidity, DVB was unable to meet its payment obligations (be it in part or full or not on time) this might result in damage claims against DVB, regulatory action and eventually the commencement of insolvency procedures. Difficulties of this nature may also be triggered by circumstances that are not related to DVB's business and may be outside of its control. Moreover, larger-scale losses, rating changes, a general decline in business activity in the financial sector, regulatory action, and a wide range of other reasons may have an adverse impact on DVB's access to liquidity. If one or more of the risks described materialised, this could have a material adverse effect on DVB's financial position and results of operations.

*Risks from changes in the regulatory requirements or enforcement activities*

DVB Bank SE is subject to banking and financial services laws and government regulation as well as intense supervision by bank regulators and central banks in each of the jurisdictions in which it conducts business. The competent regulatory authorities have an extensive administrative surveillance authority over many aspects of the financial services business, including (but not limited to), *inter alia*, liquidity, capital adequacy and permitted investments, market behaviour requirements, organisational requirements, anti-money laundering, privacy, record keeping, as well as marketing and selling practices. DVB Bank SE is therefore, among other requirements, obliged to meet minimum capital (own funds) requirements (on a stand-alone and a group level) and to maintain a complex, sophisticated and expensive risk management system. The regulatory framework is subject to permanent developments and changes in legislation or administrative practice not only at the national level. Also international bodies such as the Financial Stability Board and the Basel Committee as well as the lawmakers and regulatory authorities in Europe are continuously working on additional recommendations, regulations, standards, etc. It is likely that in future further regulations need to be considered which might adversely affect the positions of creditors of credit institutions (such as the DVB Bank SE). For a non-exhaustive list of regulatory changes, please see "*Risks for DVB Bank SE in connection with own funds, other capital requirements such as MREL and liquidity requirements as well as the leverage ratio*".

If DVB Bank SE fails to address, or appears to fail to address, appropriately any changes or initiatives in banking or financial services regulation, its reputation could be harmed and it could be subject to additional legal and litigation risk, which in turn would increase the amount and number of claims and damages asserted against it or would expose DVB Bank SE to an increased risk of enforcement actions, administrative fines and penalties.

Any of such changes or enforcement actions may result in the necessity for DVB Bank SE to raise additional own funds or other forms of capital, to restrict its business or to reduce its risk weighted assets (RWAs) to a greater extent which in turn may result in an adverse effect on DVB Bank SE's long term profitability. Moreover, compliance with amended or newly-imposed rules may lead to an increase in administrative expenses (including the expense of maintaining capital resources as required by own funds provisions), cost of compliance and reporting and consequently to higher cost ratios for DVB. The general administrative expenses of DVB may also increase as a consequence of increased supervisory fees. New regulatory requirements and in particular a failure of DVB to meet them as well as enforcement activities could also have other material adverse effects on DVB's financial position and results of operations.

*Stress test and similar exercises may adversely affect DVB Bank SE*

DVB Bank SE (on its own as well as a subsidiary of DZ BANK) has been and, in the future, may be subject to stress testing exercises initiated and/or conducted by the German regulatory authorities *Bundesanstalt für Finanzdienstleistungsaufsicht* ("**BaFin**") and *Deutsche Bundesbank* (the "**German Central Bank**"), the European Banking Authority ("**EBA**"), the European Central Bank ("**ECB**") and/or any other competent authority.

If DZ BANK's or DVB Bank SE's capital was to fall below the predefined threshold of a given stress test at the end of the stress test period and/or other weaknesses or deficiencies are identified in connection with a stress test exercise, remedial action may be required to be taken by DZ BANK or DVB Bank SE and its subsidiaries, including potentially a requirement to strengthen the own funds basis of DVB Bank SE and/or other supervisory interventions. Investors should note that the powers of competent authorities are not limited to actions in response to specific breaches of stress test requirements but that they may also take action against DZ BANK or DVB Bank SE irrespective of such breaches on the basis of their general authority.

Further, stress test results, their findings as perceived by market participants, publication thereof and/or related additional prudential requirements set by a competent authority in connection with a stress test or a similar exercise (even if related to a credit institution other than DVB Bank SE), their evaluation by financial market participants, but also the market's impression that stress tests or related prudential requirements are not sufficient to judge or reinstate a solid financial standing of a bank could have a negative impact on DVB Bank SE's reputation or its ability to refinance itself as well as increase its costs of funding or require other remedial actions. Also, negative stress test results of and/or additional prudential requirements for financial institutions with which DVB Bank SE does business may adversely affect its business activities. Further, the risks arising from the aforementioned aspects could have a material adverse effect on DVB Bank SE's reputation, business, operational results or financial position.

*Risks for DVB Bank SE in connection with own funds, other capital requirements such as MREL and liquidity requirements as well as the leverage ratio*

With effect from 1 January 2014, the German law has changed with a view to Directive 2013/36/EU of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (the "**CRD IV Directive**") and the capital requirement regulation (EU) No. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms (the "**CRR**"), (CRD IV Directive and CRR together referred to as "**CRD IV Package**"). Pursuant to the CRD IV-Package, the capital requirements for credit institutions have and continue to become significantly tighter in terms of quality and materially increase in terms of required quantity. In addition to the gradual introduction of the new capital ratios by 2019, the CRD IV-Package generally provides for a transitional phase until 2022 for capital instruments that were recognised as regulatory tier 1 capital before the CRR entered into force, but do not meet the CRR requirements for Common Equity tier 1 capital (CET 1 capital). The German Banking Act also requires banks to build up a mandatory capital conservation buffer (Common Equity Tier 1 capital amounting to 2.5% of risk-weighted assets in 2019), and authorises the BaFin to require banks to build an additional countercyclical buffer (Common Equity Tier 1 capital of generally up to another 2.5% of risk-weighted assets in 2019) during periods of high credit growth. The capital conservation buffer and the additional countercyclical buffer are phased in from 2016 in four equal steps of 0.625%, whereby the respective maximum requirement of 2.5% will be applicable from 2019 onwards. As of the date of this Prospectus, the additional countercyclical buffer has been set by BaFin to be 0.0%. The mandatory capital conservation buffer is set at 1.25% of risk-weighted assets in the period between 1 January 2017 and 31 December 2017. In addition, BaFin may require banks to build up a systemic risk buffer (Common Equity Tier 1 capital of between 1% and 3% of risk-weighted assets for all exposures and, in exceptional cases, up to 5% for domestic and third-country exposures) to prevent long-term non-cyclical systemic or macro-prudential risks, in particular such risks that are not fully covered by the capital requirements under the CRR or if risk-bearing capacity is endangered.

Additionally, there are intentions for the implementation of further regulatory requirements with respect to the liquidity coverage ratio ("**LCR**") and the net stable funding ratio ("**NSFR**") and the introduction of a binding leverage ratio which are of great importance to credit institutions such as DVB Bank SE. The liquidity requirements relating to the LCR (which requires credit institutions to maintain certain liquid assets for a 30-day period against the background of a stress scenario) commenced with a minimum LCR of 60% in October 2015 and was increased to a minimum LCR of 80% since 1 January 2017. From 1 January 2018 onwards, a 100% LCR will have to be met. The NSFR (which requires credit institutions to refinance their long term assets under regular as well as under stressed market conditions with respective long term stable funding) which must be adhered to from 2018 at the earliest, must also be at least 100% after full implementation. Finally, the CRD IV Package sets out a non-risk-based maximum leverage ratio. The obligation of banks to fully comply with the leverage ratio in the form of a binding minimum requirement is expected to be starting from 2018. However, banks are required to report and publish their leverage ratios for a future assessment and calibration of the leverage ratio. The introduction of a legally binding non-risk-based leverage ratio may constrain the Issuer's ability to grow in the future or even require the Issuer to reduce its business volumes.

The capital ratios may significantly be impacted in the future by the intended changes to the regulatory requirements in the context of current and not yet finalised considerations of the Basel Committee on Supervision to further calibrate and amend the current Basel III reform package (sometimes referred to as "**Basel IV**"), particularly from 2019. A large number of changes in the area of market, operational and counterparty risk are consolidated in this regard under Basel IV. Stricter rules concerning counterparty risk will be of particular relevance for the Issuer. The Issuer uses internal models approved by the supervisory authorities to map counterparty risk (Internal Ratings

Based Approach - "**IRBA**"). The supervisory authorities are planning under Basel IV to significantly restrict the use of IRBA models by basing the capital backing more closely on the standard approach ("**CSA floor**"), by limiting the use of IRBA to certain exposure classes as well as limiting the use of internal risk parameters ("**Constrained IRB**"). New regulatory requirements or accounting rules (such as IFRS 9 from 2018) may also adversely affect the capital ratios in the future. These uncertainties could have a negative effect on the future development of the Issuer's business. Furthermore, the Basel Standard 239 (BCBS 239) gives rise, for example, to comprehensive future requirements regarding risk data aggregation including the IT architecture and risk reporting by banks. This could lead to higher costs than initially planned, and could have a negative impact on the economic situation of the Issuer.

If the Issuer fails to address, or appears to fail to address, appropriately any changes or initiatives in banking regulation, its reputation could be harmed and it could be subject to additional legal and litigation risk, which in turn would increase the amount and number of claims and damages asserted against it or would expose the Issuer to an increased risk of enforcement actions, administrative fines and penalties.

Article 45 of the Directive for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU - the "**BRRD**") provides that member states shall ensure that credit institutions meet, at all times, a minimum requirement of own funds and eligible liabilities ("**MREL**"). The MREL shall be calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total liabilities and own funds of the institution. On 23 November 2016, the European Commission published a proposal for a European Directive amending the BRRD and a proposal for a European Regulation amending Regulation No. 806/2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the "**SRM Regulation**"). The initial draft provides for unexpected MREL eligibility criteria which are not included in the market standard terms and conditions of liabilities that were expected to be eligible MREL capital at the time of their issuance. Also, such draft proposal did not provide grandfathering for instruments that have been issued in the past to continue to be MREL eligible. If this would be final law, the Issuer would need to fulfil any upcoming MREL by virtue of issuing new debt instruments in the future.

Given that own funds requirements will increase and other regulatory requirements may change or be implemented, this may require DVB Bank SE to raise own funds instruments, increase other forms of capital or reduce its risk weighted assets (RWAs) to a greater extent which in turn may result in an adverse effect on DVB Bank SE's long term profitability. As a consequence, this may potentially have an adverse effect on the economic or legal position of creditors of DVB Bank SE. Any of the aforementioned changes may also have a material adverse effect on the operating results and financial position of DVB Bank SE.

*Regulatory requirements may change and DVB could face regulatory actions and/or further costs in connection with the Single Supervisory Mechanism (SSM) and/or the Supervisory Review and Evaluation Process (SREP)*

Since November 2014, the ECB, supported by the participating national competent authorities (NCAs, such as BaFin), is responsible for conducting banking supervision in the euro area based inter alia on the regulation on the single supervisory mechanism (European Council Regulation (EU) No. 1024/2013 of 15 October 2013, the "**SSM Regulation**" and the "**SSM**", respectively) which confers specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions. The SSM is considered as the first pillar of the so-called EU Banking Union. Since then, DZ BANK and certain of its subsidiaries (including DVB Bank SE) are "significant" credit institutions (which are subject to direct ECB supervision albeit acting with the day-to-day assistance of the NCAs) under the SSM.

With a view to fulfill the supervisory tasks assumed by it, the ECB is empowered, in particular as part of the Supervisory Review and Evaluation Process ("**SREP**"), to *inter alia*, analyse the business model, reliability of internal control arrangements (including the internal models to measure adequacy of capital and liquidity also referred to as "Internal Capital Adequacy Assessment Process" (ICAAP) and "Internal Liquidity Adequacy Assessment Process" (ILAAP), respectively), risk governance of individual groups of significant credit institutions (such as DZ BANK and DVB Bank SE) and to require those to comply with own funds and liquidity adequacy requirements which may exceed regular regulatory requirements or to take early correction measures to address potential problems.

The key result of the application of the SREP is a common scoring which may result in specific additional individual capital and liquidity requirements for the supervised credit institutions subject to

the SSM (including DZ BANK and DVB Bank SE). As a result, each affected credit institution will receive and DZ BANK has already received a SREP decision by the ECB affecting, among other, individual capital requirements which may increase the capital requirements applicable to DVB Bank SE.

Under the SSM, the ECB together with the NCAs is currently working on establishing a framework of joint standards setting a common set of understanding regarding priorities from a regulatory and banking supervisory point of view. Part of this ongoing work focuses inter alia on further harmonising options and discretions available for EU Member States under the CRD IV/CRR-Package and a targeted approach to monitor suitability of internal bank models evaluating capital and liquidity adequacy. This targeted review (Targeted Review of Internal Models – "TRIM") has recently become one of the key priorities of the ECB. The results of the review may have significant impacts on banks' balance sheets as the TRIM process will account for potential changes in the internal model requirements that are expected to be introduced during the project's lifetime. The TRIM is currently in its second phase with a view to being finalised in 2019.

Whereas often such joint framework and other arrangements determined under the SSM (as mentioned above) may not be publicly available information and also be subject to change, these may have an impact on how regulatory requirements are actually applied. Procedures within the SSM (including the interaction between the NCAs and the ECB) will be subject to constant scrutiny, change and development and this fact as well as other regulatory initiatives could change interpretation of regulatory requirements and lead to additional regulatory requirements, increased costs of compliance and reporting for the Issuer. Furthermore, such developments may require re-adjustment of a credit institution's business plan that is subject to the SSM or may have other material adverse effects on its business, results of operations or financial condition.

Pursuant to Article 12 of the European Council Regulation (EU) No 1024/2013, and Articles 143 to 146 of the Regulation (EU) No 468/2014 of the ECB, and according to the adopted supervisory examination programme, an on-site inspection by the ECB takes place within DVB Group with the purpose of assessing credit and counterparty risk management and risk control system. As of the date of this Prospectus, there is no result of the on-site inspection available.

#### *Operational risks*

As part of its normal business activities, DVB conducts a large number of complex transactions in multiple jurisdictions and is, therefore, exposed to various operational risks. These risks relate to, in particular, the possibility of inadequate or erroneous internal and external work processes and systems, regulatory problems, human errors and deliberate violations of law, such as fraud. Such events may cause substantial losses and reputational harm. Reputational harm can negatively influence the demand for the products of DVB and can negatively influence the ability of DVB to refinance. DVB endeavours to limit operational risks by implementing appropriate control processes tailored to its business and to the market and regulatory environment in which it operates. Nevertheless, it is possible that these measures may prove to be ineffective in relation to some or all operational risks to which DVB is exposed. If one or more of the risks described materialised, this could have a material adverse effect on DVB's financial position and results of operations.

#### *Risks arising from the complexity of financing transactions*

DVB is specialised in large-volume financing for the international transport market. Its clients are domiciled across the globe. Likewise, DVB's staff is located across the globe. Loan agreements and collateral documentation in this financing segment are often subject to foreign laws and are sometimes highly complex. While DVB regularly obtains external legal advice, it cannot be excluded that DVB, due to the complexity of the financing transactions, takes or omits to take measures and that this may have an adverse impact on DVB's positions and permanently increase its default risk. Any such misjudgements in risk assessment may have a material adverse effect on DVB's financial position and results of operations.

#### *Risks from financing structures, under which DVB holds the mobile asset*

In addition to classic loan structures, DVB also offers financing solutions to its clients whereby DVB entities themselves acquire the asset (e.g. an aircraft or vessel) which is the target of DVB's borrowers. Such financing structures also include so-called operating leases, whereby a DVB entity leases an asset owned by DVB to the borrower. Under these structures, DVB assumes the value risk of the relevant asset. Where the assessments of DVB's Asset & Market Research unit of the current

and future usability and value of such assets prove to be incorrect, this would have an adverse effect on DVB's financial position and results of operations.

*Risks with regard to Corporate Finance, market risk*

In connection with its Corporate Finance services DVB provides its clients advice and services in connection with M&A transactions, the access to equity and debt capital markets as well as the use of structured finance products. DVB may in particular act as underwriter in connection with the offer of equity and debt instruments and thereby assume market risks. If DVB should cause damages to its clients in connection with these activities or not comply with specific regulatory requirements applying in connection with certain of these activities this could not only result in substantial reputational damage but also have an adverse effect on DVB's financial position and results of operations.

*Risks with regard to Investment Management*

In its Investment Management business division, DVB is active as initiator, investment adviser and asset manager in the market of closed-end funds. The funds initiated by DVB are geared towards professional investors. In connection with closed-end funds initiated by DVB, DVB also assumes a material equity risk exposure.

To the extent that DVB finances any such closed-end funds or acquires an interest in them, DVB also bears the risk associated with the investment asset. Where the assessments of the current and future usability and value of such investment assets by the Group's Asset & Market Research prove to be incorrect, this would have an adverse effect on DVB's financial position and results of operations.

In addition, the Group as a service provider renders, in particular, advisory services with regard to the acquisition of assets via closed-end funds as well as services in connection with the management of such assets. Where staff employed by DVB breaches its duties in the performance of these services, this may have adverse consequences for DVB's financial position and results of operations.

*Risks from the expansion of DVB's service range*

DVB has continuously expanded its service range to include complementary asset-oriented services. Specific asset oriented services are rendered, inter alia, by specialised teams like the Aviation Asset Management team or by subsidiaries as well as other DVB entities. With these services, DVB has expanded its service spectrum beyond the scope of financing services. Even though the (financed) asset is at the core of these services, as is the case with DVB's financing activities, there is the possibility that the expansion of DVB's service offer beyond its previous core competences into complementary areas proves to be less successful than expected. Based on its Asset & Market Research, DVB is counteracting this risk by expanding its service range to only include complementary activities and, where necessary, by obtaining required competencies for this supplementary business through acquisitions. However, where these expansions of the Group's business activities fail to be successful, this could have an adverse impact on DVB's financial position and results of operations.

In addition DVB has expanded to additional financing services like services in connection with the raising of equity and public debt. A substantial reputational risk is connected with this expansion of its service range should DVB not comply with market standards or legal requirements. If the reputational risk should materialize or the expansion of the Group's service offer beyond its previous core competencies into these services proves to be less successful than expected this could have an adverse impact on DVB's financial position and results of operations.

In its Investment Management division as well as in connection with its complementary asset-oriented services DVB also enters into contracts on the delivery of assets. If it should not be in the position to fulfil the obligations resulting from such contracts this could have an adverse impact on DVB's financial position and results of operations.

*Certain tax-related risks*

The last finalized tax audit at DVB Bank SE covered periods up to 2011. The Company believes that the tax returns filed have been lodged in accordance with the applicable laws and regulations. However, it cannot be excluded that the current or a future tax audit may result in additional tax being assessed. This could adversely affect DVB Bank SE's financial position and results of operations.

#### *Change of tax law risks*

DVB Bank SE and the Instruments are subject to the general tax environment in Germany. Changes in tax legislation, administrative practice or case law could have adverse tax consequences for DVB Bank SE or the taxation of investors. Despite a general principle prohibiting retroactive changes, amendments to applicable laws, orders and regulations can be issued or altered with retroactive effect. Additionally, divergent interpretations of tax laws by the tax authorities or the tax courts are possible. These interpretations may be changed at any time with potentially adverse effects on DVB Bank SE's tax position or the taxation of investors. Furthermore, court decisions are often overruled by the tax authorities by way of issuing non-application decrees (Nichtanwendungserlasse). Deviating views adopted by the tax authorities or the tax courts might lead to a higher tax burden for DVB Bank SE. Additionally, if adverse changes in the tax framework should occur, individually or together, this could have a material adverse effect on DVB Bank SE's cash flows, financial position and results of operations.

#### *Risks arising from the dependence on managerial personnel and financing specialists*

DVB's success with its clients is largely dependent on the activities of both its members of the Board of Managing Directors and its financing specialists focusing on the transport sector. In particular its highly qualified staff specialised in the processing and structuring of financing packages for the transport sector plays a vital role for DVB's success. Should one or more Managing Director(s) and/or financing specialist(s) leave DVB, this could have an adverse effect on its financial position and results of operations.

#### *Risks related to the use of IT systems whose functionality may be impaired by internal and external factors.*

DVB's business activity is to a large extent dependent on information technology systems ("**IT Systems**"), modern communication media and other technical systems. This is particularly the case in respect of DVB's risk management and payment transaction systems. The complete or partial failure of IT Systems may result in a significant disruption of business processes, the temporary suspension of business operations, claims for damages, and loss of clients. In addition, if DVB is unable to make the necessary adjustments and updates to its IT Systems, this may result in disruptions of business transactions, datasets that contain errors, calculations that do not meet the requirements of banking regulations, and other disruptions and risks, the details of which cannot be predicted. If one or more of the risks described should materialise, this could have a material adverse effect on DVB's business, financial position and results of operations.

#### *Break up of the Eurozone and risks in relation to the impacts of current European economic and political developments*

Although the pace of recovery of the euro zone is projected to be slightly lower compared to 2016, the financial and sovereign debt crisis and the following economic crisis which started in 2007 has mitigated. If this crisis should deteriorate again, there is a possibility that one or more countries may default and/or leave the European Monetary Union and re-establish their own national currency or that the European Monetary Union may collapse. A referendum on the United Kingdom's membership in the European Union held on 23 June 2016 resulted in a majority vote to leave the European Union. Such developments may result in the need to restate existing contractual obligations and can have unpredictable financial, legal, political and social consequences. In such an event, it is likely that there would be significant, extended and generalised market dislocation with unpredictable and materially adverse effects on DVB's business, results of operations and financial condition. In addition, the departure of one or more countries from the European Monetary Union may lead to the imposition of, *inter alia*, exchange control and mandatory payment laws. Any one or more of the factors outlined above could result in material adverse effects on DVB's financial position and results of operations.

#### *Financial market upsets, the German Bank Restructuring Act, the German Act on the Restructuring and Orderly Resolution of Credit Institutions and other sovereign or regulatory intervention*

Market upsets on the international financial markets may affect inflation, interest rates, the price of securities, participation by other investors and thus almost all investments and lead to extensive governmental intervention. It is generally not possible to predict the structural and/or regulatory changes which may result from the current and future market conditions or whether such changes may be materially adverse to the Issuer or the Instruments, if any.

However, the German legislator implemented the German Bank Restructuring Act (*Gesetz zur Restrukturierung und geordneten Abwicklung von Kreditinstituten, zur Errichtung eines Restrukturierungsfonds für Kreditinstitute und zur Verlängerung der Verjährungsfrist der aktienrechtlichen Organhaftung – Restrukturierungsgesetz*) as part of its reaction to the financial crisis which begun in 2007. As a German credit institution, the Issuer is subject to the German Bank Restructuring Act which introduced inter alia on 1 January 2011 a special restructuring scheme for German credit institutions consisting of: (i) the restructuring procedure (*Sanierungsverfahren*) pursuant to sections 2 *et seqq.* of the German Act on the Reorganisation of Credit Institutions (*Kreditinstitute-Reorganisationsgesetz – "KredReorgG"*), (ii) the reorganization procedure (*Reorganisationsverfahren*) pursuant to sections 7 *et seqq.* of the KredReorgG. These aforementioned procedures under the KredReorgG are additional measures next to potential measures, steps and proceedings under the SRM. Whereas a restructuring procedure (*Sanierungsverfahren*) may generally not interfere with rights of creditors, the reorganization plan established under a reorganization procedure (*Reorganisationsverfahren*) may provide for measures that affect the rights of the credit institution's creditors including a reduction of existing claims or a suspension of payments. Such measures may, however, not affect the asset pool serving as cover for *Pfandbriefe*. The measures proposed in the reorganization plan are subject to a majority vote of the creditors and shareholders of the respective credit institution. Furthermore, the KredReorgG stipulates detailed rules on the voting process and on the required majorities and to what extent negative votes may be disregarded. Measures pursuant to the KredReorgG are instituted upon the respective credit institution's request and respective approval by the German Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*).

#### *Risks in connection with contributions to the resolution fund*

DVB is subject to the German bank levy (*Bankenabgabe*) which was introduced at the beginning of 2011. With implementation of the BRRD (as defined in the risk factor "*Risks for DVB Bank SE in connection with own funds, other capital requirements such as MREL and liquidity requirements as well as the leverage ratio*" above), into German law, this bank levy implements the contributions from credit institutions and investment firms provided for in the BRRD. In connection with the Single Resolution Mechanism a Single Resolution Fund shall be funded by contributions from credit institutions and certain investment firms in participating Member States.

These contributions shall be raised at least annually in order to reach a certain target funding. If the funds raised are insufficient to deal with the resolution of a credit institution or investment firm, further contributions may be raised from credit institutions and investment firms including from DVB. The obligation to pay such contributions could have a material adverse effect on DVB's business, financial condition or results of operations.

#### *Risks in connection with U.S. Foreign Corrupt Practices Act and similar worldwide anti-corruption laws*

The U.S. Foreign Corrupt Practices Act ("**FCPA**") and similar worldwide anti-corruption laws generally prohibit companies and their intermediaries from making improper payments to public officials for the purpose of obtaining or retaining business. DVB's internal policies mandate compliance with these anti-corruption laws. DVB has operations in the United States and around the world. Despite the training, oversight and compliance programs, DVB cannot assure that its internal control policies and procedures will always protect it from deliberate, reckless or inadvertent actions of employees or agents that could contravene its compliance policies or violate applicable laws. Violations of these laws, or allegations of such violations, could result in the imposition of substantial fines, restrictions on DVB's business, and damage to DVB's reputation, and could have a material adverse effect on its financial condition and results of operations.

#### *Risks in connection with the acquisition of loan portfolios and/or undertakings*

Although DVB is not generally active in acquisitions, it does from time to time engage in selected, opportunistic acquisitions of loan portfolios and/or undertakings. To the extent DVB acquires other companies or loan portfolios, DVB is exposed to the risk that the acquisition has not the expected economic advantages and it pays a too high purchase price.

If the counterparty defaults in respect of an acquired loan portfolio should be higher than expected and/or the value of the security interests existing in respect of an acquired loan portfolio should be lower than expected, DVB may incur losses in respect of an acquired portfolio that could have a material adverse effect on DVB's business, financial condition or results of operations.

If DVB is unable to successfully integrate an acquired undertaking, it could have an adverse effect on its reputation in the market and on its business and could result in unplanned increases in costs. In addition, DVB could through such acquisitions become exposed to additional legal claims or other liabilities that it did not discover in the acquisition due diligence. In an extreme case, the unsuccessful integration of or failure to complete an acquisition, or the acquisition of substantial liabilities in connection with an acquisition, could have a material adverse effect on DVB's business, financial condition or results of operations.

#### *Force majeure and other risks*

There are further risks which could have an impact or even material adverse effect on DVB's business, financial condition or results of operations. These risks include, but are not limited to, the following scenarios:

- political, social or economic instability which could disrupt DVB's operations;
- war, civil unrest, turmoil or the outbreak of disease in areas where DVB operates or depends on;
- explicit or implicit discrimination against non-local companies;
- human error, fraud or malfeasance;
- restrictions on DVB's ability to obtain ownership of or title to assets under local regulations or laws;
- the imposition of additional or higher taxes;
- difficulties in obtaining or retaining required licenses, certifications or other regulatory approvals;
- the imposition of sanctions on transacting business in certain countries; and
- problems related to labour regulations, labour relations or staffing.

International growth and expansion into new markets, including emerging markets, could involve difficulties concerning the necessity of adapting to new regulatory systems, and unfamiliar or unpredictable economic, social and political systems and conditions. For example, unstable political conditions or civil unrest could negatively impact DVB's operations in a region or DVB's ability to repossess collateral or enforce its contractual rights. Part of DVB's operations are located in Curaçao, which in recent years has experienced significant political changes, some of which are ongoing and could potentially have significant consequences for that country and its business and regulatory environment. In addition, although DVB endeavours to limit operational risk by implementing appropriate controls, such measures could prove ineffective with respect to one or more of the operational risks to which its business is exposed.

The occurrence of one or more of these risks could cause substantial losses, result in reputational harm (which could decrease demand for DVB's services and limit DVB's ability to refinance its liabilities on acceptable terms), and could have a material adverse effect on DVB's financial condition and results of operations.

#### *Country Risk*

Country risk is defined as the risk of loan losses or other monetary losses in a particular country, as a result of social/political and/or macro-economic developments or events. DVB grants to a limited extent credit also to debtors in countries subject to increased default risk. Although the country risk should be mitigated through the financing structure (in particular by collateralisation), the country risk could have a material adverse effect on DVB's financial position and results of operations should it materialise.

## **Risk Factors relating to the Instruments**

The following is a disclosure of risk factors that are material to the Instruments issued under the Programme.

### *Market price risks*

The market value of the Instruments will be affected by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to the value of the respective reference assets or the indices and prospects, the market interest and yield rates and the time remaining to the Maturity Date of the Instruments.

### *Currency risks*

Prospective investors in the Instruments should be aware that an investment in the Instruments may involve exchange rate risks.

If an Instrument is denominated in a foreign currency, the Holder will be exposed to the risk of changes in currency exchange rates which may affect the yield of such Instrument. For example, a change in the value of any foreign currency against the Euro will result in a corresponding change in the Euro value of an Instrument denominated in a currency other than Euro. If the underlying exchange rate falls and the value of the Euro correspondingly rises, the price of the Instruments expressed in Euro will fall.

### *Liquidity risks*

Instruments issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market. If the Instruments are traded after their initial issuance, they may trade at a discount to their initial offering price and, thus, the Holder may only be able to sell the Instruments prior to maturity at a discount, which could be substantial, from the issue price or the purchase price paid by such Holder, depending upon prevailing interest rates, the market for similar securities, general economic conditions, liquidity discounts or premiums and the financial condition of the Issuer. Although application may be made for the Instruments issued under the Programme to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Regulated Market "Bourse de Luxembourg" which is a regulated market for the purposes of MiFID II, there is no assurance that such applications will be accepted, that any particular Tranche of Instruments will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Instruments. Consequently, any purchaser of the Instruments must be prepared to hold the Instruments until the Maturity Date or final redemption of such Instruments.

### *Fixed Rate Instruments*

A Holder of a Fixed Rate Instrument is exposed to the risk that the price of such Instrument falls as a result of changes in the market interest rate. While the nominal interest rate of a Fixed Rate Instrument as specified in the applicable Final Terms is fixed during the life of such Instrument, the current interest rate on the capital market ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of a Fixed Rate Instrument also changes, but in the opposite direction. If the market interest rate increases, the price of a Fixed Rate Instrument typically falls, until the yield of such Instrument will approximately be equal to the market interest rate. If the market interest rate falls, the price of a Fixed Rate Instrument will typically increase, until the yield of such Instrument is approximately equal to the market interest rate. If the Holder of a Fixed Rate Instrument holds such Instrument until maturity, changes in the market interest rate will be without relevance to such Holder as the Instrument will be redeemed at a specified redemption amount, usually the principal amount of such Instrument.

### *Floating Rate Instruments*

Instruments with floating interest rates can be volatile investments. A Holder of a Floating Rate Instrument is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Instruments in advance. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market value may be more volatile than those for securities that do not include these features. If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to

some other leverage factor the effect of changes in the interest rates on interest payable will be magnified.

Further, so-called benchmarks such as the London Interbank Offered Rate ("**LIBOR**") and the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**"), to which the interest of Instruments bearing or paying a floating or other variable rate of interest may be linked, have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause the relevant benchmarks to perform differently than in the past, or have other consequences which may have a material adverse effect on the value of and the amount payable under Instruments bearing or paying a floating or other variable rate of interest.

International proposals for reform of Benchmarks include the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**") which will enter into force on 1 January 2018. In addition, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. Although it is uncertain whether or to what extent any of the abovementioned changes and/or any further changes in the administration or method of determining a Benchmark could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be, and/or could have an effect on the value of any Instruments whose interest or principal return is linked to the relevant Benchmark, investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under Instruments whose rate of interest or principal return is linked to a Benchmark (including, but not limited to, floating rate Notes and floating rate Pfandbriefe).

#### *Suitability*

Prospective investors should determine whether an investment in the Instruments is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Instruments and to arrive at their own evaluations of the investment. An investment in the Instruments is only suitable for investors who:

- have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Instruments;
- are capable of bearing the economic risk of an investment in the Instruments for an indefinite period of time;
- are acquiring the Instruments for their own account for investment, not with a view to resale, distribution or other disposition of the Instruments (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- will recognize that it may not be possible to make any transfer of the Instruments for a substantial period of time, if at all.

#### *Foreign Account Tax Compliance Act*

The United States has enacted rules, commonly referred to as "FATCA," that generally impose a new reporting and withholding regime with respect to certain U.S. source payments (including dividends and interest), gross proceeds from the disposition of property that can produce U.S. source interest and dividends and certain payments made by entities that are classified as financial institutions under FATCA. The United States and Germany entered into an intergovernmental agreement to implement FATCA (the "**Germany IGA**"). Under the Germany IGA DVB does not expect to be required to withhold amounts on payments it makes under FATCA. However, significant aspects of whether or how FATCA will apply remain unclear, and no assurance can be given that

withholding under FATCA will not become relevant with respect to payments made by DVB in the future. In particular, no assurance can be made that payments under the Instruments made to entities that are considered non-US "financial institutions" will not be subject to FATCA beginning 1 January 2019 to the extent such payments are considered "foreign passthru payments" within the meaning of FATCA. Prospective investors should consult their own tax advisors regarding the potential impact of FATCA.

#### **Additional Risk Factors relating to the Notes**

*Risks in connection with a resolution regime and "bail-in rules" for credit institutions as well as contractual bail-in-rules, the Single Resolution Mechanism, and measures to implement the BRRD.*

The Notes are subject to provisions applying or enabling the competent resolution authorities to apply under certain circumstances loss absorbency regimes to the Instruments, even if such regimes are not contained in the Terms and Conditions or the Final Terms. The consequence of such loss absorbency rules is that the investors of the Instruments would have to share in the losses of the Issuer, might lose the value of their entire investment or their rights might be severely affected.

#### Resolution regime consisting of SAG, BRRD and the SRM Regulation

These provisions are *inter alia* laid down in the Act on the Restructuring and Orderly Resolution of Credit Institutions (*Sanierungs- und Abwicklungsgesetz* – the "**SAG**") which implements the Directive for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU - the "**BRRD**") into German law. It entered into force on 1 January 2015. Additionally, within the European Union in addition to the BRRD, by Regulation (EU) No. 806/2014 (the "**SRM-Regulation**"), a Single Resolution Mechanism (the "**SRM**") establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms and a Single Resolution Fund (the "Fund") was established. The SRM is considered as the second pillar of the so-called EU Banking Union (and in this respect supplements the Single Supervisory Mechanism as the respective first pillar) - according to which certain significant banks, including DZ BANK and DVB Bank SE, are supervised by the ECB - by a single resolution authority. The predominant part of the provisions of the SRM Regulation is applicable since 1 January 2016.

Regarding the supervision of credit institutions, like DVB Bank SE (as subsidiary of DZ BANK), which are directly supervised by the ECB, as a result of the SRM Regulation becoming applicable, most of the responsibilities of the national resolution authorities in the relevant Member State (i.e. with respect to Germany, the *Bundesanstalt für Finanzmarktstabilisierung* – the "**FMSA**") under the BRRD were shifted from the national level to the European level, in particular to a new agency of the European Union, the resolution board (the Single Resolution Board, the "**Board**"), for the purposes of a centralised and uniform application of the resolution regime.

Accordingly, for those credit institutions the Board is *inter alia* responsible for resolution planning, setting so-called minimum requirements for eligible liabilities (MREL), adopting resolution decisions, writing down capital instruments and is entitled to take other early intervention measures. The European Commission made a proposal on 23 November 2016 for the adjustment of these rules, in order to reach consistency with the requirements on Total Loss Absorbing Capacity (TLAC) which are agreed on the international level and solely applicable for globally systemic relevant banks (G-SIBs). The obligation to meet minimum requirements of eligible liabilities may increase the Issuer's refinancing costs and may adversely affect its ability to meet the payment obligations under the Notes.

Further, as a result of the interplay of the SRM and the BRRD (as nationally transposed) among other things, (i) credit institutions and resolution authorities are obliged to draw up recovery and resolution plans on how to deal with situations of financial stress, (ii) competent authorities are entitled to take early intervention measures, (iii) a set of resolution tools which resolution authorities can apply to preserve critical functions without the need to bail out a credit institution (or its creditors) has been introduced, and (iv) resolution funds are being set-up to finance and facilitate the effective and efficient resolution of credit institutions.

With respect to above mentioned early intervention measures, the competent authority may take various actions and measures, depending on the relevant situation, e.g. require changes to legal/and or operational structures, require the drawing up of detailed recovery plans which set out how stress scenarios or cases of systemic instability could be addressed or request reduction of the Issuer's risk profile, measures enabling recapitalisation measures, improving the liquidity situation or otherwise

require improvement actions regarding the resilience of the core business lines and critical functions and even require the management to be removed/replaced.

Any such legal provisions and/or regulatory measures may severely affect the rights of the Holders and may have a negative impact on the market value of the Instruments also prior to the effectiveness of such measures or resolution.

Holders are further subject to the risk of the application of the so-called bail-in tool. Pursuant to this measure, claims for payment of principal, interest or other amounts under the Notes may be subject to a permanent reduction, including to zero, variations of the terms and conditions of the Notes in other aspects (e.g. changes of the debt instrument's maturity) or a conversion into one or more instruments that constitute common equity tier 1 capital instruments (such as share capital) by intervention of the competent resolution authorities. These measures entail the risk that creditors such as Holders whose claims are affected (i) suffer a partial or complete write-down of the nominal amount of their outstanding claim, (ii) may otherwise lose all or part of their investment e.g. by being subject to a permanent reduction, including to zero, or variation of the terms and conditions of the Notes in other aspects (e.g. extension of the maturity of a debt instrument) or (iii) receive shares or other instruments of the core capital (hartes Kernkapital) in exchange for their claims (whereby such equity instruments may be highly diluted and have a value close to zero). Pursuant to the applicable provisions, any write-down (or conversion) in accordance with the bail-in tool or the write-down tool would not constitute an event of default under the terms of the relevant instruments. Consequently, any amounts so written down would be irrevocably lost and the holders of such instruments would cease to have any claims thereunder. The competent resolution authority may however, restore the position of the holders of bail-in or write-down instruments should the position of the respective institution improve. Payments made in breach of the order of the competent resolution authority would have to be reimbursed.

Credit institutions (such as DVB Bank SE) are required to maintain a certain amount of own funds and eligible liabilities which can be used for bail-in and are exposed to an increased likelihood of being subject to the risks arising from resolution measures and actions. In addition, the Terms and Conditions or the Final Terms of Subordinated Notes will and the other Instruments may provide for contractual provisions allowing a bail-in. Eligible liabilities for purposes of bail-in would generally include Tier 2 capital instruments as issued under the Programme.

In addition to the bail-in tool, the competent resolution authorities may apply a broad range of other resolution tools, measures and powers. This includes *inter alia* the formation of a bridge institution (*Brückeninstitut*), the sale of the relevant entity (*Unternehmensveräußerung*) or its shares or the separation of valuable assets from the impaired assets of a failing credit institution, any transfer of rights and obligations (such as the Issuer's obligations under the Notes) to another entity, other amendment of the terms and conditions of the Notes (including their cancellation) or even the change of the legal form of the Issuer.

These aforementioned tools, measures and powers are binding on the Holders. Therefore, Holders would in particular have no claim or any other right against DVB Bank SE arising out of any resolution measure to make payments under the Instruments or relevant other Securities against DVB Bank SE. This would occur if DZ BANK and/or DVB Bank SE becomes, or is deemed by the competent supervisory authority to have become, failing or likely to fail (in particular if its continued existence is at risk (*Bestandsgefährdung*)) or, alternatively, require extraordinary public financial support and certain other conditions are met (as set forth in the SRM Regulation, the SAG and other applicable rules and regulations).

Whether, and if, to which extent the Instruments (if not or not fully exempted by way of protective provisions) may be subject to aforementioned tools, powers and measures (in particular resolution tools such as the bail-in tool) will depend on a number of factors that are outside of DVB Bank SE's control, and it will be difficult to predict when, if at all, this may occur. The exercise of any resolution measure would in particular not constitute any right of a creditor to terminate the Instruments. In case DZ BANK and/or DVB Bank SE is subject to any resolution measure exercised by a competent resolution authority, Holders and other creditors of DVB Bank SE face the risk that they may lose all or part of their investment, including the principal amount plus any accrued interest, or that the obligations under the Instruments are subject to any change or variation in the terms and conditions of the Instruments (which change will be to the detriment of the Holder), or that the Instruments would be transferred to another entity (which may lead to a detrimental credit exposure) or are subject to any other measure if resolution measures occur.

### Hierarchy of claims

The resolution regime stipulates that holders of common equity tier 1 capital instruments (as shareholders) and holders of other own funds instruments shall bear losses first and that creditors shall bear losses after such holders of common equity tier 1 capital and other own funds instruments generally in accordance with the order of creditors applicable in regular insolvency proceedings. As an expression of the so called no creditor worse-off principle (NCWO), creditors should generally not incur a greater loss than it would have incurred if the institution had been wound up under regular insolvency proceedings. However, the NCWO principle does not disallow the ability of the competent resolution authority to use any resolution tool or measure, but only leads to a potential compensation claim that may be raised by the affected person. Hence, the competent resolution authorities will, in general, take measures under the bail-in tool in a particular sequence so that (i) common equity tier 1 capital instruments being written down first in proportion to the relevant losses, (ii) thereafter, the principal amount of other capital instruments (additional tier 1 capital instruments and tier 2 capital instruments) being written down on a permanent basis or converted into common equity tier 1 capital instruments in accordance with their order of priority and (iii) thereafter, certain eligible liabilities (potentially including some liabilities under and in connection with Notes other than Subordinated Notes) in accordance with the hierarchy of claims of DVB Bank SE's creditors in normal insolvency proceedings being written down on a permanent basis or converted into common equity tier 1 capital instruments.

### Changes in the hierarchy of claims

In transposition of a requirement under the BRRD, the German legislator changed the hierarchy of claims (*Haftungskaskade*) in regular insolvency proceedings and implemented a preferential treatment for certain claims of depositors (section 46f para. 5 to 7 of the German Banking Act (*Kreditwesengesetz*, "**KWG**")). Hence, Holders might rank below certain depositors' claims and therefore have an increased likelihood of being subject to the risks arising from resolution measures.

Pursuant to the German Act on the Mechanism for the Resolution of Banks of 2 November 2015 ("**Resolution Mechanism Act**" – *Abwicklungsmechanismusgesetz*), obligations of the Issuer under senior unsecured debt instruments issued by it would, in the event of initiation of insolvency proceedings or the implementation of resolution measures affecting DVB Bank SE, rank (i) junior to all other outstanding unsecured unsubordinated obligations of DVB unless, in particular, the terms of such instruments provide that the repayment or interest amount depends on the occurrence or non-occurrence of a future event or the repayment will be settled in kind unless, for interest payments, the interest amount or the payment of interest depends only on a reference rate and is paid in cash or the instruments are typically traded on money markets and (ii) in priority of contractually subordinated instruments. This order of priority would apply to insolvency proceedings or in the event of resolution measures commenced on or after 1 January 2017 and would also affect any senior unsecured debt instruments outstanding at this time. Instruments constituting senior unsecured debt instruments issued by reference to this Prospectus could be considered to be subject to this lowering of the ranking category. The main objective of the Resolution Mechanism Act is to allow for a bail-in of such instruments (and therefore increases the likelihood of risks from the resolution regime and the bail-in tool and other measures relating to the Single Resolution Mechanism). As a consequence, this could lead to increased losses for creditors of senior unsecured debt instruments which shall be junior to claims of ordinary unsecured non-preferred creditors of DVB Bank SE in a regular insolvency scenario and consequently also already when resolution measures are implemented, in particular by application of the bail-in tool.

In addition, Holders are exposed to risks associated therewith (or uncertainty whether the subordination applies), in particular, without limitation, that the potential subordination negatively affects the market value of the Notes, a reduced liquidity for trading such Notes or reduced options to successfully post Notes as (ECB) central bank collateral or for other collateral purposes.

On 23 November 2016, the European Commission additionally published a proposal for an amendment of the BRRD, which provides for a change in the hierarchy of claims (*Haftungskaskade*) in the case of insolvency and in the case of a bail-in. If this proposal was adopted, further changes to section 46f para. 5 to 7 KWG could be necessary, which could also affect the ranking of the Notes issued under this Prospectus in case of insolvency or in the case of a bail-in.

#### *Risks of total loss due to regulatory measures*

In the event of a crisis of DVB Bank SE or DZ BANK Group and thus, already prior to any liquidation or insolvency or such procedures being instigated, investors will be exposed to a risk of suffering a partial or full loss of their invested capital, or that the Notes or other debt will be subject to a conversion into one or more equity instruments (e.g. shares) of DVB Bank SE. Extraordinary public financial support for troubled banks, if any, may only be used as a last resort after having assessed and exploited, to the maximum extent practicable, the resolution measures, including the bail-in tool.

Investors in the Subordinated Notes should note that they are issued with the intention of being recognised as Tier 2 capital pursuant to CRR and given the applicable state aid guidelines (which require strengthened burden sharing requirements by banks' creditors), the SRM Regulation, the SAG as well as the BRRD and the related bail-in tool investors in subordinated instruments in particular should take into consideration that they may be significantly affected by such aforementioned procedures and measures (which may lead to the loss of the entire investment). Further, any other creditor of DVB Bank SE may also be affected by such measures.

As a consequence, the FMSA, the Board or any other competent authority might in any such situation be entitled, *inter alia*, to demand – for instance as a prerequisite for the granting of state or similar extraordinary public financial support – that any interest may not be paid and that the nominal amount of Notes (and in particular Subordinated Notes) be reduced to zero, variation of the terms and conditions of the Notes in other aspects (e.g. variation of the maturity of a debt instrument) or impose other regulatory measures, including, but not limited to, conversion of the respective Notes or any other debt into one or more equity instruments (e.g. capital stock). Any such regulatory measure may release DVB Bank SE from its obligations under the terms and conditions of the Notes or any other debt. In such circumstances, Holders would not be entitled to terminate, or otherwise demand early redemption of, the Notes or any other debt, or to exercise any other rights in this respect. In this context, in particular the hierarchy of claims of DVB Bank SE's creditors in normal insolvency proceedings and the liability cascade provided for by the BRRD and the SAG must be taken into account.

Also, the aforementioned measures may produce comparable results from an economic point of view for creditors concerned, e.g. the initial debtor (i.e. DVB Bank SE) may be replaced by another debtor (who may have a fundamentally different risk profile or creditworthiness than DVB Bank SE). Alternatively, the claims of bank creditors against the institution concerned may continue to exist while the institution's assets, its area of activity or creditworthiness are no longer the same. Alternatively, the claims may remain with the original debtor, but DVB Bank SE's legal or economic situation regarding the debtor's assets, business activity and/or creditworthiness may not be identical (and may have significantly deteriorated compared to the situation prevailing prior to the application of the relevant measure), to the situation prior to the application of the measure.

Further, even though any measure, tool or power in connection with the resolution regime of the SRM may not in all cases directly interfere with the rights of Holders or other creditors of DVB Bank SE, already the mere fact that the Board, the FMSA or another competent authority prepares or applies any such measure, tool or power towards DVB Bank SE or even a different credit institution may have a negative effect, e.g. on the market value, pricing or liquidity of liabilities issued by DVB Bank SE, their volatility, on the rating of DVB Bank SE or on DVB Bank SE's ability to refinance itself or its refinancing costs or otherwise have a material adverse effect on the operating results and financial position of DVB Bank SE.

#### *Risk of Early Redemption*

Unless in the case of any particular Tranche of Notes the relevant Final Terms specify otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Federal Republic of Germany or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the applicable Terms and Conditions.

#### *Notes issued at a Substantial Discount or Premium*

The market value of securities issued at a substantial discount or premium from their principal amount tends to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

#### *Subordinated Notes*

The obligations under subordinated Notes constitute unsecured and subordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer. In the event of the dissolution, liquidation, insolvency, composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, such obligations will be subordinated to the claims of all unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable under such obligations until the claims of all unsubordinated creditors of the Issuer shall have been satisfied in full.

There might be specific risks in relation to call rights in connection with Subordinated Notes. Holders of Subordinated Notes do not have the right to demand the early redemption of Subordinated Notes. The Issuer may have the right to call Subordinated Notes for redemption prior to their stated maturity but only after a minimum duration of five years and if indicated in the applicable Final Terms ("**Optional Call Right**"). In addition, Subordinated Notes may be subject to early redemption also before expiry of the minimum duration of five years (i) for reasons of taxation, or (ii) for regulatory reasons, all as set forth in the applicable Terms and Conditions and Final Terms and applicable regulatory provisions (each an "**Early Redemption Event**"). Holders of Subordinated Notes should not expect that the Issuer would, or would be able to, exercise an Optional Call Right or its right to redeem the Subordinated Notes upon the occurrence of an Early Redemption Event. If the Issuer exercises the Optional Call Right in relation to Subordinated Notes or its right to redeem Subordinated Notes upon the occurrence of an Early Redemption Event, in each case with the prior permission of the competent authority, a Holder of such Subordinated Notes is exposed to the risk that due to such early redemption its investment will have a lower than expected yield.

In addition, eligibility of instruments such as Subordinated Notes to be credited towards the Issuer's Tier 2 capital will be subject to CRR's strict regulations. Certain elements of the Issuer's regulatory capital, which have been eligible to be credited towards the Issuer's Tier 2 capital until recently, will not entirely be eligible henceforth. Article 63 CRR stipulates that instruments such as Subordinated Notes may be credited towards Tier 2 capital and stipulates requirements in this respect. According to Article 63 lit. (b) CRR, the Subordinated Notes must not be purchased by the issuing institution itself. Pursuant to Article 63 lit. (j) CRR, the Subordinated Notes may only be repurchased by the issuing institution in case the requirements of Article 77 CRR have been fulfilled and the date of the issuance of the Subordinated Notes dates back at least five years, unless supervisory classification or the tax treatment of the Subordinated Notes changes (Article 78 para 4 CRR). Article 77 CRR requires the institution to request approval from the competent authority for certain transactions. This provision also mentions the repurchase of Tier 2 capital instruments as transactions requiring such approval (lit. b). The cited provisions raise difficulties in terms of their interpretation and also allow for the understanding that (i) before each actual (mutual or unilateral) repurchase of Subordinated Notes by the Issuer an approval of the regulatory authority is required and (ii) during the first five years following the issuance of Subordinated Notes a repurchase of such Subordinated Notes is not permitted at all. This would render the Issuer's market making for Subordinated Notes impossible. This, in turn, could lead to a decrease in market liquidity. In addition, Holders of Subordinated Notes should note that the Subordinated Notes must not be repurchased prior to the fifth anniversary of the date of issuance of the relevant Subordinated Notes and thereafter may only be repurchased subject to regulatory conditions (e.g. permission of the competent authority).

The subordinated Notes are further subject to statutory loss absorption rules that can lead to all or part of the principal amount of the Subordinated Notes (plus accrued but unpaid interest in respect thereof) to be written down on a permanent or temporary basis, or to be converted into common equity Tier 1 instruments or otherwise be applied to absorb losses of the Issuer, all or part of the principal amount of the Subordinated Notes (plus accrued but unpaid interest in respect thereof) may be written down on a permanent or temporary basis, or be converted into common equity Tier 1 instruments or otherwise be applied to absorb losses of the Issuer in accordance with the then applicable law ("**Statutory Loss Absorption**"). They further provide that no such Statutory Loss

Absorption causes an event of default under the Subordinated Notes. In addition, no such Statutory Loss Absorption shall cause an event of default under any other agreement between the Issuer and the Holder of the relevant Subordinated Notes. The Holder has, in case of such Statutory Loss Absorption, no claims against the Issuer in respect of the amount written down or subject to conversion or otherwise applied to absorb losses as a result of such Statutory Loss Absorption.

*Risks in connection with the application of the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen)*

The Final Terms in relation to a Tranche of Notes may provide that the Holders of such Tranche of Notes may consent to amendments of the Terms and Conditions of such Tranche of Notes by majority resolution in accordance with the German Act on Issues of Debt Securities. If these provisions apply, a Holder will be subject to the risk of being outvoted and to lose rights against the Issuer against his will in the case that other Holders in relation to that Tranche of Notes consent to amendments of the Terms and Conditions by majority vote. The Final Terms in relation to a Tranche of Notes may also provide for an initial noteholders' representative (*gemeinsamer Vertreter*) in relation to that Tranche of Notes or for the option of the Holders of such Tranche of Notes to appoint a noteholders' representative. In the case of an appointment of a noteholders' representative for all Holders of a Tranche of Notes, a particular Holder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Holders.

**Additional Risk Factors relating to the Pfandbriefe**

The value of the Pfandbriefe and the assets of the cover pool depend on a number of interrelating factors, including economic, financial and political events in Germany or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Pfandbriefe are traded. The price at which a Holder will be able to sell the Pfandbriefe prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

*No Event of Default provisions*

The Terms and Conditions of the Pfandbriefe do not contain any events of default provisions.

*No Tax Gross-up*

In the event of the imposition of a withholding or deduction by way of tax on interest payments under the Pfandbriefe, no additional amounts will be paid to the Holders so that Holders will receive interest payments net of such withholding or deduction.

*Risk of Insufficient Cover Assets*

In case of an insolvency of the Issuer, the Holders of the Pfandbriefe have access to the cover pool. Irrespective of the legal requirements under the German Pfandbrief Act in connection with the maintenance of a cover pool, it cannot be completely ruled out that the cover pool will be insufficient to satisfy all outstanding claims of the Holders. If and to the extent the respective cover pool is not sufficient to fulfil all outstanding payment claims in relation to the *Schiffspfandbriefe* or *Flugzeugpfandbriefe*, the Holders will have a claim against the insolvency estate. However, such claim is likely to result in a loss of the Holders as the insolvency estate may not suffice to cover completely all relevant creditors having claims against the insolvency estate.

## RESPONSIBILITY STATEMENT

DVB Bank SE (the "**Company**" or the "**Issuer**" and, together with its consolidated subsidiaries within the meaning of the German Stock Corporation Act (*Aktiengesetz*), the "**DVB**", "**DVB Group**" or the "**Group**") accepts responsibility for the information contained in this Debt Issuance Programme Prospectus which is, to the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) accurate and complete and does not omit any material fact.

## NOTICE

This Debt Issuance Programme Prospectus should be read and construed with any supplement thereto and with any other documents incorporated by reference and, in relation to any issue of Instruments with the relevant Final Terms.

This Debt Issuance Programme Prospectus is valid for one year following the date of its approval and it and any supplement hereto as well as any final terms reflect the status as of their respective dates of issue. Neither the delivery of this Debt Issuance Programme Prospectus or any final terms nor the offering, sale or delivery of any Instrument shall create any implication that the information contained herein is accurate and complete subsequent to the date upon which this Debt Issuance Programme Prospectus has been most recently supplemented.

The Issuer will comply with its respective obligations under the Prospectus Directive and article 13 of the Luxembourg Prospectus Law to prepare a supplement to this Debt Issuance Programme Prospectus or a new Debt Issuance Programme Prospectus in the event that any significant new factor, material mistake or inaccuracy relating to the information included in this Debt Issuance Programme Prospectus which is capable of affecting the assessment of the Instruments arises or is noted after the date of this Debt Issuance Programme Prospectus.

The Dealers (as defined below) and the Arrangers (as defined below) have not separately verified the information contained herein or in any supplement hereof, or in any other document incorporated by reference nor for the information contained in any final terms. Accordingly, no warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers and Arrangers as to the accuracy or completeness of such information or any other information provided in connection with the Programme, the Instruments or their distribution.

By approving this Prospectus, the CSSF gives, in accordance with article 7(7) of the Luxembourg Prospectus Law, no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer.

All references in this Prospectus to "**CHF**" and "**Swiss Francs**" are to the lawful currency of Switzerland, references to "**dollars**", "**USD**", "**U.S. dollars**", "**U.S.\$**" "**United States dollars**" or "**\$**" are to the currency from time to time of the United States of America, references to "**Sterling**" and "**£**" refer to the currency of the United Kingdom, references to the "**Euro**" or "**EUR**" or "**€**" are to the single currency which was introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended (the "**Treaty**").

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "anticipate", "believe", "could", "should", "estimate", "expect", "intend", "may", "plan", "predict", "project" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on or relating to, among other things, future earning capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties, assumptions and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The business of the Issuer is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised, inter alia, to read the following sections of

this Prospectus: "Risk Factors relating to the Issuer" and "INFORMATION ABOUT DVB BANK SE AND DVB GROUP"

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

No Person has been authorised by the Issuer to issue any statement which is not consistent with or not contained in this document, any other document entered into in relation to the Programme or any information supplied by the Issuer or any information as in the public domain and, if issued, such statement may not be relied upon as having been authorised by the Issuer or the Dealers.

The distribution of this Debt Issuance Programme Prospectus and any final terms and the offering, sale and delivery of the Instruments in certain jurisdictions may be restricted by law. Persons into whose possession this Debt Issuance Programme Prospectus or any final terms comes are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the European Economic Area, the United States of America, the United Kingdom, Japan, the Netherlands and Luxembourg, see "Selling Restrictions".

In particular, the Instruments have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are being sold pursuant to an exemption from the registration requirements of the Securities Act, and include Instruments in bearer form that are subject to U.S. tax law requirements; subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act). Furthermore, this document may only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 (the "**FSMA**") does not apply.

This Debt Issuance Programme Prospectus has been prepared on the basis that, except to the extent subparagraph (ii) below may apply, any offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Instruments. Accordingly any person making or intending to make an offer in that Relevant Member State of Instruments which are the subject of an offering/placement contemplated in this Debt Issuance Programme Prospectus as completed by final terms in relation to the offer of those Instruments may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, **provided that** any such prospectus has subsequently been completed by final terms or is a drawdown prospectus which specifies that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms or drawdown prospectus, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent subparagraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Instruments in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Neither this Prospectus nor any final terms constitutes an offer or an invitation by or on behalf of the Issuer or the Dealers to any person to subscribe for or to purchase any Instruments and should not be considered as a recommendation by the Issuer or the Dealers that any recipient of this Prospectus or any final terms should purchase any Instruments. Each such recipient shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The Issuer will provide, without charge, upon written or oral request, a copy of any or all of the documents which are incorporated herein by reference, and a copy of any final terms provided (save that the final terms relating to an unlisted Instrument will only be available for inspection by a Holder of such Instrument and such Holder must produce evidence satisfactory to the Issuer and the Paying Agent as to his/her holding of Instruments and identity). Written or oral requests for such documents should be directed to the registered office of the Issuer or the specified office of any Paying Agent.

## CONSENT TO USE THE PROSPECTUS

This Prospectus may be used for subsequent offers by Dealers and/or further financial intermediaries in the Grand Duchy of Luxembourg and the Federal Republic of Germany and only insofar as and for the offer period specified in the Final Terms of the relevant tranche of Notes (each a "**Tranche**"). The Issuer accepts responsibility for the content of the Prospectus also with respect to subsequent resale or final placement of securities by any financial intermediary which was given consent to use the Prospectus.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

**In the event of an offer being made by a Dealer and/or a further financial intermediary, the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the offer of the Instruments at the time the offer is made.**

**Any financial intermediary using the Prospectus has to state on its website that it uses the Prospectus in accordance with the consent and the conditions attached thereto.**

**This Debt Issuance Programme Prospectus may only be used for the purpose for which it has been published.**

**Neither this Debt Issuance Programme Prospectus nor any final terms constitute an offer or an invitation by or on behalf of the Issuer or the Dealers to any person to subscribe for or to purchase any Instruments. Neither this Debt Issuance Programme Prospectus nor any final terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.**

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF INSTRUMENTS, THE DEALER (IF ANY) NAMED AS THE STABILISING MANAGER (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER (OR PERSON(S) ACTING ON BEHALF OF ANY STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES AND ANY LOSS OR PROFIT SUSTAINED AS A CONSEQUENCE OF ANY SUCH OVER ALLOTMENT OR STABILISING SHALL, AS AGAINST THE ISSUER, BE FOR THE ACCOUNT OF THE RELEVANT STABILISING MANAGER (OR PERSON(S) ACTING ON BEHALF OF ANY STABILISING MANAGER).

## GENERAL DESCRIPTION OF THE PROGRAMME

### GENERAL

Under this Programme, DVB Bank SE may from time to time issue Instruments to one or more of the following Dealers: Deutsche Bank Aktiengesellschaft, DVB Bank SE, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Landesbank Baden-Württemberg and UniCredit Bank AG and any additional dealer appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and, together, the "**Dealers**").

Deutsche Bank Aktiengesellschaft and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, act as arrangers in respect of the Programme (the "**Arrangers**").

The maximum aggregate principal amount of the Instruments at any time outstanding under the Programme will not exceed € 20,000,000,000. The Issuers may increase the amount of the Programme from time to time.

Instruments may be issued on a continuing basis to one or more of the Dealers. Instruments may be distributed by way of public or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the Final Terms.

Instruments may be issued on a continuous basis in Tranches (each a "**Tranche**"), each Tranche consisting of Instruments which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but having different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a Series ("**Series**") of Instruments. Further, Instruments may be issued as part of existing Series. The specific terms of each Tranche (which will be completed, where necessary, with terms and conditions) will be set forth in the Final Terms.

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

Instruments may be issued at an issue price which is at par or at a discount to, or premium over, par, as stated in the Final Terms. The issue price for Instruments to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield. The Instruments are freely transferable.

Application has been made to list Instruments on the official list of the Luxembourg Stock Exchange and to trade Instruments on the Regulated Market "Bourse de Luxembourg" which is a regulated market for the purposes of MiFID II. Instruments may further be issued under the Programme which will be listed on such other stock exchange as the Issuer and the relevant Dealer(s) may agree (for instance on the Taiwan Stock Exchange) or which will not be listed on any stock exchange and/or traded on any market segment of any stock exchange.

Instruments will be accepted for clearing through one or more Clearing Systems as specified in the Final Terms. These systems will include those operated by Clearstream Banking AG, Clearstream Banking, *société anonyme* and Euroclear Bank SA/NV.

Deutsche Bank Aktiengesellschaft will act as fiscal agent (the "**Fiscal Agent**"). Deutsche Bank Aktiengesellschaft and other institutions, all as indicated in the Final Terms, will act as paying agents (the "**Paying Agents**").

## ISSUE PROCEDURES

### *General*

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Instruments (the "**Conditions**"). The Conditions will be constituted by the relevant set of Terms and Conditions of the Instruments set forth below (the "**Terms and Conditions**") as further specified by the provisions of the Final Terms as set out below.

### *Options for sets of Terms and Conditions*

A separate set of Terms and Conditions applies to each type of Instruments, as set forth below. The Final Terms provide for the Issuer to choose among the following Options:

Option I – Terms and Conditions for Notes with fixed interest rates;

Option II – Terms and Conditions for Notes with floating interest rates;

Option III – Terms and Conditions for Pfandbriefe with fixed interest rates; and

Option IV – Terms and Conditions for Pfandbriefe with floating interest rates.

### *Documentation of the Conditions*

The Issuer may document the Conditions of an individual issue of Instruments in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of Option I, Option II, Option III or Option IV, including certain further options contained therein, respectively, shall be applicable to the individual issue of Instruments by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions shall constitute the Conditions, which will be attached to each global note representing the Instruments of the relevant Tranche. This type of documentation of the Conditions will be used where the Instruments are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which of Option I, Option II, Option III or Option IV and of the respective further options contained in each of Option I, Option II, Option III or Option IV are applicable to the individual issue by only referring to the specific sections of the relevant set of Terms and Conditions as set out in the Prospectus. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Instruments will have the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus attached.

### *Determination of Options / Completion of Placeholders*

The Final Terms shall determine which of Option I, Option II, Option III or Option IV shall be applicable to the individual issue of Instruments. Each of the sets of Terms and Conditions of Option I, Option II, Option III or Option IV contains also certain further options (characterised by indicating the optional provision through instructions and explanatory notes set out either on the left of or in the square brackets within the text of the relevant set of Terms and Conditions as set out in the Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

### *Determination of Options*

The Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the sections of the relevant set of Terms and Conditions as set out in the Prospectus. If the Final Terms do not replicate or refer to an alternative or optional provision it shall be deemed to be deleted from the Conditions.

#### *Completion of Placeholders*

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

In that case, all instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

#### *Controlling Language*

As to the controlling language of the respective Conditions, the Issuer anticipates that, in general, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed between the Issuer and the relevant Dealers:

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

## TERMS AND CONDITIONS OF THE INSTRUMENTS (ENGLISH LANGUAGE VERSION)

The Terms and Conditions of the Instruments (the "**Terms and Conditions**") are set forth below for four options:

**Option I** comprises the set of German and English Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

**Option II** comprises the set of German and English Terms and Conditions that apply to Tranches of Notes with floating interest rates.

**Option III** comprises the set of German and English Terms and Conditions that apply to Tranches of Pfandbriefe with fixed interest rates.

**Option IV** comprises the set of German and English Terms and Conditions that apply to Tranches of Pfandbriefe with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of Option I, Option II, Option III or Option IV including certain further options contained therein, respectively, shall apply with respect to an individual issue of Instruments, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Prospectus the Issuer had no knowledge of certain items which are applicable to an individual issue of Instruments, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

**[In case the options applicable to an individual issue are to be determined by referring in the Final Terms to the relevant options contained in the set of Terms and Conditions for Option I, Option II, Option III or Option IV:**

The provisions of these Terms and Conditions apply to the Instruments as completed by the terms of the final terms which are attached hereto (the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Instruments shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the principal office of the Issuer **provided that**, in the case of Instruments which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Instruments.]

OPTION I - TERMS AND CONDITIONS OF THE FIXED RATE NOTES (ENGLISH LANGUAGE VERSION)

§1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of DVB Bank SE (the "**Issuer**") is being issued in **[insert Specified Currency]** (the "**Specified Currency**") in the aggregate principal amount **[In the case the Global Note is a NGN insert: (subject to § 1 (6))]** of **[insert aggregate principal amount]** (in words: **[insert aggregate principal amount in words]**) in denominations of **[insert Specified Denominations]** (the "**Specified Denominations**").

- (2) *Form.* The Notes are being issued in bearer form.

**[In the case of Notes which are represented by a Permanent Global Note insert:**

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

**[In the case of Notes which are initially represented by a Temporary Global Note which will be exchanged for a Permanent Global Note insert:**

- (3) *Temporary Global Note – Exchange.*

- (a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in Specified Denominations represented by a permanent global note (the "**Permanent Global Note**") without coupons. **[In the case of Euroclear and CBL, and if the Global Note is a NGN, insert: The details of such exchange shall be entered in the records of the ICSD.]** The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

- (b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not earlier than 40 days and not later than 180 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon receipt by the Issuer of certifications from the relevant Clearing System to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 4(3)).]

- (4) *Clearing System.* Each Permanent Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means **[if more than one Clearing System insert: each of]** the following: **[Clearstream Banking AG, Frankfurt am Main ("CBF")]** **[Clearstream Banking société anonyme, Luxembourg ("CBL")]** **[Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")]** **[(CBL and Euroclear each an "ICSD" and together the "ICSDs")]** **[.] [and] [specify other Clearing System].**

**[In the case of Notes kept in custody on behalf of the ICSDs insert:**

**[In the case the Global Note is a NGN insert:** The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

**[In the case the Global Note is a CGN insert:** The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]]

- (5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

**[In the case the Global Note is a NGN insert:**

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

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

**[In the case the Temporary Global Note is a NGN insert:** On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]

## §2

### STATUS

**[In the case of unsubordinated Notes insert:**

- (1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer.
- (2) *Reduction or transformation of principal and interest by virtue of a Regulatory Bail-in.* In addition to and notwithstanding any other provision set out in these terms and conditions of the Notes, the Notes may be subject to regulatory bail-in. "Regulatory Bail-in" means a decision of the competent authority to reduce the principal amount of the Notes in whole or in part or to transform into one or several Common Equity Tier 1 instruments of the Issuer.]

**[In the case of Subordinated Notes insert:**

- (1) The Notes shall be available for the Issuer as eligible own funds instrument in the form of Tier 2 capital (*Ergänzungskapital*) pursuant to Articles 63 *et seqq.* of Regulation (EU) No. 575/2013 of the European Parliament and of the Council on the prudential requirements for credit institutions and investment firms ("**CRR**").

The obligations under the Notes constitute unsecured and subordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer, except as otherwise provided by applicable law or the terms of any such other obligations. 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 the Notes shall be fully subordinated to the claims of unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable in respect of the Notes until the claims of unsubordinated creditors of the Issuer have been satisfied in full. No Holder may set off his claims arising under the Notes against any claims of the Issuer. Considering this subordination provision the Issuer is free to meet its obligations under the Notes also out of other free assets. No security or guarantee of whatever kind is, or shall at any time be, provided by the Issuer or any other person securing rights of the Holders under the Notes.

- (2) No subsequent agreement may limit the subordination pursuant to the provisions set out in § 2(1) or shorten the term of the Notes or any applicable notice period. If the Notes are redeemed or repurchased by the Issuer otherwise than in the circumstances described in § 2(1) or as a result of an early redemption pursuant to § 5(2) or (3), then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent Supervisory Authority (as defined in § 5(2)) has given its consent to such early redemption or repurchase. Any cancellation or redemption of the Notes pursuant to § 5 or any repurchase of the Notes prior to their scheduled maturity requires the prior consent of the competent Supervisory Authority of the Issuer.
- (3) *Reduction or transformation of principal and interest by virtue of Regulatory Bail-in.* In addition to and notwithstanding any other provision set out in these terms and conditions of the Notes, the Notes may be subject to regulatory bail-in. "Regulatory Bail-in" means a decision of the competent authority to reduce the principal amount of the Notes in whole or in part or to transform into one or several Common Equity Tier 1 instruments of the Issuer.]

### §3

#### INTEREST

- (1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount at the rate of **[insert Rate of Interest]** % per annum from (and including) **[insert Interest Commencement Date]** to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrears on **[insert Fixed Interest Date or Dates]** in each year (each such date, an "Interest Payment Date").

The first payment of interest shall be made on **[insert First Interest Payment Date]** **[if First Interest Payment Date is not first anniversary of Interest Commencement Date insert: and will amount to [insert Initial Broken Amount per first Specified Denomination] per Note in a denomination of [insert first Specified Denominations] and [insert further Initial Broken Amount(s) per further Specified Denominations] per Note in a denomination of [insert further Specified Denominations].]** **[If Maturity Date is not a Fixed Interest Date insert: Interest in respect of the period from [insert Fixed Interest Date preceding the Maturity Date] (inclusive) to the Maturity Date (exclusive) will amount to [insert Final Broken Amount per first Specified Denomination] per Note in a denomination of [insert first Specified Denomination] and [insert further Final Broken Amount(s) per further Specified Denominations] per note in a denomination of [insert further Specified Denominations].]**

- (2) *Business Day Convention.* If the Interest Payment Date in respect of any Note is not a Business Day (as defined in § 4(4)) then the Holder shall **[if the Following Business Day Convention is applicable, insert: not be entitled to payment until the next Business Day in the relevant place [.]] [if the Modified Following Business Day Convention is applicable, insert: not be entitled to payment until the next Business Day in the relevant place unless it would thereby fall into the next calendar month in which event Interest Payment Date shall be brought forward to the immediately preceding Business Day [.]] [If the Interest Payment Date is not subject to adjustment in accordance with any Business Day Convention, insert: and shall not be entitled to further interest or other payment in respect of such delay nor, as the case may be, shall the amount of interest to be paid be reduced due to such deferment.] [If the Interest Payment Date is subject to adjustment in accordance with the Following Business Day Convention or the Modified Following Business Day Convention, insert: Notwithstanding § 3(1) the Holder is entitled to further interest for each additional day the Interest Payment Date is postponed due to the rules set out in this § 3(2). [If the Interest Payment Date is subject to adjustment in accordance with the Modified Following Business Day Convention, insert: However, in the event that the Interest Payment Date is brought forward to the immediately preceding Business Day due to the rules set out in this § 3(2), the Holder will only be entitled to interest until the actual Interest Payment Date and not until the scheduled Interest Payment Date scheduled in § 3(1).]**
- (3) *Accrual of Interest.* If the Issuer for any reason fails to effect any due payment on the Notes, interest shall accrue on the outstanding amount as from (including) the due date of such payment to (excluding) the date of actual payment at the default rate of interest established by law.

- (4) *Calculation of Interest for Partial Periods.* Interest for any period of time shorter than a year will be calculated on the basis of the Day Count Fraction (as defined below).
- (5) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):

**[If Actual/Actual (ICMA Rule 251) insert:**

If (a) the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and if (b) the Calculation Period is longer than one Determination Period, the sum of:

- (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year.

**"Determination Period"** means the period from and including a Determination Date in any year to but excluding the next Determination Date and

**"Determination Date"** means **[insert Determination Date(s)]** in each year.]

**[if 30/360, 360/360 or Bond Basis insert:** the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

**[if 30E/360 or Eurobond Basis insert:** the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).]

## §4

### PAYMENTS

- (1)
- (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the relevant Holders upon presentation and surrender of the Global Note at the specified office of any Paying Agent outside the United States. No payments may be paid to an account within or mailed to an address within the United States.
- (b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of Holders upon presentation of the Global Note at the specified office of any Paying Agent outside the United States. **[In the case of interest payable on a Temporary Global Note insert:** Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the Holders, upon due certification as provided in § 1(3)(b).] No payments may be paid to an account within or mailed to an address within the United States.
- (2) *Manner of Payment and Discharge.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency. The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

- (3) *United States.* "**United States**" means the United States of America as defined in Section 2 of the Securities Act of 1933.
- (4) *Business Day.* If the date for payment of any amount in respect of any Notes is not a Business Day, then the Holders shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay. "**Business Day**" means **[if the Specified Currency is not Euro insert:** a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in **[insert all relevant financial centres]** **[if the Specified Currency is Euro insert:** a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System ("**TARGET2**") are operational to effect the relevant payment].
- (5) *References to Principal and Interest.* Reference in these Terms and Conditions to principal shall be deemed to include, as applicable: the Final Redemption Amount; the Early Redemption Amount; **[if redeemable at option of the Issuer for other than taxation reasons insert:** the Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

## §5

### REDEMPTION

- (1) *Redemption at Maturity.*

The Notes shall be redeemed at their Final Redemption Amount on **[insert Maturity Date]** (the "**Maturity Date**"). The Final Redemption Amount in respect of each Note shall be its principal amount (the "**Final Redemption Amount**").

#### **[In the case of Unsubordinate Notes insert:**

- (2) *Early Redemption for Taxation Reasons.*
  - (a) Upon giving notice pursuant to (b) the Issuer may redeem the outstanding Notes in whole, but not in part, at the Early Redemption Amount (as defined in §5[(3)][(4)] if, as a result of any change in, or amendment to, the laws or regulations prevailing in the state of the corporate seat (*Sitzstaat*) of the Issuer, which change or amendment becomes effective on or after **[insert date of the Subscription Agreement or the Pricing Supplement]**, or as a result of any application or official interpretation of such laws or regulations not generally known before that date it is obliged to pay Additional Amounts as defined in §7.
  - (b) Such notice must be given not later than 30 days and not earlier than 90 days prior to the earliest date on which the Issuer would be obliged to withhold or pay Withholding Taxes were a payment in respect of the Notes then made. Any such notice shall be given by publication in accordance with §12, shall be irrevocable and must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.]

#### **[In the case of Subordinated Notes insert:**

- (2) *Early Redemption for Regulatory or Taxation Reasons.*
  - (a) Prior to the Maturity Date the Notes may only be early redeemed, repaid or repurchased in whole but not in part at their Early Redemption Amount at the option of the Issuer on an Interest Payment Date by giving an irrevocable notice in accordance with § 12 two weeks prior the Interest Payment Date on which such redemption shall be made, if at least five years have passed since the issue of the Notes and if
    - (i) the European Central Bank, the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, BaFin) or another competent authority which has assumed the supervisory role

("Supervisory Authority") has approved the premature redemption, repayment or repurchase; and

- (ii) the redemption, repayment or repurchase is not prohibited by the Own Funds Provisions. "Own Funds Provisions" means, at any time, the laws, regulations, technical standards, requirements, guidelines and policies relating to own funds requirements and capital adequacy adopted by competent bodies of the European Union, the Federal Republic of Germany and any other competent authority then in effect in the Federal Republic of Germany and applicable to the Issuer and/or its group.
- (b) Before five years have passed since the issue of the Notes, an early redemption, repayment or repurchase in whole but not in part at the option of the Issuer is only possible if the conditions under (i) and (ii) of the preceding paragraph are fulfilled and
  - (i) if (x) the regulatory classification of the Notes has changed, that would likely result in it no longer being recognized as own funds, (y) the Supervisory Authority estimates such a change to be sufficiently certain, and (z) the Issuer has demonstrated to the satisfaction of the Supervisory Authority that the regulatory reclassification of the Notes was not foreseeable at the time of their issue; or
  - (ii) if there is (x) a change in the applicable tax treatment of the Notes, (y) which the Issuer demonstrates to the satisfaction of the Supervisory Authority is material and was not reasonably foreseeable at the time of their issue; and
  - (iii) an irrevocable redemption notice in accordance with § 12 is given two weeks prior the Interest Payment Date on which such redemption shall be made.]

**[If Notes are subject to Early Redemption at the Option of the Issuer insert:**

(3) *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, **[insert in case of Subordinated Notes:** subject to the prior permission of the competent Supervisory Authority] upon notice given in accordance with § 5(2)[(a)][(b)], redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. [If Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [Higher Redemption Amount].]

|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Call Redemption Date(s)<br><b>[insert Call Redemption Date(s)]</b><br><div style="border: 1px solid black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 150px; height: 1.2em;"></div> | Call Redemption Amount(s)<br><b>[insert Call Redemption Amount(s)]</b><br><div style="border: 1px solid black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div> <div style="border: 1px solid black; width: 150px; height: 1.2em;"></div> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 12. Such notice shall specify:
  - (i) the Series of Notes subject to redemption;
  - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
  - (iii) the Call Redemption Date, which shall be not less than [insert Minimum Notice to Holders] nor more than [insert Maximum Notice to Holders] days after the date on which notice is given by the Issuer to the Holders; and
  - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In case of Notes in NGN form insert:** Such partial redemption shall be reflected in the records of CBL

and Euroclear as [either a pool factor or a reduction in principal amount, at the discretion of CBL and Euroclear.]]

**[(3)][(4)] Early Redemption Amount.**

For purposes of § 7 **[in the case of unsubordinated Notes: and § 9]**, the Early Redemption Amount of a Note shall be its Final Redemption Amount plus accrued interest where applicable.

**§6**

**FISCAL AGENT AND PAYING AGENT[S]**

- (1) *Appointment; Specified Offices.* The Fiscal Agent and Paying Agent[s] and their respective specified offices are:

Fiscal Agent: Deutsche Bank Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main

Paying Agent[s]: [insert other Paying Agents and specified offices]

Any of the Agents appointed under this § 6 reserves the right at any time to change its respective specified offices to some other specified office in the same city.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents appointed under this § 6 and to appoint another Agent in its place. The Issuer shall at all times maintain (i) a Fiscal Agent **[in the case of Notes listed on a stock exchange insert: .] [and]** (ii) so long as the Notes are listed on the **[insert name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) with a specified office in **[insert location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange **[in the case of payments in U.S. dollars insert: and [(iii)]** if payments at or through the offices of all Paying Agents outside the United States become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, and so long as such payment is then permitted under the United States law without involving, in the opinion of the issuer, adverse tax consequences to the Issuer, a Paying Agent with a specified office in New York City]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12.
- (3) *Agents of the Issuer.* Any of the Agents appointed under this § 6 acts solely as agent of the Issuer and does not have any obligations towards or relationship of agency or trust to any Holder.

**§7**

**TAXATION**

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

- (a) are payable otherwise than by deduction or withholding from payments of principal or interest; or

- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany; or
- (c) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party or (iii) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty or understanding; or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 12, whichever occurs later; or
- (e) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction.

Notwithstanding any other provisions contained herein, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any amended or successor provisions), pursuant to any intergovernmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service (**FATCA withholding**) as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA withholding. The Issuer will not have any obligation to pay additional amounts or otherwise indemnify a holder for any such FATCA withholding deducted or withheld by the Issuer, the Paying Agent or any other party.

The German withholding tax (*Kapitalertragsteuer*) to be withheld from investment income by a German disbursing agent (*auszahlende Stelle*), the solidarity surcharge (*Solidaritätszuschlag*) thereon and – if applicable – the church tax (*Kirchensteuer*) levied in addition to the withholding tax do not constitute Withholding Taxes as described above in respect of which Additional Amounts would be payable by the Issuer. As a rule, a German disbursing agent is a German branch of a German or foreign bank or financial services institution, a German securities trading firm or a German securities trading bank keeping the Notes in custody, administering the Notes or arranging for the custody of the Notes and paying out or crediting the investment earnings (*Kapitalerträge*).

## §8

### PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 BGB (*German Civil Code*) is reduced to ten years for the Notes.

## §9

### [In the case of Subordinated Notes insert:

#### No Termination Right of Holders

The Holders have no right to terminate the Notes.]

### [In the case of Unsubordinated Notes insert: EVENTS OF DEFAULT

- (1) Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5), together with accrued interest (if any) to the date of repayment, in the event that:
  - (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
  - (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure

continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or

- (c) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
- (d) a court opens bankruptcy or other insolvency proceedings against the Issuer or such proceedings are instituted and not discontinued or stayed within 60 days, or the Issuer or the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) applies for or institutes such proceedings, or
- (e) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer, as the case may be, in connection with this issue.

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

- (2) Any notice, including any notice declaring Notes due, in accordance with § 9(1) shall be made by means of a declaration in the German or English language in text form (*Textform*, i.e. fax or email) to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 13(3)) or in other appropriate manner.]

## §10

### SUBSTITUTION

- (1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substituted Debtor**") **provided that:**
  - (a) the Substituted Debtor assumes all obligations of the Issuer in respect of the Notes;
  - (b) the Issuer and the Substituted Debtor have obtained all necessary authorisation and may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substituted Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfillment of the payment obligations arising under the Notes;
  - (c) the Substituted Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
  - (d) the Substitute Debtor is not a U.S. person as defined in the U.S. Internal Revenue Code 1986, as amended;

#### [In the case of Unsubordinated Notes insert:

- (e) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substituted Debtor in respect of the Notes on terms equivalent to the terms of the form of senior guarantee of the Issuer in respect of unsubordinated Notes contained in the Agency Agreement; and]

#### [In the case of Subordinated Notes issued insert:

- (e) the obligations assumed by the Substituted Debtor in respect of the Notes are subordinated on terms identical to the terms of the Notes and (i) the Substituted Debtor is a subsidiary (Tochterunternehmen) of the Issuer, (ii) the Substituted Debtor deposits an amount which is equal to the aggregate principal amount of the Notes with the Issuer on terms equivalent, including in respect of subordination, to the terms and conditions of the Notes, and (iii) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums

payable by the Substituted Debtor in respect of the Notes on terms equivalent to the terms of the form of subordinated guarantee of the Issuer in respect of subordinated Notes contained in the Agency Agreement; and]

- (f) there shall have been delivered to the Fiscal Agent an opinion or opinions of lawyers of recognised standing to the effect that § 10(a), (b) and (c) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 Aktiengesetz (*German Stock Corporation Act*).

- (2) *Notice.* Notice of any such substitution shall be published in accordance with § 12.
- (3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substituted Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substituted Debtor. Furthermore, in the event of such substitution the following shall apply:

**[In the case of unsubordinated Notes insert:**

In § 7 an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substituted Debtor.]

**[In the case of subordinated Notes insert:**

In § 7 an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substituted Debtor.]

## §11

### FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.
- (2) *Purchases.* **[In the case of Subordinated Notes insert:** Subject to § 2 and only if, and to the extent that the purchase is not prohibited by applicable Own Funds Provisions, the]**[The]** Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

## §12

### NOTICES

- (1) *Publication.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*) **[,][and]** **[on the website of the Luxembourg Stock Exchange, *www.bourse.lu*][and]** **[on the website of the Issuer]**. Any notice so given will be deemed to have been validly given on the third day after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).
- (2) *Notification to Clearing System.* The Issuer may, in view of any publication set forth in § 12(1), deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders, **provided that**, so long as any Notes are listed on any stock exchange, the rules of such stock exchange permit such form of notice. Any such notice

shall be deemed to have been given to the Holders on the third day after the day on which the said notice was given to the Clearing System.

### §13

#### AMENDMENTS OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE

- (1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders **[In the case of Subordinated Notes insert:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Notes as Tier 2 capital (*Ergänzungskapital*),] on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Holders pursuant to sections 5 *et seqq.* of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* - "**SchVG**"), as amended from time to time. In particular, the Holders may **[In the case of Subordinated Notes insert:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Notes as Tier 2 capital (*Ergänzungskapital*),] consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 para. 3 of the SchVG, but excluding a substitution of the Issuer, which is exclusively subject to the provisions in § 10, by resolutions passed by such majority of the votes of the Holders as stated under § 13 (2) below. A duly passed majority resolution shall be binding equally upon all Holders.
- (2) *Majority.* Except as provided by the following sentence and **provided that** the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 para. 3 numbers 1 through 9 of the SchVG or relating to material other matters, may only be passed by a majority of at least seventy-five % of the voting rights participating in the vote (a "**Qualified Majority**").
- (3) *Passing of resolutions.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 *et seqq.* of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 and section 5 *et seqq.* of the SchVG.
- (4) *Meeting.* If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 14 (3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.
- (5) *Vote without a meeting.* If resolutions of the Holders shall be made by means of a vote without a meeting the request for voting (*Aufforderung zur Stimmabgabe*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 14 (3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.
- (6) *Second meeting.* If it is ascertained that no quorum exists for the meeting pursuant to § 13(4) or the vote without a meeting pursuant to § 13(5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15

paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 14 (3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

- (7) *Holders' representative.* **[If no Holders' Representative is designated in the Terms and Conditions of the Notes, insert:** The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be authorised to consent, in accordance with § 13(2), to a material change in the substance of the Terms and Conditions or other material matters.]

**[If the Holders' Representative is appointed in the Terms and Conditions of the Notes, insert:** The joint representative (the "**Holders' Representative**") shall be [insert name]. The Holders' Representative shall have the duties and responsibilities and powers provided for by law. The liability of the Holders' Representative shall be limited to ten times of the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence. The provisions of the SchVG apply with respect to the dismissal of the Holders' Representative and the other rights and obligations of the Holders' Representative.]

- (8) *Publication.* Any notices concerning this § 13 shall be published exclusively pursuant to the provisions of the SchVG.

## §14

### MISCELLANEOUS

- (1) *Applicable Law.* The Notes, as to form and content and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.
- (3) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of: (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b); and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

**§15**

**LANGUAGE**

**[If the Conditions shall be in the German language with an English language translation insert:**

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

**[If the Conditions shall be in the English language with a German language translation insert:**

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

**[If the Conditions shall be in the German language only insert:**

These Terms and Conditions are written in the German language only.]

**[If the Conditions shall be in the English language only insert:**

These Terms and Conditions are written in the English language only.]

**[In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-professional investors in Germany with English language Conditions insert:**

A German translation of the Terms and Conditions is available free of charge at DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main.]

OPTION II - TERMS AND CONDITIONS OF THE FLOATING RATE NOTES (ENGLISH  
LANGUAGE VERSION)

§1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of DVB Bank SE (the "**Issuer**") is being issued in **[insert Specified Currency]** (the "**Specified Currency**") in the aggregate principal amount **[In the case the Global Note is a NGN insert: (subject to § 1 (6))]** of **[insert aggregate principal amount]** (in words: **[insert aggregate principal amount in words]**) in denominations of **[insert Specified Denominations]** (the "**Specified Denominations**").

- (2) *Form.* The Notes are being issued in bearer form.

**[In the case of Notes which are represented by a Permanent Global Note insert:**

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

**[In the case of Notes which are initially represented by a Temporary Global Note which will be exchanged for a Permanent Global Note insert:**

- (3) *Temporary Global Note – Exchange.*

- (a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in Specified Denominations represented by a permanent global note (the "**Permanent Global Note**") without coupons. **[In the case of Euroclear and CBL, and if the Global Note is a NGN, insert: The details of such exchange shall be entered in the records of the ICSD.]** The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

- (b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not earlier than 40 days and not later than 180 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon receipt by the Issuer of certifications from the relevant Clearing System to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 4(3)).]

- (4) *Clearing System.* Each Permanent Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means **[if more than one Clearing System insert: each of]** the following: **[Clearstream Banking AG, Frankfurt am Main ("CBF")]** **[Clearstream Banking société anonyme, Luxembourg ("CBL")]** **[Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")]** **[(CBL and Euroclear each an "ICSD" and together the "ICSDs")]** **[.] [and] [specify other Clearing System].**

**[In the case of Notes kept in custody on behalf of the ICSDs insert:**

**[In the case the Global Note is a NGN insert:** The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

**[In the case the Global Note is a CGN insert:** The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

- (5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

**[In the case the Global Note is a NGN insert:**

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

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

**[In the case the Temporary Global Note is a NGN insert:** On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]]

## §2

### STATUS

**[In the case of Unsubordinated Notes insert:**

- (1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer.
- (2) *Reduction or transformation of principal and interest by virtue of a Regulatory Bail-in.* In addition to and notwithstanding any other provision set out in these terms and conditions of the Notes, the Notes may be subject to regulatory bail-in. "Regulatory Bail-in" means a decision of the competent authority to reduce the principal amount of the Notes in whole or in part or to transform into one or several Common Equity Tier 1 instruments of the Issuer.]

**[In the case of Subordinated Notes insert:**

- (1) The Notes shall be available for the Issuer as eligible own funds instrument in the form of Tier 2 capital (Ergänzungskapital) pursuant to Articles 63 et seqq. of Regulation (EU) No. 575/2013 of the European Parliament and of the Council on the prudential requirements for credit institutions and investment firms ("**CRR**").

The obligations under the Notes constitute unsecured and subordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other subordinated obligations of the Issuer, except as otherwise provided by applicable law or the terms of any such other obligations. 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 the Notes shall be fully subordinated to the claims of unsubordinated creditors of the Issuer so that in any such event no amounts shall be payable in respect of the Notes until the claims of unsubordinated creditors of the Issuer have been satisfied in full. No Holder may set off his claims arising under the Notes against any claims of the Issuer. Considering this subordination provision the Issuer is free to meet its obligations under the Notes also out of other free assets. No security or guarantee of whatever kind is, or shall at any time be, provided by the Issuer or any other person securing rights of the Holders under the Notes.

- (2) No subsequent agreement may limit the subordination pursuant to the provisions set out in § 2(1) or shorten the term of the Notes or any applicable notice period. If the Notes are redeemed or repurchased by the Issuer otherwise than in the circumstances described in § 2(1) or as a result of an early redemption pursuant to § 5(2) or (3), then the amounts redeemed or paid must be returned to the Issuer irrespective of any agreement to the contrary unless the competent Supervisory Authority (as defined in § 5(2)) has given its consent to such early redemption or repurchase. Any cancellation or redemption of the Notes pursuant to § 5 or any repurchase of the Notes prior to their scheduled maturity requires the prior consent of the competent Supervisory Authority of the Issuer.
- (3) *Reduction or transformation of principal and interest by virtue of Regulatory Bail-in.* In addition to and notwithstanding any other provision set out in these terms and conditions of the Notes, the Notes may be subject to regulatory bail-in. "Regulatory Bail-in" means a decision of the competent authority to reduce the principal amount of the Notes in whole or in part or to transform into one or several Common Equity Tier 1 instruments of the Issuer.]

### §3

#### INTEREST

- (1) *Interest Payment Dates.*
- (a) The Notes bear interest on their principal amount from **[insert Interest Commencement Date]** (inclusive) (the "**Interest Commencement Date**") to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the Notes shall be payable on each Interest Payment Date.
- (b) "**Interest Payment Date**" means
- [in the case of Specified Interest Payment Dates insert:** each [insert Specified Interest Payment Dates].]
- [in the case of Specified Interest Periods insert:** each date which (except as otherwise provided in these Terms and Conditions) falls [insert number] [weeks] [months] [insert other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]
- (c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined in § 4(4)), it shall be:
- [if Modified Following Business Day Convention insert:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day.]
- [if FRN Convention insert:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the payment date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [[insert number] months] [insert other specified periods] after the preceding applicable payment date.]
- [if Following Business Day Convention insert:** postponed to the next day which is a Business Day.]
- [if Preceding Business Day Convention insert:** the immediately preceding Business Day.]
- (2) *Rate of Interest.* **[if Screen Rate Determination insert:** The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears or appear, as the case may be, on the Screen Page as of 11:00 a.m. ([Brussels] [London] [insert other relevant location] time)

on the Interest Determination Date (as defined below) **[if Margin insert: [plus] [minus] the Margin (as defined below)]**, all as determined by the Calculation Agent.

**"Interest Period"** means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

**"Interest Determination Date"** means the **[second]** **[insert other applicable number of days]** Business Day (as defined in § 4(4) prior to the commencement of the relevant Interest Period.

**[If Margin insert: "Margin"** means **[insert relevant Margin]** % per annum.]

**"Screen Page"** means **[insert relevant Screen Page]**.

If no such quotation appears at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the **[London]** **[insert other relevant location]** interbank market **[of the Euro-Zone]** at approximately 11.00 a.m. (**[Brussels]** **[London]** **[insert other relevant location]** time) on the Interest Determination Date. **["Euro-Zone"** means the region comprised of Member States of the European Union that participate in European Monetary Union.] If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005]** **[if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005]** being rounded upwards) of such offered quotations **[if Margin insert: [plus] [minus] the Margin]**, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005]** **[if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005]** being rounded upwards of the rates, as communicated to and at the request of the Calculation Agent by the Reference Banks or any two or more of them, at which such rates were offered, as at 11.00 a.m. (**[Brussels]** **[London]** **[insert other relevant location]** time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the **[London]** **[insert other relevant location]** interbank market **[of the Euro-Zone]** **[if Margin insert: [plus] [minus] the Margin]** or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the **[London]** **[insert other relevant location]** interbank market **[of the Euro-Zone]** (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) **[if Margin insert: [plus] [minus] the Margin]**. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed **[if Margin insert: [plus] [minus] the Margin]** (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

**"Reference Banks"** means those offices of **[in case of EURIBOR insert: not less than five]** such banks whose offered rates were lastly used to determine such quotation when not less than three quotations appeared on the Screen Page **[if other Reference Banks are specified in the Final Terms, insert names here]**.

- (3) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the aggregate principal amount of Notes and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.
- (4) *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and, if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange, the Paying Agent, and to the Holders in accordance with § 12 as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed, the Paying Agent and to the Holders in accordance with § 12.
- (5) *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent [, the Paying Agent(s)] and the Holders.
- (6) *Accrual of Interest.* If the Issuer for any reason fails to effect any due payment on the Notes, interest shall accrue on the outstanding amount as from (including) the due date of such payment to (excluding) the date of actual payment at the default rate of interest established by law.
- (7) *Calculation of Interest for Partial Periods.* Interest for any period of time shorter than a year will be calculated on the basis of the Day Count Fraction (as defined below):
- (8) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**"):
 

[If Actual/365 or Actual/Actual (ISDA) insert: the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

[if Actual/365 (Fixed) insert: the actual number of days in the Calculation Period divided by 365.]

[if Actual/360 insert: the actual number of days in the Calculation Period divided by 360.]

#### §4

#### PAYMENTS

- (1)
  - (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to § 4(2) below, to the Clearing System or to its order for credit to the accounts of the relevant Holders upon presentation and surrender of the Global Note at the specified office of any Paying Agent outside the United States. No payments may be paid to an account within or mailed to an address within the United States.
  - (b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of Holders upon presentation of the Global Note at the specified office of any Paying Agent outside the United States. **[In the case of interest payable on a Temporary Global Note insert: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the Holders, upon due certification as provided in § 1(3)(b).]** No

payments may be paid to an account within or mailed to an address within the United States.

- (2) *Manner of Payment and Discharge.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency. The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (3) *United States.* "**United States**" means the United States of America as defined in Section 2 of the Securities Act of 1933.
- (4) *Business Day.* If the date for payment of any amount in respect of any Notes is not a Business Day, then the Holders shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay. "**Business Day**" means **[if the Specified Currency is not Euro insert:** a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in **[insert all relevant financial centres]** **[if the Specified Currency is Euro insert:** a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System ("**TARGET2**") are operational to effect the relevant payment].
- (5) *References to Principal and Interest.* Reference in these Terms and Conditions to principal shall be deemed to include, as applicable: the Final Redemption Amount; the Early Redemption Amount; **[if redeemable at option of the Issuer for other than taxation reasons insert:** the Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

## §5

### REDEMPTION

- (1) *Redemption at Maturity.*

The Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in **[insert Redemption Month]** (the "**Maturity Date**"). The Final Redemption Amount in respect of each Note shall be its principal amount (the "**Final Redemption Amount**").

**[In the case of Unsubordinated Notes insert:**

- (2) *Early Redemption for Taxation Reasons.*

- (a) Upon giving notice pursuant to (b) the Issuer may redeem the outstanding Notes in whole, but not in part, at the Early Redemption Amount (as defined in §5(3)) if, as a result of any change in, or amendment to, the laws or regulations prevailing in the state of the corporate seat (*Sitzstaat*) of the Issuer, which change or amendment becomes effective on or after **[insert date of the Subscription Agreement or the Pricing Supplement]**, or as a result of any application or official interpretation of such laws or regulations not generally known before that date it is obliged to pay Additional Amounts as defined in §7.
- (b) Such notice must be given not later than 30 days and not earlier than 90 days prior to the earliest date on which the Issuer would be obliged to withhold or pay Withholding Taxes were a payment in respect of the Notes then made. Any such notice shall be given by publication in accordance with §12, shall be irrevocable and must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.]

**[In the case of Subordinated Notes insert:**

(2) Early Redemption for Regulatory or Taxation Reasons.

- (a) Prior to the Maturity Date the Notes may only be early redeemed, repaid or repurchased in whole but not in part at their Early Redemption Amount at the option of the Issuer on an Interest Payment Date by giving an irrevocable notice in accordance with § 12 two weeks prior the Interest Payment Date on which such redemption shall be made, if at least five years have passed since the issue of the Notes and if
  - (i) the European Central Bank, the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, BaFin) or another competent authority which has assumed the supervisory role ("**Supervisory Authority**") has approved the premature redemption, repayment or repurchase; and
  - (ii) the redemption, repayment or repurchase is not prohibited by the Own Funds Provisions. "**Own Funds Provisions**" means, at any time, the laws, regulations, technical standards, requirements, guidelines and policies relating to own funds requirements and capital adequacy adopted by competent bodies of the European Union, the Federal Republic of Germany and any other competent authority then in effect in the Federal Republic of Germany and applicable to the Issuer and/or its group.
- (b) Before five years have passed since the issue of the Notes, an early redemption, repayment or repurchase in whole but not in part at the option of the Issuer is only possible if the conditions under (i) and (ii) of the preceding paragraph are fulfilled and
  - (i) if (x) the regulatory classification of the Notes has changed, that would likely result in it no longer being recognized as own funds, (y) the Supervisory Authority estimates such a change to be sufficiently certain, and (z) the Issuer has demonstrated to the satisfaction of the Supervisory Authority that the regulatory reclassification of the Notes was not foreseeable at the time of their issue; or
  - (ii) if there is (x) a change in the applicable tax treatment of the Notes, (y) which the Issuer demonstrates to the satisfaction of the Supervisory Authority is material and was not reasonably foreseeable at the time of their issue; and
  - (iii) an irrevocable redemption notice in accordance with § 12 is given two weeks prior the Interest Payment Date on which such redemption shall be made.]

**[If Notes are subject to Early Redemption at the Option of the Issuer insert:**

(3) *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, **[insert in case of Subordinated Notes: subject to the prior permission of the competent Supervisory Authority]** upon notice given in accordance with § 5(2)[(a)][(b)], redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. **[If Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [Higher Redemption Amount]].]**

Call Redemption Date(s)

**[insert Call Redemption Date(s)]**

[ ]  
[ ]

Call Redemption Amount(s)

**[insert Call Redemption Amount(s)]**

[ ]  
[ ]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 12. Such notice shall specify:
  - (i) the Series of Notes subject to redemption;

- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
  - (iii) the Call Redemption Date, which shall be not less than **[insert Minimum Notice to Holders]** nor more than **[insert Maximum Notice to Holders]** days after the date on which notice is given by the Issuer to the Holders; and
  - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In case of Notes in NGN form insert:** Such partial redemption shall be reflected in the records of CBL and Euroclear as [either a pool factor or a reduction in principal amount, at the discretion of CBL and Euroclear.]]

**[3.][4.] Early Redemption Amount.**

For purposes of § 7 **[in the case of unsubordinated Notes insert:** and § 9], the Early Redemption Amount of a Note shall be its Final Redemption Amount plus accrued interest where applicable.]

**§6**

**FISCAL AGENT [,][AND] PAYING AGENT[S] [AND CALCULATION AGENT]**

- (1) *Appointment; Specified Offices.* The Fiscal Agent and Paying Agent[s] [and the Calculation Agent] and their respective specified offices are:

Fiscal Agent: Deutsche Bank Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main

Paying Agent[s]: **[insert other Paying Agents and specified offices]**

[Calculation Agent: **[insert for Euribor Floating Rate Notes:**  
Deutsche Bank Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main]  
**[insert other Calculation Agent if applicable]]**

Any of the Agents appointed under this § 6 reserves the right at any time to change its respective specified offices to some other specified office in the same city.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents appointed under this § 6 and to appoint another Agent in its place. The Issuer shall at all times maintain (i) a Fiscal Agent **[in the case of Notes listed on a stock exchange insert: [,] [and]** (ii) so long as the Notes are listed on the [insert name of Stock Exchange], a Paying Agent (which may be the Fiscal Agent) with a specified office in **[insert location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange] **[in the case of payments in U.S. dollars insert: [,] [and]** [(iii)] if payments at or through the offices of all Paying Agents outside the United States become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, and so long as such payment is then permitted under the United States law without involving, in the opinion of the issuer, adverse tax consequences to the Issuer, a Paying Agent with a specified office in New York City] **[if any Calculation Agent is to be appointed insert: [,] [and]** [(iv)] a Calculation Agent **[if Calculation Agent is required to maintain a Specified Office in a Required Location insert:** with a specified office located in **[insert Required Location]**. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12.

- (3) *Agents of the Issuer.* Any of the Agents appointed under this § 6 acts solely as agent of the Issuer and does not have any obligations towards or relationship of agency or trust to any Holder.

## §7

### TAXATION

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

- (a) are payable otherwise than by deduction or withholding from payments of principal or interest, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party or (iii) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § 12, whichever occurs later, or
- (e) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction.

Notwithstanding any other provisions contained herein, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any amended or successor provisions), pursuant to any intergovernmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service (**FATCA withholding**) as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA withholding. The Issuer will not have any obligation to pay additional amounts or otherwise indemnify a holder for any such FATCA withholding deducted or withheld by the Issuer, the Paying Agent or any other party.

The German withholding tax (*Kapitalertragsteuer*) to be withheld from investment income by a German disbursing agent (*auszahlende Stelle*), the solidarity surcharge (*Solidaritätszuschlag*) thereon and – if applicable – the church tax (*Kirchensteuer*) levied in addition to the withholding tax do not constitute Withholding Taxes as described above in respect of which Additional Amounts would be payable by the Issuer. As a rule, a German disbursing agent is a German branch of a German or foreign bank or financial services institution, a German securities trading firm or a German securities trading bank keeping the Notes in custody, administering the Notes or arranging for the custody of the Notes and paying out or crediting the investment earnings (*Kapitalerträge*).

§8

**PRESENTATION PERIOD**

The presentation period provided in § 801 paragraph 1 sentence 1 BGB (*German Civil Code*) is reduced to ten years for the Notes.

§9

**[In the case of Subordinated Notes insert:**

**No Termination Right of Holders**

The Holders have no right to terminate the Notes.]

**[In the case of Unsubordinated Notes insert: EVENTS OF DEFAULT**

- (1) Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5), together with accrued interest (if any) to the date of repayment, in the event that:
  - (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
  - (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
  - (c) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
  - (d) a court opens bankruptcy or other insolvency proceedings against the Issuer or such proceedings are instituted and not discontinued or stayed within 60 days, or the Issuer or the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) applies for or institutes such proceedings, or
  - (e) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer, as the case may be, in connection with this issue.

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

- (2) Any notice, including any notice declaring Notes due, in accordance with § 9(1) shall be made by means of a declaration in the German or English language in text form (*Textform*, i.e. fax or email) to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 13(3)) or in other appropriate manner.]

§10

**SUBSTITUTION**

- (1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substituted Debtor**") **provided that:**
  - (a) the Substituted Debtor assumes all obligations of the Issuer in respect of the Notes;
  - (b) the Issuer and the Substituted Debtor have obtained all necessary authorisation and may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substituted Debtor or the Issuer has its domicile or

tax residence, all amounts required for the fulfillment of the payment obligations arising under the Notes;

- (c) the Substituted Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution; and
- (d) the Substitute Debtor is not a U.S. person as defined in the U.S. Internal Revenue Code 1986, as amended.

**[In the case of Unsubordinated Notes insert:**

- (e) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substituted Debtor in respect of the Notes on terms equivalent to the terms of the form of senior guarantee of the Issuer in respect of unsubordinated Notes contained in the Agency Agreement and]

**[In the case of Subordinated Notes insert:**

- (e) the obligations assumed by the Substituted Debtor in respect of the Notes are subordinated on terms identical to the terms of the Notes and (i) the Substituted Debtor is a subsidiary (*Tochterunternehmen*) of the Issuer, (ii) the Substituted Debtor deposits an amount which is equal to the aggregate principal amount of the Notes with the Issuer on terms equivalent, including in respect of subordination, to the terms and conditions of the Notes, and (iii) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substituted Debtor in respect of the Notes on terms equivalent to the terms of the form of subordinated guarantee of the Issuer in respect of subordinated Notes contained in the Agency Agreement; and]
- (f) there shall have been delivered to the Fiscal Agent an opinion or opinions of lawyers of recognised standing to the effect that § 10(a), (b) and (c) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 Aktiengesetz (*German Stock Corporation Act*).

- (2) *Notice.* Notice of any such substitution shall be published in accordance with § 12.
- (3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substituted Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substituted Debtor. Furthermore, in the event of such substitution the following shall apply:

**[In the case of unsubordinated Notes insert:**

In § 7 an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substituted Debtor.]

**[In the case of subordinated Notes insert:**

In § 7 an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substituted Debtor.]

## **§11**

### **FURTHER ISSUES, PURCHASES AND CANCELLATION**

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

- (2) *Purchases.* **[In the case of Subordinated Notes insert:** Subject to § 2 and only if, and to the extent that the purchase is not prohibited by applicable Own Funds Provisions, the][The] Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

## §12

### NOTICES

- (1) *Publication.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*) **[,][and]** **[on the website of the Luxembourg Stock Exchange, *www.bourse.lu* ][and]** **[on the website of the Issuer]**. Any notice so given will be deemed to have been validly given on the third day after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).
- (2) *Notification to Clearing System.* The Issuer may, in view of any publication set forth in § 12(1) above, deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders, **provided that**, so long as any Notes are listed on any stock exchange, the rules of such stock exchange permit such form of notice. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which the said notice was given to the Clearing System.

## §13

### AMENDMENTS OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE

- (1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders **[in the case of Subordinated Notes insert:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Notes as Tier 2 capital (*Ergänzungskapital*),] on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Holders pursuant to sections 5 *et seqq.* of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* - "**SchVG**"), as amended from time to time. In particular, the Holders may **[in the case of Subordinated Notes insert:** , subject to compliance with the requirements of applicable law and regulations for the recognition of the Notes as Tier 2 capital (*Ergänzungskapital*),] consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 para. 3 of the SchVG, but excluding a substitution of the Issuer, which is exclusively subject to the provisions in § 10, by resolutions passed by such majority of the votes of the Holders as stated under § 13 (2). A duly passed majority resolution shall be binding equally upon all Holders.
- (2) *Majority.* Except as provided by the following sentence and **provided that** the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 para. 3 numbers 1 through 9 of the SchVG or relating to material other matters, may only be passed by a majority of at least seventy-five % of the voting rights participating in the vote (a "**Qualified Majority**").
- (3) *Passing of resolutions.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 *et seqq.* of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 and section 5 *et seqq.* of the SchVG.
- (4) *Meeting.* If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding

the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

- (5) *Vote without a meeting.* If resolutions of the Holders shall be made by means of a vote without a meeting the request for voting (*Aufforderung zur Stimmabgabe*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 14 (3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.
  - (6) *Second meeting.* If it is ascertained that no quorum exists for the meeting pursuant to § 13(4) or the vote without a meeting pursuant to § 13(5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of a Custodian in accordance with § 14(3)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.
  - (7) *Holders' representative.* **[If no Holders' Representative is designated in the Terms and Conditions of the Notes insert:** The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be authorised to consent, in accordance with § 13(2), to a material change in the substance of the Terms and Conditions or other material matters.]
- [If the Holders' Representative is appointed in the Terms and Conditions of the Notes, insert: The joint representative (the "**Holders' Representative**") shall be [insert name]. The Holders' Representative shall have the duties and responsibilities and powers provided for by law. The liability of the Holders' Representative shall be limited to ten times of the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence. The provisions of the SchVG apply with respect to the dismissal of the Holders' Representative and the other rights and obligations of the Holders' Representative.]
- (8) *Publication.* Any notices concerning this § 13 shall be published exclusively pursuant to the provisions of the SchVG.

## §14

### MISCELLANEOUS

- (1) *Applicable Law.* The Notes, as to form and content and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

- (3) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of: (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b); and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

## §15

### LANGUAGE

**[If the Conditions shall be in the German language with an English language translation insert:**

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

**[If the Conditions shall be in the English language with a German language translation insert:**

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

**[If the Conditions shall be in the German language only insert:**

These Terms and Conditions are written in the German language only.]

**[If the Conditions shall be in the English language only insert:**

These Terms and Conditions are written in the English language only.]

**[In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-professional investors in Germany with English language Conditions insert:**

A German translation of the Terms and Conditions is available free of charge at DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main.]

OPTION III - TERMS AND CONDITIONS OF THE FIXED RATE PFANDBRIEFE (ENGLISH LANGUAGE VERSION)

§1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This Series of [Ship Pfandbriefe (*Schiffspfandbriefe*)] [Aircraft Pfandbriefe (*Flugzeugpfandbriefe*)] (the "**Pfandbriefe**") of DVB Bank SE (the "**Issuer**") is being issued in [insert Specified Currency] (the "**Specified Currency**") in the aggregate principal amount [In the case the Global Pfandbrief is an NGN insert: (subject to § 1(6))] of [insert aggregate principal amount] (in words: [insert aggregate principal amount in words]) in denominations of [insert Specified Denominations] (the "**Specified Denominations**") each.
- (2) *Form.* The Pfandbriefe are being issued in bearer form.

[In the case of Pfandbriefe which are represented by a Permanent Global Pfandbrief insert:

- (3) *Permanent Global Pfandbrief.* The Pfandbriefe are represented by a permanent global Pfandbrief (the "**Permanent Global Pfandbrief**") without coupons. The Permanent Global Pfandbrief shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent and shall bear the manual signature of [In the case the Global Pfandbrief is an NGN insert: an authorised officer of the common safekeeper and of] the independent cover pool monitor (*Treuhänder*) appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). Definitive Pfandbriefe and interest coupons will not be issued.]

[In the case of Pfandbriefe which are initially represented by a Temporary Global Pfandbrief which will be exchanged for a Permanent Global Pfandbrief insert:

- (3) *Temporary Global Pfandbrief – Exchange.*
- (a) The Pfandbriefe are initially represented by a temporary global Pfandbrief (the "**Temporary Global Pfandbrief**") without coupons. The Temporary Global Pfandbrief will be exchangeable for Pfandbriefe in Specified Denominations represented by a permanent global Pfandbrief (the "**Permanent Global Pfandbrief**") without coupons. [In case of Euroclear and CBL and if the Global Pfandbrief is an NGN, insert: The details of such exchange shall be entered in the records of the ICSD.] The Temporary Global Pfandbrief and the Permanent Global Pfandbrief shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent and shall each bear the manual signature of [In the case the Global Pfandbrief is an NGN insert: an authorised officer of the common safekeeper and of] the independent cover pool monitor (*Treuhänder*) appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). Definitive Pfandbriefe and interest coupons will not be issued.
- (b) The Temporary Global Pfandbrief shall be exchanged for the Permanent Global Pfandbrief on a date (the "**Exchange Date**") not earlier than 40 days and not later than 180 days after the date of issue of the Temporary Global Pfandbrief. Such exchange shall only be made upon receipt by the Issuer of certifications from the relevant Clearing System to the effect that the beneficial owner or owners of the Pfandbriefe represented by the Temporary Global Pfandbrief is not a U.S. person (other than certain financial institutions or certain persons holding Pfandbriefe through such financial institutions). Payment of interest on Pfandbriefe represented by a Temporary Global Pfandbrief will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Pfandbrief will be treated as a request to exchange such Temporary Global Pfandbrief pursuant to § 1(3)(b). Any securities delivered in exchange for the Temporary Global Pfandbrief shall be delivered only outside of the United States (as defined in § 4(3)).]

- (4) *Clearing System.* Each Permanent Global Pfandbrief will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Pfandbriefe have been satisfied. "**Clearing System**" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") [Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**") [In the case the Global Note is an NGN insert: (CBL and Euroclear each an "ICSD" and together the "ICSDs"))],] [and] [specify other Clearing System].

[In the case the Global Note is an NGN insert: The Pfandbriefe are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[In the case the Global Pfandbrief is a CGN insert: The Pfandbriefe are issued in classical global note ("**CGN**") form and are kept in custody by a common depositary on behalf of the Clearing System.]

- (5) *Holder of Pfandbriefe.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Pfandbriefe, which are transferable in accordance with applicable laws and the rules and regulations of the Clearing System.

[In the case the Global Pfandbrief is an NGN insert:

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

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

[In the case the Temporary Global Pfandbrief is an NGN insert: On an exchange of a portion only of the Pfandbriefe represented by a Temporary Global Pfandbrief, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]

## §2

### STATUS

*Status.* The obligations under the Pfandbriefe constitute unsubordinated obligations of the Issuer ranking *pari passu* among themselves. The Pfandbriefe are covered in accordance with the German Pfandbrief Act (*Pfandbriefgesetz*) and rank *pari passu* with all other obligations of the Issuer under any other Pfandbriefe and any potential obligations of the Issuer arising from derivatives which serve as Cover Assets as described in § 4 paragraph 3 of the German Pfandbrief Act.

## §3

### INTEREST

- (1) *Rate of Interest and Interest Payment Dates.* The Pfandbriefe shall bear interest on their principal amount at the rate of [insert Rate of Interest] % per annum from (and including) [insert Interest Commencement Date] to (but excluding) the Maturity Date (as defined in § 5(1). Interest shall be payable in arrears on [insert Fixed Interest Date or Dates] in each

year (each such date, an "Interest Payment Date"). The first payment of interest shall be made on [insert First Interest Payment Date] [if First Interest Payment Date is not first anniversary of Interest Commencement Date insert: and will amount to [insert Initial Broken Amount per first Specified Denomination] per Pfandbrief in a denomination of [insert first Specified Denomination] [and [insert further Initial Broken Amount(s) per further Specified Denominations] per Pfandbrief in a denomination of [insert further Specified Denominations]].] [If Maturity Date is not a Fixed Interest Date insert: Interest in respect of the period from [insert Fixed Interest Date preceding the Maturity Date] (inclusive) to the Maturity Date (exclusive) will amount to [insert Final Broken Amount per first Specified Denomination] per Pfandbrief in a denomination of [insert first Specified Denomination] and [insert further Final Broken Amount(s) per further Specified Denominations] per Pfandbrief in a denomination of [insert further Specified Denominations].]

- (2) *Business Day Convention.* If the Interest Payment Date in respect of any Pfandbrief is not a Business Day (as defined in § 4(4)) then the Holder shall [if the Following Business Day Convention is applicable, insert: not be entitled to payment until the next Business Day in the relevant place [.]] [if the Modified Following Business Day Convention is applicable, insert: not be entitled to payment until the next Business Day in the relevant place unless it would thereby fall into the next calendar month in which event Interest Payment Date shall be brought forward to the immediately preceding Business Day [.]] [If the Interest Payment Date is not subject to adjustment in accordance with any Business Day Convention, insert: and shall not be entitled to further interest or other payment in respect of such delay nor, as the case may be, shall the amount of interest to be paid be reduced due to such deferment.] [If the Interest Payment Date is subject to adjustment in accordance with the Following Business Day Convention or the Modified Following Business Day Convention, insert: Notwithstanding § 3(1) the Holder is entitled to further interest for each additional day the Interest Payment Date is postponed due to the rules set out in this § 3(2). [If the Interest Payment Date is subject to adjustment in accordance with the Modified Following Business Day Convention, insert: However, in the event that the Interest Payment Date is brought forward to the immediately preceding Business Day due to the rules set out in this § 3(2), the Holder will only be entitled to interest until the actual Interest Payment Date and not until the scheduled Interest Payment Date scheduled in § 3(1).]
- (3) *Accrual of Interest.* If the Issuer for any reason fails to effect any due payment on the Pfandbriefe, interest shall accrue on the outstanding amount as from (including) the due date of such payment to (excluding) the date of actual payment at the default rate of interest established by law.
- (4) *Calculation of Interest for Partial Periods.* Interest for any period of time shorter than a year will be calculated on the basis of the Day Count Fraction (as defined below).
- (5) *Day Count Fraction.* "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Pfandbrief for any period of time (the "Calculation Period"):

[If Actual/Actual (ICMA Rule 251) insert:

If (a) the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and if (b) the Calculation Period is longer than one Determination Period, the sum of:

- (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year.

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date and

**"Determination Date"** means [insert Determination Date(s)] in each year.]

**[if 30/360, 360/360 or Bond Basis insert:** the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

**[if 30E/360 or Eurobond Basis insert:** the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).]

#### §4

#### PAYMENTS

(1)

(a) *Payment of Principal.* Payment of principal in respect of Pfandbriefe shall be made, subject to § 4(2) below, to the Clearing System or to its order for credit to the accounts of the relevant Holders upon presentation and surrender of the Global Pfandbrief at the specified office of any Paying Agent outside the United States. No payments may be paid to an account within or mailed to an address within the United States.

(b) *Payment of Interest.* Payment of interest on Pfandbriefe shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of Holders upon presentation of the Global Pfandbrief at the specified office of any Paying Agent outside the United States. *[In the case of interest payable on a Temporary Global Pfandbrief insert:* Payment of interest on Pfandbriefe represented by the Temporary Global Pfandbrief shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the Holders, upon due certification as provided in § 1(3)(b).] No payments may be paid to an account within or mailed to an address within the United States.

(2) *Manner of Payment and Discharge.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Pfandbriefe shall be made in the Specified Currency. The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(3) *United States.* **"United States"** means the United States of America as defined in Section 2 of the Securities Act of 1933.

(4) *Business Day.* If the date for payment of any amount in respect of any Pfandbrief is not a Business Day, then the Holders shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay. **"Business Day"** means **[if the Specified Currency is not Euro insert:** a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in [insert all relevant financial centres]] **[if the Specified Currency is Euro insert:** a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System ("TARGET2") are operational to effect the relevant payment].

(5) *References to Principal and Interest.* Reference in these Terms and Conditions to principal shall be deemed to include, as applicable: the Final Redemption Amount; **[if redeemable at option of the Issuer insert:** the Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Pfandbriefe.

§5

**REDEMPTION**

(1) *Redemption at Maturity.*

The Pfandbriefe shall be redeemed at their Final Redemption Amount on **[insert Maturity Date]** (the "**Maturity Date**"). The Final Redemption Amount in respect of each Pfandbrief shall be its principal amount (the "**Final Redemption Amount**").

**[If Pfandbriefe are subject to Early Redemption at the Option of the Issuer insert:**

(2) *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with § 5(2)(b), redeem all or some only of the Pfandbriefe on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. *[If Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [Higher Redemption Amount].]*

Call Redemption Date(s)

**[insert Call Redemption Date(s)]**

|  |
|--|
|  |
|  |

Call Redemption Amount(s)

**[insert Call Redemption Amount(s)]**

|  |
|--|
|  |
|  |

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Pfandbriefe in accordance with § 10. Such notice shall specify:
- (i) the Series of Pfandbriefe subject to redemption;
  - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Pfandbriefe which are to be redeemed;
  - (iii) the Call Redemption Date, which shall be not less than **[insert Minimum Notice to Holders]** nor more than **[insert Maximum Notice to Holders]** days after the date on which notice is given by the Issuer to the Holders; and
  - (iv) the Call Redemption Amount at which such Pfandbriefe are to be redeemed.
- (c) In the case of a partial redemption of Pfandbriefe, Pfandbriefe to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In case of Pfandbriefe in NGN form insert: Such partial redemption shall be reflected in the records of CBL and Euroclear as [either a pool factor or a reduction in principal amount, at the discretion of CBL and Euroclear.]]**

§6

**FISCAL AGENT AND PAYING AGENT[S]**

- (1) *Appointment; Specified Offices.* The Fiscal Agent and Paying Agent[s] and their respective specified offices are:

|               |                                                                                                                     |           |                                                                     |
|---------------|---------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------|
| Fiscal Agent: | Deutsche Bank Aktiengesellschaft<br>Trust & Securities Services<br>Taunusanlage 12<br><br>D-60325 Frankfurt am Main | <b>or</b> | DVB Bank SE<br>Platz der Republik 6<br>D-60325 Frankfurt am<br>Main |
|---------------|---------------------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------|

Paying Agent[s]: **[insert other Paying Agents and specified offices]**

Any of the Agents appointed under this § 6 reserves the right at any time to change its respective specified offices to some other specified office in the same city.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents appointed under this § 6 and to appoint another Agent in its place. The Issuer shall at all times maintain (i) a Fiscal Agent **[in the case of Pfandbriefe listed on a stock exchange insert: .][and]** (ii) so long as the Pfandbriefe are listed on the **[insert name of Stock Exchange]**, a Paying Agent (which may be the Fiscal Agent) with a specified office in **[insert location of Stock Exchange]** and/or in such other place as may be required by the rules of such stock exchange **[in the case of payments in U.S. dollars insert: and [(iii)]** if payments at or through the offices of all Paying Agents outside the United States become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, and so long as such payment is then permitted under the United States law without involving, in the opinion of the issuer, adverse tax consequences to the Issuer, a Paying Agent with a specified office in New York City]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 10.
- (3) *Agents of the Issuer.* Any of the Agents appointed under this § 6 acts solely as agent of the Issuer and does not have any obligations towards or relationship of agency or trust to any Holder.

## §7

### TAXATION

All payments of principal and interest in respect of the Pfandbriefe shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

## §8

### PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1 sentence 1 BGB (*German Civil Code*) is reduced to ten years for the Pfandbriefe.

## §9

### FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Pfandbriefe having the same terms and conditions as the Pfandbriefe in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with these Pfandbriefe.
- (2) *Purchases.* The Issuer may at any time purchase Pfandbriefe in the open market or otherwise and at any price. Pfandbriefe purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Pfandbriefe must be made available to all Holders of such Pfandbriefe alike.
- (3) *Cancellation.* All Pfandbriefe redeemed in full shall be cancelled forthwith and may not be reissued or resold.

## §10

### NOTICES

- (1) *Publication.* All notices concerning the Pfandbriefe shall be published in the Federal Gazette (*Bundesanzeiger*) **[,][and]** **[on the website of the Luxembourg Stock Exchange, [www.bourse.lu](http://www.bourse.lu) ][and]** **[on the website of the Issuer]**. Any notice so given will be deemed to

have been validly given on the third day after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).

- (2) *Notification to Clearing System.* The Issuer may, in view of any publication set forth in § 10(1), deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders, **provided that**, so long as any Pfandbriefe are listed on any stock exchange, the rules of such stock exchange permit such form of notice. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which the said notice was given to the Clearing System.

## §11

### MISCELLANEOUS

- (1) *Applicable Law.* The Pfandbriefe, as to form and content and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Submission to Jurisdiction.* The competent courts in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Pfandbriefe.
- (3) *Enforcement.* Any Holder of Pfandbriefe may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Pfandbriefe on the basis of: (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Pfandbriefe (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Pfandbriefe credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b); and (ii) a copy of the Pfandbrief in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global Pfandbrief representing the Pfandbriefe. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Pfandbriefe and includes the Clearing System.

## §12

### LANGUAGE

**[If the Conditions shall be in the German language with an English language translation insert:**

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

**[If the Conditions shall be in the English language with a German language translation insert:**

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

**[If the Conditions shall be in the German language only insert:**

These Terms and Conditions are written in the German language only.]

**[If the Conditions shall be in the English language only insert:**

These Terms and Conditions are written in the English language only.]

**[In the case of Pfandbriefe that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-professional investors in Germany with English language Conditions insert:**

A German translation of the Conditions is available free of cost at DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main, Germany.]

**OPTION IV - TERMS AND CONDITIONS OF THE FLOATING RATE PFANDBRIEFE (ENGLISH LANGUAGE VERSION)**

**§1**

**CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS**

- (1) *Currency; Denomination.* This Series of [Ship Pfandbriefe (*Schiffspfandbriefe*)] [Aircraft Pfandbriefe (*Flugzeugpfandbriefe*)] (the "**Pfandbriefe**") of DVB Bank SE (the "**Issuer**") is being issued in [insert Specified Currency] (the "**Specified Currency**") in the aggregate principal amount [In the case the Global Pfandbrief is an NGN insert: (subject to § 1(6))] of [insert aggregate principal amount] (in words: [insert aggregate principal amount in words]) in denominations of [insert Specified Denominations] (the "**Specified Denominations**") each.
- (2) *Form.* The Pfandbriefe are being issued in bearer form.

**[In the case of Pfandbriefe which are represented by a Permanent Global Pfandbrief insert:**

- (3) *Permanent Global Pfandbrief.* The Pfandbriefe are represented by a permanent global Pfandbrief (the "**Permanent Global Pfandbrief**") without coupons. The Permanent Global Pfandbrief shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent and shall bear the manual signature of [In the case the Global Pfandbrief is an NGN insert: an authorised officer of the common safekeeper and of] the independent cover pool monitor (*Treuhänder*) appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). Definitive Pfandbriefe and interest coupons will not be issued.]

**[In the case of Pfandbriefe which are initially represented by a Temporary Global Pfandbrief which will be exchanged for a Permanent Global Pfandbrief insert:**

- (3) *Temporary Global Pfandbrief – Exchange.*
  - (a) The Pfandbriefe are initially represented by a temporary global Pfandbrief (the "**Temporary Global Pfandbrief**") without coupons. The Temporary Global Pfandbrief will be exchangeable for Pfandbriefe in Specified Denominations represented by a permanent global Pfandbrief (the "**Permanent Global Pfandbrief**") without coupons. [In case of Euroclear and CBL and if the Global Pfandbrief is an NGN, insert: The details of such exchange shall be entered in the records of the ICSD.] The Temporary Global Pfandbrief and the Permanent Global Pfandbrief shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent and shall each bear the manual signature of [In the case the Global Pfandbrief is an NGN insert: an authorised officer of the common safekeeper and of] the independent cover pool monitor (*Treuhänder*) appointed by the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). Definitive Pfandbriefe and interest coupons will not be issued.
  - (b) The Temporary Global Pfandbrief shall be exchanged for the Permanent Global Pfandbrief on a date (the "**Exchange Date**") not earlier than 40 days and not later than 180 days after the date of issue of the Temporary Global Pfandbrief. Such exchange shall only be made upon receipt by the Issuer of certifications from the relevant Clearing System to the effect that the beneficial owner or owners of the Pfandbriefe represented by the Temporary Global Pfandbrief is not a U.S. person (other than certain financial institutions or certain persons holding Pfandbriefe through such financial institutions). Payment of interest on Pfandbriefe represented by a Temporary Global Pfandbrief will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Pfandbrief will be treated as a request to exchange such Temporary Global Pfandbrief pursuant to § 1(3)(b). Any securities delivered in exchange for the Temporary Global Pfandbrief shall be delivered only outside of the United States (as defined in § 4(3)).]

- (4) *Clearing System*. Each Permanent Global Pfandbrief will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Pfandbriefe have been satisfied. "**Clearing System**" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") [Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**") [In the case the Global Note is an NGN insert: (CBL and Euroclear each an "ICSD" and together the "ICSDs"))],] [and] [specify other Clearing System].

[In the case the Global Note is an NGN insert: The Pfandbriefe are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[In the case the Global Pfandbrief is a CGN insert: The Pfandbriefe are issued in classical global note ("**CGN**") form and are kept in custody by a common depositary on behalf of the Clearing System.]

- (5) *Holder of Pfandbriefe*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Pfandbriefe, which are transferable in accordance with applicable laws and the rules and regulations of the Clearing System.

[In the case the Global Pfandbrief is an NGN insert:

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

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

[In the case the Temporary Global Pfandbrief is an NGN insert: On an exchange of a portion only of the Pfandbriefe represented by a Temporary Global Pfandbrief, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]

## §2

### STATUS

*Status*. The obligations under the Pfandbriefe constitute unsubordinated obligations of the Issuer ranking *pari passu* among themselves. The Pfandbriefe are covered in accordance with the German Pfandbrief Act (*Pfandbriefgesetz*) and rank *pari passu* with all other obligations of the Issuer under any other Pfandbriefe and any potential obligations of the Issuer arising from derivatives which serve as Cover Assets as described in § 4 paragraph 3 of the German Pfandbrief Act.

## §3

### INTEREST

- (1) *Interest Payment Dates*.
- (a) The Pfandbriefe bear interest on their outstanding principal amount from [insert Interest Commencement Date] (inclusive) (the "**Interest Commencement Date**")

to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the Pfandbriefe shall be payable on each Interest Payment Date.

(b) **"Interest Payment Date"** means

**[in the case of Specified Interest Payment Dates insert:** each [insert Specified Interest Payment Dates].]

**[in the case of Specified Interest Periods insert:** each date which (except as otherwise provided in these Terms and Conditions) falls [insert number] [weeks][months] [insert other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined in § 4(4)), it shall be:

**[if Modified Following Business Day Convention insert:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day.]

**[if FRN Convention insert:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the payment date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [[insert number] months] [insert other specified periods] after the preceding applicable payment date.]

**[if Following Business Day Convention insert:** postponed to the next day which is a Business Day.]

**[if Preceding Business Day Convention insert:** the immediately preceding Business Day.]

(2) **Rate of Interest.** **[if Screen Rate Determination insert:** The rate of interest (the **"Rate of Interest"**) for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period which appears or appear, as the case may be, on the Screen Page as of 11:00 a.m. ([Brussels][London] [insert other relevant location] time) on the Interest Determination Date (as defined below) **[if Margin insert:** [plus][minus] the Margin (as defined below)], all as determined by the Calculation Agent.

**"Interest Period"** means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

**"Interest Determination Date"** means the [second] [insert other applicable number of days] Business Day (as defined in § 4(4) prior to the commencement of the relevant Interest Period.

**[If Margin insert: "Margin" means [insert relevant Margin] % per annum.]**

**"Screen Page"** means [insert relevant Screen Page].

If no such quotation appears at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the [London] [insert other relevant location] interbank market [of the Euro-Zone] at approximately 11.00 a.m. ([Brussels][London][insert other relevant location] time) on the Interest Determination Date. **["Euro-Zone" means the region comprised of Member States of the European Union that participate in European Monetary Union.]** If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest

Period shall be the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005]** **[if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005]** being rounded upwards) of such offered quotations **[if Margin insert: [plus][minus] the Margin]**, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR insert: thousandth of a percentage point, with 0.0005]** **[if the Reference Rate is not EURIBOR insert: hundred-thousandth of a percentage point, with 0.000005]** being rounded upwards of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such rates were offered, as at approximately 11.00 a.m. (**[Brussels][London]** **[insert other relevant location]** time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the **[London]** **[insert other relevant location]** interbank market **[of the Euro-Zone]** **[if Margin insert: [plus][minus] the Margin]**; or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the **[London]** **[insert other relevant location]** interbank market **[of the Euro-Zone]** (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) **[if Margin insert: [plus][minus] the Margin]**. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed **[if Margin insert: [plus][minus] the Margin]** (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period)].

"Reference Banks" means those offices of **[in case of EURIBOR insert: not less than five]** such banks whose offered rates were lastly used to determine such quotation when not less than three quotations appeared on the Screen Page**[if other Reference Banks are specified in the Final Terms, insert names here]**.

- (3) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "**Interest Amount**") payable on the Pfandbriefe for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the aggregate principal amount of Pfandbriefe and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.
- (4) *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and, if required by the rules of any stock exchange on which the Pfandbriefe are from time to time listed, to such stock exchange, the Paying Agent, and to the Holders in accordance with § 10 as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Pfandbriefe are then listed, the Paying Agent and to the Holders in accordance with § 10.
- (5) *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent **[, the Paying Agents]** and the Holders.

- (6) *Accrual of Interest.* If the Issuer for any reason fails to effect any due payment on the Pfandbriefe, interest shall accrue on the outstanding amount as from (including) the due date of such payment to (excluding) the date of actual payment at the default rate of interest established by law.
- (7) *Calculation of Interest for Partial Periods.* Interest for any period of time shorter than a year will be calculated on the basis of the Day Count Fraction (as defined below).
- (8) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Pfandbrief for any period of time (the "**Calculation Period**"):
 

**[If Actual/365 or Actual/Actual (ISDA) insert:** the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

**[if Actual/365 (Fixed) insert:** the actual number of days in the Calculation Period divided by 365.]

**[if Actual/360 insert:** the actual number of days in the Calculation Period divided by 360.]

#### §4

#### PAYMENTS

- (1)
  - (a) *Payment of Principal.* Payment of principal in respect of Pfandbriefe shall be made, subject to § 4(2) below, to the Clearing System or to its order for credit to the accounts of the relevant Holders upon presentation and surrender of the Global Pfandbrief at the specified office of any Paying Agent outside the United States. No payments may be paid to an account within or mailed to an address within the United States.
  - (b) *Payment of Interest.* Payment of interest on Pfandbriefe shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of Holders upon presentation of the Global Pfandbrief at the specified office of any Paying Agent outside the United States. **[In the case of interest payable on a Temporary Global Pfandbrief insert:** Payment of interest on Pfandbriefe represented by the Temporary Global Pfandbrief shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the Holders, upon due certification as provided in § 1(3)(b).] No payments may be paid to an account within or mailed to an address within the United States.
- (2) *Manner of Payment and Discharge.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Pfandbriefe shall be made in the Specified Currency. The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (3) *United States.* "**United States**" means the United States of America as defined in Section 2 of the Securities Act of 1933.
- (4) *Business Day.* If the date for payment of any amount in respect of any Pfandbrief is not a Business Day, then the Holders shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay. "**Business Day**" means **[if the Specified Currency is not Euro insert:** a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in **[insert all relevant financial centres]** **[if the Specified Currency is Euro insert:** a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System ("**TARGET2**") are operational to effect the relevant payment].
- (5) *References to Principal and Interest.* Reference in these Terms and Conditions to principal shall be deemed to include, as applicable: the Final Redemption Amount; **[if redeemable at**

**option of the Issuer insert:** the Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Pfandbriefe.

## §5

### REDEMPTION

(1) *Redemption at Maturity.*

The Pfandbriefe shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in **[insert Redemption Month]** (the "**Maturity Date**"). The Final Redemption Amount in respect of each Pfandbrief shall be its principal amount (the "**Final Redemption Amount**").

**[If Pfandbriefe are subject to Early Redemption at the Option of the Issuer insert:**

(2) *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with § 5(2)(b), redeem all or some only of the Pfandbriefe on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. **[If Minimum Redemption Amount or Higher Redemption Amount applies insert:** Any such redemption must be of a principal amount equal to [at least **[insert Minimum Redemption Amount]**] **[Higher Redemption Amount]**.]

Call Redemption Date(s)

**[insert Call Redemption Date(s)]**

|  |
|--|
|  |
|  |

Call Redemption Amount(s)

**[insert Call Redemption Amount(s)]**

|  |
|--|
|  |
|  |

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Pfandbriefe in accordance with § 10. Such notice shall specify:
- (i) the Series of Pfandbriefe subject to redemption;
  - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Pfandbriefe which are to be redeemed;
  - (iii) the Call Redemption Date, which shall be not less than **[insert Minimum Notice to Holders]** nor more than **[insert Maximum Notice to Holders]** days after the date on which notice is given by the Issuer to the Holders; and
  - (iv) the Call Redemption Amount at which such Pfandbriefe are to be redeemed.
- (c) In the case of a partial redemption of Pfandbriefe, Pfandbriefe to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.] **[In case of Pfandbriefe in NGN form insert:** Such partial redemption shall be reflected in the records of CBL and Euroclear as [either a pool factor or a reduction in principal amount, at the discretion of CBL and Euroclear.]]

## §6

### FISCAL AGENT [,][AND]PAYING AGENT[S] [AND CALCULATION AGENT]

- (1) *Appointment; Specified Offices.* The Fiscal Agent [,][and] Paying Agent[s]][and the Calculation Agent]and their respective specified offices are:

|               |                                                                                                                 |    |                                                                  |
|---------------|-----------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------|
| Fiscal Agent: | Deutsche Bank Aktiengesellschaft<br>Trust & Securities Services<br>Taunusanlage 12<br>D-60325 Frankfurt am Main | or | DVB Bank SE<br>Platz der Republik 6<br>D-60325 Frankfurt am Main |
|---------------|-----------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------|

Paying Agent[s]: **[insert other Paying Agents and specified offices]**

[Calculation Agent: [insert for Euribor Floating Rate  
Pfandbriefe:  
[Deutsche Bank  
Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main]  
[insert other Calculation Agent if applicable]]

Any of the Agents appointed under this § 6 reserves the right at any time to change its respective specified offices to some other specified office in the same city.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents appointed under this § 6 and to appoint another Agent in its place. The Issuer shall at all times maintain (i) a Fiscal Agent **[in the case of Pfandbriefe listed on a stock exchange insert: [.] [and] (ii) so long as the Pfandbriefe are listed on the [insert name of Stock Exchange], a Paying Agent (which may be the Fiscal Agent) with a specified office in [insert location of Stock Exchange] and/or in such other place as may be required by the rules of such stock exchange] [in the case of payments in U.S. dollars insert: [.] [and] [(iii) if payments at or through the offices of all Paying Agents outside the United States become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, and so long as such payment is then permitted under the United States law without involving, in the opinion of the issuer, adverse tax consequences to the Issuer, a Paying Agent with a specified office in New York City] [if any Calculation Agent is to be appointed insert: [.] [and] [(iv) a Calculation Agent [if Calculation Agent is required to maintain a Specified Office in a Required Location insert: with a specified office located in [insert Required Location]]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 10.**
- (3) *Agents of the Issuer.* Any of the Agents appointed under this § 6 acts solely as agent of the Issuer and does not have any obligations towards or relationship of agency or trust to any Holder.

## §7

### TAXATION

All payments of principal and interest in respect of the Pfandbriefe shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

## §8

### PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1 sentence 1 BGB (*German Civil Code*) is reduced to ten years for the Pfandbriefe.

## §9

### FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Pfandbriefe having the same terms and conditions as the Pfandbriefe in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with these Pfandbriefe.
- (2) *Purchases.* The Issuer may at any time purchase Pfandbriefe in the open market or otherwise and at any price. Pfandbriefe purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are

made by tender, tenders for such Pfandbriefe must be made available to all Holders of such Pfandbriefe alike.

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

## §10

### NOTICES

- (1) *Publication.* All notices concerning the Pfandbriefe shall be published in the Federal Gazette (*Bundesanzeiger*) [.]and [.]on the website of the Luxembourg Stock Exchange, *www.bourse.lu* [.]and [.]on the website of the Issuer. Any notice so given will be deemed to have been validly given on the third day after the date of such publication (or, if published more than once, on the third day after the date of the first such publication).
- (2) *Notification to Clearing System.* The Issuer may, in view of any publication set forth in § 10(1) above, deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders, **provided that**, so long as any Pfandbriefe are listed on any stock exchange, the rules of such stock exchange permit such form of notice. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which the said notice was given to the Clearing System.

## §11

### MISCELLANEOUS

- (1) *Applicable Law.* The Pfandbriefe, as to form and content and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
- (2) *Submission to Jurisdiction.* The competent courts in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Pfandbriefe.
- (3) *Enforcement.* Any Holder of Pfandbriefe may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Pfandbriefe on the basis of: (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Pfandbriefe (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Pfandbriefe credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b); and (ii) a copy of the Pfandbrief in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global Pfandbrief representing the Pfandbriefe. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Pfandbriefe and includes the Clearing System.

## §12

### LANGUAGE

**[If the Conditions shall be in the German language with an English language translation insert:**

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

**[If the Conditions shall be in the English language with a German language translation insert:**

These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

**[If the Conditions shall be in the German language only insert:**

These Terms and Conditions are written in the German language only.]

**[If the Conditions shall be in the English language only insert:**

These Terms and Conditions are written in the English language only.]

**[In the case of Pfandbriefe that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-professional investors in Germany with English language Conditions insert:**

A German translation of the Conditions is available free of cost at DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main, Germany.]

## TERMS AND CONDITIONS OF THE INSTRUMENTS (German Language Version)

### Emissions-Bedingungen Für Die Instrumente

Die Emissionsbedingungen für die Instrumente (die "**Emissionsbedingungen**") sind nachfolgend in vier Optionen aufgeführt:

**Option I** umfasst einen deutsch- und englischsprachigen Satz der Emissionsbedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

**Option II** umfasst einen deutsch- und englischsprachigen Satz der Emissionsbedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

**Option III** umfasst einen deutsch- und englischsprachigen Satz der Emissionsbedingungen, der auf Tranchen von Pfandbriefen mit fester Verzinsung Anwendung findet.

**Option IV** umfasst einen deutsch- und englischsprachigen Satz der Emissionsbedingungen, der auf Tranchen von Pfandbriefen mit variabler Verzinsung Anwendung findet.

Der Satz von Emissionsbedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen in eckigen Klammern innerhalb des Satzes der Emissionsbedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I, Option II, Option III oder Option IV (*einschließlich der jeweils enthaltenen bestimmten weiteren Optionen*) für die einzelne Emission von Instrumenten Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit die Emittentin zum Zeitpunkt der Billigung des Prospektes keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Instrumenten anwendbar sind, enthält dieser Prospekt Platzhalter in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

**[Im Fall, dass die Optionen, die für eine einzelne Emission anwendbar sind, in den Endgültigen Bedingungen durch Verweis auf die weiteren Optionen bestimmt werden, die im Satz der Emissionsbedingungen der Option I, Option II, Option III oder Option IV enthalten sind:**

Die Bestimmungen dieser Emissionsbedingungen gelten für diese Instrumente so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "**Endgültigen Bedingungen**") vervollständigt werden. Die Leerstellen in den auf die Instrumente anwendbaren Bestimmungen dieser Emissionsbedingungen gelten als durch die in den endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Emissionsbedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Emissionsbedingungen gestrichen; sämtliche auf die Instrumente nicht anwendbaren Bestimmungen dieser Emissionsbedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Emissionsbedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Emissionsstelle sowie bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Instrumente sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Instrumente erhältlich.]

OPTION I - TERMS AND CONDITIONS OF THE FIXED RATE NOTES (GERMAN LANGUAGE  
VERSION)

Emissions-Bedingungen für fest verzinsliche Schuldverschreibungen

§1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der DVB Bank SE (die "**Emittentin**") wird in **[festgelegte Währung einfügen]** (die "**festgelegte Währung**") im Gesamtnennbetrag **[Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich § 1 (6))]** von **[Gesamtnennbetrag einfügen]** (in Worten: **[Gesamtnennbetrag in Worten einfügen]**) in Stückelungen von **[festgelegte Stückelungen einfügen]** (die "**festgelegten Stückelungen**") begeben.

- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

**[Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, einfügen:**

- (3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

**[Im Fall von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, die gegen eine Dauerglobalurkunde ausgetauscht werden soll, einfügen:**

- (3) *Vorläufige Globalurkunde – Austausch.*

- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. **[Im Fall von Euroclear und CBL, und wenn die Globalurkunde eine NGN ist, einfügen:** Die Einzelheiten eines solchen Austausches werden in die Aufzeichnungen der ICSD aufgenommen.] Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

- (b) Die vorläufige Globalurkunde wird an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde ausgetauscht, der nicht weniger als 40 Tage und nicht mehr als 180 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbriefte Schuldverschreibungen erfolgen erst nach Empfang durch den Emittenten von Bescheinigungen von dem relevanten Clearingsystem. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses §1 (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) zu liefern.]

- (4) *Clearing System.* Jede Dauerglobalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den

Schuldverschreibungen erfüllt sind. "**Clearing System**" bedeutet **[bei mehr als einem Clearing System einfügen: jeweils]** folgendes: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxemburg ("**CBL**") [Euroclear Bank SA/NV als Betreiberin des Euroclear Systems ("**Euroclear**") [CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**" [,] [und] **[anderes Clearing System angeben]**].

**[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, einfügen:**

**[Falls die Globalurkunde eine NGN ist, einfügen:** Die Schuldverschreibungen werden in Form einer new global note ("**NGN**") ausgegeben und von einer gemeinsamen Verwahrstelle (common safekeeper) im Namen beider ICSDs verwahrt.]]

**[Falls die Globalurkunde eine CGN ist, einfügen:** Die Schuldverschreibungen werden in Form einer classical global note ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]]

- (5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

**[Falls die Globalurkunde eine NGN ist, einfügen:**

- (6) *Register der ICSDs.* Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.

**[Falls die vorläufige Globalurkunde eine NGN ist, einfügen:** Bei Austausch eines Anteils ausschließlich durch eine vorläufige Globalurkunde verbriefter Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.]]

## §2

### STATUS

**[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:**

- (1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind.
- (2) *Herabsetzung oder Umwandlung von Nennbetrag und Zinsen aufgrund einer Gläubigerbeteiligung (Regulatory Bail-in).* Neben und ungeachtet der übrigen Bestimmungen dieser Anleihebedingungen können die Schuldverschreibungen Gegenstand einer Gläubigerbeteiligung (Regulatory Bail-in) sein.

"Regulatory Bail-in" bezeichnet eine Entscheidung der zuständigen Behörde, dass der Nennbetrag der Schuldverschreibungen ganz oder teilweise herabgesetzt wird oder in ein oder mehrere Instrumente des Kernkapitals der Emittentin umgewandelt wird.]]

**[Im Fall von nachrangigen Schuldverschreibungen einfügen:]**

- (1) Die Schuldverschreibungen sollen der Emittentin als berücksichtigungsfähige Eigenmittel in der Form des Ergänzungskapitals gemäß Artikeln 63 ff. der Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rats über die Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen ("**CRR**") dienen.

Die Schuldverschreibungen begründen nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, sofern nicht anwendbare gesetzliche Vorschriften oder die Bedingungen dieser anderen Verbindlichkeiten etwas anderes vorsehen. Im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin gehen die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten im Range vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten nicht vollständig befriedigt sind. Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzurechnen. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen. Den Gläubigern wird für ihre Rechte aus den Schuldverschreibungen weder durch die Emittentin noch durch Dritte irgendeine Sicherheit oder Garantie gestellt; eine solche Sicherheit oder Garantie wird auch zu keinem späteren Zeitpunkt gestellt werden.

- (2) Nachträglich können der Nachrang gemäß § 2(1) nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Werden die Schuldverschreibungen vorzeitig unter anderen als den in § 2(1) beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 5(2) oder (3) zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurück zu gewähren, sofern nicht die für die Emittentin zuständige Aufsichtsbehörde (wie in § 5(2) definiert) der vorzeitigen Rückzahlung oder dem vorzeitigen Rückkauf zugestimmt hat. Eine Kündigung oder Rückzahlung der Schuldverschreibungen nach Maßgabe von § 5 oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist in jedem Fall nur mit vorheriger Zustimmung der für die Emittentin zuständigen Aufsichtsbehörde zulässig.
- (3) *Herabsetzung oder Umwandlung von Nennbetrag und Zinsen aufgrund einer Gläubigerbeteiligung (Regulatory Bail-in).* Neben und ungeachtet der übrigen Bestimmungen dieser Anleihebedingungen können die Schuldverschreibungen Gegenstand einer Gläubigerbeteiligung (Regulatory Bail-in) sein.

"Regulatory Bail-in" bezeichnet eine Entscheidung der zuständigen Behörde, dass der Nennbetrag der Schuldverschreibungen ganz oder teilweise herabgesetzt wird oder in ein oder mehrere Instrumente des Kernkapitals der Emittentin umgewandelt wird.]

**§3**

**ZINSEN**

- (1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom **[Verzinsungsbeginn einfügen]** (einschließlich) bis zum Fälligkeitstag (wie in § 5 (1) definiert) (ausschließlich) mit jährlich **[Zinssatz einfügen]**%. Die Zinsen sind nachträglich am **[Festzinstermine) einfügen]** eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am **[ersten Zinszahlungstag einfügen]** [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist einfügen: und beläuft sich auf **[anfänglichen Bruchteilszinsbetrag pro erste festgelegte Stückelung einfügen]** je Schuldverschreibung im Nennbetrag von **[erste festgelegte Stückelung einfügen]** und **[weitere anfängliche Bruchteilszinsbeträge für jede weitere festgelegte Stückelung einfügen]** je Schuldverschreibung im Nennbetrag von **[weitere festgelegte Stückelungen einfügen].**] **[Sofern der Fälligkeitstag kein Festzinstern ist einfügen:** Die Zinsen für den Zeitraum vom **[den letzten dem Fälligkeitstag vorausgehenden Festzinstern einfügen]** (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf **[abschließenden Bruchteilszinsbetrag pro erste festgelegte Stückelung einfügen]** je Schuldverschreibung

im Nennbetrag von **[erste festgelegte Stückelung einfügen]** und **[weitere abschließende Bruchteilszinsbeträge für jede weitere festgelegte Stückelung einfügen]** je Schuldverschreibung im Nennbetrag von **[weitere festgelegte Stückelungen einfügen].]**

- (2) *Geschäftstagskonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie in § 4 (4) definiert) ist, dann hat der Gläubiger **[bei Anwendbarkeit der Following Business Day Konvention einfügen]**: keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort[.] **[bei Anwendbarkeit der Modified Following Business Day Konvention einfügen]**: keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort, es sei denn, der Zinszahlungstag würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen[.] **[Wenn der Zinszahlungstag keiner Anpassung nach einer Geschäftstagskonvention unterliegt, einfügen]**: und ist, je nach vorliegender Situation, weder berechtigt, weitere Zinsen oder sonstige Zahlungen auf Grund der Verschiebung zu verlangen noch muss er auf Grund der Verschiebung eine Kürzung der Zinsen hinnehmen.] **[Wenn der Zinszahlungstag einer Anpassung nach der Modified Following Business Day Konvention oder der Following Business Day Konvention unterliegt, einfügen]**: Ungeachtet des Absatzes (1) dieses § 3 hat der Gläubiger Anspruch auf weitere Zinszahlung für jeden zusätzlichen Tag, um den der Zinszahlungstag aufgrund der in diesem Absatz (2) von § 3 geschilderten Regelungen nach hinten verschoben wird. **[Wenn der Zinszahlungstag einer Anpassung nach der Modified Following Business Day Konvention unterliegt, einfügen]**: Für den Fall jedoch, in dem der Zinszahlungstag im Einklang mit den in diesem Absatz (2) des § 3 auf den unmittelbar vorhergehenden Geschäftstag vorgezogen wird, hat der Gläubiger nur Anspruch auf Zinsen bis zum tatsächlichen Zinszahlungstag, nicht jedoch bis zum in § 3 Absatz (1) festgelegten Zinszahlungstag.]
- (3) *Auflaufende Zinsen.* Wenn die Emittentin eine fällige Zahlung auf die Schuldverschreibungen aus irgendeinem Grund nicht leistet, wird der ausstehende Betrag von dem Fälligkeitstag (einschließlich) bis zum Tag der vollständigen Zahlung an die Gläubiger (ausschließlich) mit dem gesetzlich bestimmten Verzugszins verzinst.
- (4) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).
- (5) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

**[Im Falle von Actual/Actual (ICMA Regelung 251) einfügen:**

Wenn (a) der Zinsberechnungszeitraum kürzer oder gleich der Feststellungsperiode ist, in die er fällt, die Anzahl der Tage im Zinsberechnungszeitraum geteilt durch das Produkt aus (x) der Anzahl der Tage in dieser Feststellungsperiode und (y) der Anzahl der Feststellungsperioden die normalerweise in einem Jahr enden würden; und wenn (b) der Zinsberechnungszeitraum länger ist als eine Feststellungsperiode, die Summe aus:

- (A) die Anzahl der Tage des Zinsberechnungszeitraumes, der in die Feststellungsperiode fällt, in welcher er beginnt, geteilt durch das Produkt aus (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) die Anzahl der Feststellungsperioden die normalerweise in einem Jahr enden würden; und
- (B) die Anzahl der Tage des Zinsberechnungszeitraumes, der in die nächstfolgende Feststellungsperiode fällt, geteilt durch das Produkt aus (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) der Anzahl der Feststellungsperioden die normalerweise in einem Jahr enden würden.

"Feststellungsperiode" bedeutet der Zeitraum von und einschließlich einem Feststellungstag in einem Jahr bis zu, aber ausschließlich, dem nächstfolgenden Feststellungstag und

"Feststellungstag" bedeutet **[Feststellungstag(e) einfügen]** eines jeden Jahres.]

**[Im Falle von 30/360, 360/360 oder Bond Basis einfügen]**: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines

Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

**[Im Falle von 30E/360 oder Eurobond Basis einfügen:** die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).]

#### §4

### ZAHLUNGEN

(1)

- (a) *Zahlungen auf Kapital.* Zahlungen von Kapital auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. **[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde einfügen:** Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 4(b).] Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.

(2) *Zahlungsweise und Erfüllung.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung. Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(3) *Vereinigte Staaten.* "**Vereinigte Staaten**" sind die Vereinigten Staaten von Amerika wie in Abschnitt 2 des Securities Act von 1933 definiert.

(4) *Geschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen auf Grund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Geschäftstag**" **[falls die festgelegte Währung nicht Euro ist, einfügen:** einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in **[sämtliche relevanten Finanzzentren einfügen]** geöffnet sind und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren einfügen]** abwickeln] **[falls die festgelegte Währung Euro ist, einfügen:** einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit sind, um die betreffende Zahlung abzuwickeln].

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Emissionsbedingungen auf Kapital schließen, soweit anwendbar, den folgenden Betrag bzw. die folgenden Beträge ein: den Rückzahlungsbetrag; den vorzeitigen Rückzahlungsbetrag; **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen**

**vorzeitig zurückzahlen, einfügen:** den Wahl-Rückzahlungsbetrag (Call);] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

## §5

### RÜCKZAHLUNG

#### (1) *Rückzahlung bei Endfälligkeit.*

Die Schuldverschreibungen werden zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag einfügen]** (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen (der "**Rückzahlungsbetrag**").

#### (2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.*

- (a) Die Emittentin kann, nachdem sie gemäß (b) gekündigt hat, alle ausstehenden Schuldverschreibungen, jedoch nicht nur einen Teil von ihnen, zu ihrem vorzeitigen Rückzahlungsbetrag (wie in Absatz (3) definiert) zurückzahlen, wenn die Emittentin infolge einer am oder nach dem **[Unterzeichnungstag von Übernahmevertrag oder Konditionenblatt einfügen]** wirksam werdenden Änderung oder Ergänzung der in dem Staat geltenden Rechtsvorschriften oder einer vor diesem Zeitpunkt nicht allgemein bekannten Anwendung oder amtlichen Auslegung solcher Rechtsvorschriften, in dem die Emittentin ihren Sitz hat, zur Zahlung zusätzlicher Beträge gemäß § 7 verpflichtet ist.
- (b) Eine solche Kündigung darf nicht später als 30 Tage und nicht früher als 90 Tage vor dem frühesten Zeitpunkt erfolgen, an dem die Emittentin erstmals Quellensteuern einbehalten oder zahlen müsste, falls eine Zahlung in Bezug auf die Schuldverschreibungen dann geleistet würde. Die Kündigung erfolgt durch Bekanntmachung gemäß § 12, ist unwiderruflich und muss den Tilgungstermin sowie in zusammenfassender Form die Tatsachen angeben, die das Kündigungsrecht begründen.]

#### **[Im Falle von nachrangigen Schuldverschreibungen einfügen:**

#### (2) *Vorzeitige Rückzahlung aus regulatorischen oder steuerlichen Gründen*

- (a) Die Schuldverschreibungen dürfen gesamt, jedoch nicht nur zum Teil zu ihrem vorzeitigen Rückzahlungsbetrag durch die Emittentin vor dem Fälligkeitstag nur nach einer unwiderruflichen Kündigungserklärung nach § 12 genügen mindestens zwei Wochen vor dem Zinszahlungstag, an dem die Rückzahlung erfolgen soll, zurückgezahlt oder zurückgekauft werden, wenn seit der Begebung der Schuldverschreibungen mindestens fünf Jahre vergangen sind, und:
  - (i) die Europäische Zentralbank, die Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) oder eine andere zuständige Behörde, die die Aufsichtsaufgaben übernommen hat, ("**zuständige Aufsichtsbehörde**") der vorzeitigen Kündigung, Rückzahlung oder dem vorzeitigen Rückkauf zugestimmt hat, und
  - (ii) die Kündigung, die Rückzahlung oder der Rückkauf nicht aufgrund von Eigenmittelvorschriften unzulässig ist. "**Eigenmittelvorschriften**" bezeichnet zu jedem Zeitpunkt die von zuständigen Institutionen der Europäischen Union, der Bundesrepublik Deutschland oder einer anderen zuständigen Behörde verabschiedeten Gesetze, Verordnungen, technischen Standards, Anforderungen, Leitlinien und Grundsätze für die Eigenkapitalausstattung und Kapitaladäquanz, die zu diesem Zeitpunkt in der Bundesrepublik Deutschland gelten und auf die Emittentin und/oder ihre Gruppe anwendbar sind.

- (b) Vor Ablauf von fünf Jahren seit Begebung der Schuldverschreibungen ist eine vollständige, jedoch nicht teilweise Kündigung, Rückzahlung oder ein Rückkauf durch die Emittentin nur zulässig, wenn die Bedingungen unter (i) und (ii) des vorhergehenden Absatzes erfüllt sind und:
- (i) sich (x) die aufsichtsrechtliche Einstufung der Schuldverschreibungen ändert was wahrscheinlich zur Folge hat, dass die Schuldverschreibungen nicht mehr als Eigenmittel anerkannt werden, (y) die zuständige Aufsichtsbehörde eine solche Änderung für ausreichend sicher hält und (z) die Emittentin der zuständigen Aufsichtsbehörde hinreichend nachgewiesen hat, dass die Änderung der regulatorischen Einordnung im Zeitpunkt der Begebung der Schuldverschreibungen nicht vorherzusehen war, oder
  - (ii) sich (x) die steuerrechtliche Behandlung der Schuldverschreibungen ändert und (y) die Emittentin der zuständigen Aufsichtsbehörde zu deren Zufriedenheit nachweist, dass es sich um eine wesentliche Änderung handelt, die im Zeitpunkt der Begebung der Schuldverschreibungen nicht vorherzusehen war und
  - (iii) eine unwiderrufliche Kündigungserklärung, die den Anforderungen des § 12 genügen muss, mindestens zwei Wochen vor dem Zinszahlungstag, an dem die Rückzahlung erfolgen soll, abgegeben worden ist.]

**[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:**

(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, **[im Falle von nachrangigen Schuldverschreibungen einfügen]**, vorausgesetzt sie hat die vorherige Zustimmung der zuständigen Aufsichtsbehörde erhalten,] nachdem sie gemäß § 5(2)[(a)][(b)] gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (*Call*) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (*Call*), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (*Call*) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen:** Eine solche Rückzahlung muss in Höhe eines Nennbetrages von **[mindestens [Mindestrückzahlungsbetrag einfügen]] [erhöhter Rückzahlungsbetrag] erfolgen.]**

Wahl-Rückzahlungstag(e) (*Call*)

**[Wahl-Rückzahlungstag(e) einfügen]**

[  
]

Wahl-Rückzahlungsbetrag/beträge (*Call*)

**[Wahl-Rückzahlungsbetrag/beträge einfügen]**

[  
]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 bekanntzugeben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
  - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
  - (iii) den Wahl-Rückzahlungstag (*Call*), der nicht weniger als **[Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist einfügen]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
  - (iv) den Wahl-Rückzahlungsbetrag (*Call*), zu dem die Schuldverschreibungen zurückgezahlt werden.

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden *Clearing Systems* ausgewählt.] **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen:** Die teilweise Rückzahlung wird in den Registern von Euroclear und CBL [nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags] wiedergegeben.]]

**[3.][4.] Vorzeitiger Rückzahlungsbetrag.**

Für die Zwecke von § 7 **[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:** und § 9] entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag zuzüglich etwaiger aufgelaufener, aber noch nicht gezahlter Zinsen.

**§6**

**DIE EMISSIONSSTELLE UND DIE ZAHLSTELLE[N]**

- (1) *Bestellung*; bezeichnete Geschäftsstelle. Die Emissionsstelle und die Zahlstelle[n] und deren jeweilige Geschäftsstelle lauten wie folgt:

Emissionsstelle: Deutsche Bank Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main

Zahlstelle[n]: **[andere Zahlstellen und bezeichnete Geschäftsstellen einfügen]**

Jede der nach diesem § 6 beauftragten Stellen behält sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung jeder der nach diesem § 6 beauftragten Stellen zu ändern oder zu beenden und entsprechend eine andere Stelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Emissionsstelle unterhalten **[im Fall von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:.]** [und] (ii) solange die Schuldverschreibungen an der **[Name der Börse einfügen]** notiert sind, eine Zahlstelle (die die Emissionsstelle sein kann) mit bezeichneter Geschäftsstelle in **[Sitz der Börse einfügen]** und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.-Dollar einfügen:** und [(iii)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, solange eine solche Zahlung dann gemäß der Rechtsordnung der Vereinigten Staaten von Amerika erlaubt ist und dabei, nach Meinung der Emittentin, nachteilige steuerliche Auswirkungen für die Emittentin nicht verursacht, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.
- (3) *Beauftragte der Emittentin.* Jede der nach diesem § 6 beauftragten Stellen handelt ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

**§7**

**STEUERN**

Alle in Bezug auf die Schuldverschreibungen zu leistenden Kapital- oder Zinszahlungen erfolgen ohne Einbehalt oder Abzug für gegenwärtige oder zukünftige Steuern oder ähnliche Abgaben gleich

welcher Art, die von oder für die Bundesrepublik Deutschland oder einer Gebietskörperschaft oder Steuerbehörde erhoben werden (zusammen "**Quellensteuern**"), es sei denn, dass ein solcher Einbehalt bzw. Abzug gesetzlich vorgeschrieben ist. Sollte dies der Fall sein, leistet die Emittentin alle derartigen zusätzlichen Beträge (die "**zusätzlichen Beträge**"), die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach Einbehalt bzw. Abzug den jeweiligen Kapital- und Zinsbeträgen entsprechen, die ohne Abzug oder Einbehalt von den Gläubigern eingenommen worden wären; die Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) auf andere Weise als durch Abzug oder Einbehalt von Zahlungen von Kapital oder Zinsen zu entrichten sind; oder
- (b) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu der Bundesrepublik Deutschland zu entrichten sind und nicht allein auf der Tatsache beruhen, dass die Zahlungen in Bezug auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen oder darin besichert sind bzw. dies für Zwecke der Besteuerung angenommen wird; oder
- (c) abzuziehen oder einzubehalten sind aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen, (ii) einem zwischenstaatlichen Vertrag oder einer zwischenstaatlichen Vereinbarung über deren Besteuerung, zu dem / der die Bundesrepublik Deutschland oder die Europäische Union Vertragspartei ist oder (iii) eine gesetzliche Vorschrift, die diese Richtlinie, die Verordnung, diesen Vertrag oder die Vereinbarung umsetzt, anerkennt oder einführt; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird; oder
- (e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können.

Ungeachtet herein enthaltener anders lautender Bestimmungen darf die Emittentin Beträge, wie von den Regeln der Abschnitte 1471 bis 1474 des U.S. Internal Revenue Code (oder geänderten oder nachfolgenden Vorschriften) verlangt, auf Grund von zwischenstaatlichen Verträgen oder Durchführungsvorschriften, die von einer anderen Rechtsordnung im Zusammenhang mit diesen Vorschriften verabschiedet wurden, oder gemäß eines Vertrags mit dem U.S. Internal Revenue Service, als Folge dessen, dass ein Gläubiger, wirtschaftlicher Eigentümer oder ein Intermediär, der kein Erfüllungsgehilfe der Emittentin ist, nicht berechtigt ist, Zahlungen ohne FATCA Einbehalt zu erhalten, einbehalten oder abziehen (FATCA Einbehalt). Die Emittentin hat keine Verpflichtung zur Zahlung von zusätzlichen Beträgen oder zu einer anderweitigen Entschädigung eines Gläubigers für solche FATCA Einbehalte, die von der Emittentin, der Zahlstelle oder einer anderen Partei abgezogen oder einbehalten werden.

Die deutsche Kapitalertragsteuer, die von einer auszahlenden Stelle einzubehalten ist, der Solidaritätszuschlag hierauf und die ggf. als Zuschlag zur Kapitalertragsteuer erhobene Kirchensteuer sind keine Quellensteuern im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären. Die die Kapitalerträge auszahlende Stelle ist i.d.R. eine inländische Zweigstelle eines deutschen oder ausländischen Kredit- oder Finanzdienstleistungsinstituts, eines inländischen Wertpapierhandelsunternehmens oder einer inländischen Wertpapierhandelsbank, das die Teilschuldverschreibungen verwahrt oder verwaltet oder deren Verwahrung durchführt und die Kapitalerträge auszahlt oder gutschreibt.

## §8

### VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

§9

**[Im Fall von nachrangigen Schuldverschreibungen einfügen:**

**Kein Kündigungsrecht der Gläubiger**

Den Gläubigern steht kein Kündigungsrecht zu.]

**[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen: KÜNDIGUNG**

- (1) Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
  - (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem die Emissionsstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
  - (c) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt; oder
  - (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet oder ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder die Bundesanstalt für Finanzdienstleistungsaufsicht die Eröffnung eines dieser Verfahren einleitet oder beantragt; oder
  - (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. per Fax oder E-Mail) in deutscher oder englischer Sprache gegenüber der Emissionsstelle zu erklären. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 13 (3) definiert) oder auf andere geeignete Weise erbracht werden.]

§10

**ERSETZUNG**

- (1) Ersetzung. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:
- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
  - (b) die Emittentin und die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten haben und berechtigt sind, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz

haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden; und
- (d) die Nachfolgeschuldnerin keine U.S. Person ist, wie sie in der gültigen Fassung des Internal Revenue Code 1986 der Vereinigten Staaten definiert ist.

**[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:]**

- (e) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des Musters der nicht nachrangigen Garantie der Emittentin hinsichtlich der nicht nachrangigen Schuldverschreibungen, die im Agency Agreement enthalten ist, entsprechen; und]

**[Im Fall von nachrangigen Schuldverschreibungen einfügen:]**

- (e) hinsichtlich der von der Nachfolgeschuldnerin bezüglich der Schuldverschreibungen übernommenen Verpflichtungen der Nachrang zu mit den Bedingungen der Schuldverschreibungen übereinstimmenden Bedingungen begründet wird und (i) die Nachfolgeschuldnerin ein Tochterunternehmen der Emittentin ist, (ii) die Nachfolgeschuldnerin eine Einlage in Höhe eines Betrages, der dem Gesamtnennbetrag der Schuldverschreibungen entspricht, bei der Emittentin vornimmt und zwar zu Bedingungen, die den Emissionsbedingungen (einschließlich hinsichtlich der Nachrangigkeit) entsprechen, und (iii) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des Musters der nachrangigen Garantie der Emittentin hinsichtlich der nachrangigen Schuldverschreibungen, das im Agency Agreement enthalten ist, entsprechen; und]
- (f) der Emissionsstelle ein oder mehrere Rechtsgutachten von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b) und (c) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.]

- (2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 12 bekannt zu machen.
- (3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

**[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:]**

In § 7 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

**[Im Fall von nachrangigen Schuldverschreibungen einfügen:]**

In § 7 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

## §11

### BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf.* **[im Fall von nachrangigen Schuldverschreibungen einfügen:** Vorbehaltlich der Regelungen in § 2 und nur falls und insoweit der Ankauf nicht aufgrund anwendbarer Eigenmittelvorschriften unzulässig ist, ist die Emittentin berechtigt]**[im Fall von nicht nachrangigen Schuldverschreibungen einfügen:** Die Emittentin ist berechtigt], Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

## §12

### MITTEILUNGEN

- (1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger **[,][und] [auf der Internetseite der Luxemburger Börse, [www.bourse.lu](http://www.bourse.lu)] [,][und] [auf der Internetseite der Emittentin]** zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen nach dem dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- (2) *Mitteilungen an das Clearing System.* Die Emittentin ist berechtigt, eine Bekanntmachung nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen, vorausgesetzt, dass in Fällen, in denen die Schuldverschreibungen an einer Börse notiert sind, die Regeln dieser Börse diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

## §13

### ÄNDERUNGEN DER EMISSIONSBEDINGUNGEN; GEMEINSAMER VERTRETER

- (1) *Änderung der Emissionsbedingungen.* Die Emittentin kann **[im Fall von nachrangigen Schuldverschreibungen einfügen:** , vorbehaltlich der Einhaltung der Anforderungen anwendbarer Gesetze und Verordnungen an die Anerkennung der Schuldverschreibungen als Ergänzungskapital,] gemäß §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") in seiner jeweils geltenden Fassung mit den Gläubigern Änderungen an den Emissionsbedingungen oder sonstige Maßnahmen vereinbaren, wenn die Gläubiger einen entsprechenden Beschluss gefasst haben. Hierbei können die Gläubiger **[im Fall von nachrangigen Schuldverschreibungen einfügen:** , vorbehaltlich der Einhaltung der Anforderungen anwendbarer Gesetze und Verordnungen an die Anerkennung der Schuldverschreibungen als Ergänzungskapital,] durch Beschluss der in Absatz 2 genannten Mehrheit insbesondere Änderungen zustimmen, welche den Charakter der Emissionsbedingungen wesentlich verändern, einschließlich der in § 5 (3) SchVG genannten Maßnahmen, aber mit Ausnahme der Ersetzung der Emittentin, welche ausschließlich den Bestimmungen von § 10 unterliegt. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.
- (2) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nr. 1 bis 9 SchVG, geändert wird, oder sonstige wesentliche Maßnahmen beschlossen werden

bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**").

- (3) *Beschlussfassung.* Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.
- (4) *Gläubigerversammlung.* Falls Beschlüsse der Gläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14 (3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Gläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.
- (6) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß § 13(4) oder die Abstimmung ohne Versammlung gemäß § 13(5) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 13(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Versammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (7) *Gemeinsamer Vertreter.* **[Im Fall, dass kein Gemeinsamer Vertreter in den Emissionsbedingungen der Schuldverschreibungen bestimmt ist, einfügen:]** Die Gläubiger können durch Mehrheitsbeschluss einen gemeinsamen Vertreter (der "**Gemeinsame Vertreter**") bestellen oder abberufen, die Pflichten, Verantwortlichkeiten und Rechte eines solchen Gemeinsamen Vertreters festlegen, die Übertragung der Rechte der Gläubiger auf den Gemeinsamen Vertreter sowie die Haftungsbegrenzung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn der Gemeinsame Vertreter ermächtigt werden soll, einer Änderung des wesentlichen Inhalts der Emissionsbedingungen oder sonstigen wesentlichen Maßnahmen gemäß § 13(2) zuzustimmen.]

**[Im Fall, dass ein Gemeinsamer Vertreter in den Emissionsbedingungen bestimmt wird, einfügen:** Der gemeinsame Vertreter (der "**Gemeinsame Vertreter**") ist **[Name einfügen]**. Der Gemeinsame Vertreter hat die Pflichten und Verantwortlichkeiten und Rechte, die ihm von Gesetzes wegen zustehen. Die Haftung des Gemeinsamen Vertreters ist auf den zehnfachen Betrag seiner jährlichen Vergütung begrenzt, es sei denn, der Gemeinsame Vertreter hat vorsätzlich oder grob fahrlässig gehandelt. Die Vorschriften des SchVG gelten im Hinblick auf die Abberufung des Gemeinsamen Vertreters und die sonstigen Rechte und Pflichten des Gemeinsamen Vertreters.]

- (8) *Veröffentlichung.* Alle Bekanntmachungen diesen § 13 betreffend erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

#### **§14**

#### **VERSCHIEDENES**

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems.

#### **§15**

#### **SPRACHE**

**[Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in deutscher Sprache abgefaßt. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in englischer Sprache abgefaßt. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefaßt.]

**[Falls die Emissionsbedingungen ausschließlich in englischer Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in englischer Sprache abgefaßt.]

**[Im Fall, dass die Schuldverschreibungen ganz oder teilweise in Deutschland öffentlich angeboten werden oder ganz oder teilweise an nicht professionelle Anleger mit Emissionsbedingungen in englischer Sprache vertrieben werden, bitte einfügen:**

Eine deutsche Übersetzung der Emissionsbedingungen wird bei der DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main, zur kostenlosen Ausgabe bereitgehalten.]

OPTION II - TERMS AND CONDITIONS OF THE FLOATING RATE NOTES (GERMAN  
LANGUAGE VERSION)  
Emissions-Bedingungen Für Variable Verzinslichen Schuldverschreibungen

§1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "Schuldverschreibungen") der DVB Bank SE (die "Emittentin") wird in **[festgelegte Währung einfügen]** (die "festgelegte Währung") im Gesamtnennbetrag **[Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich § 1 (6))]** von **[Gesamtnennbetrag einfügen]** (in Worten: **[Gesamtnennbetrag in Worten einfügen]**) in Stückelungen von **[festgelegte Stückelungen einfügen]** (die "festgelegten Stückelungen") begeben.

- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

**[Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, einfügen:**

- (3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

**[Im Fall von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, die gegen eine Dauerglobalurkunde ausgetauscht werden soll, einfügen:**

- (3) *Vorläufige Globalurkunde – Austausch.*

- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. **[Im Fall von Euroclear und CBL, und wenn die Globalurkunde eine NGN ist, einfügen: Die Einzelheiten eines solchen Austausches werden in die Aufzeichnungen der ICSD aufgenommen.]** Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

- (b) Die vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht weniger als 40 Tage und nicht mehr als 180 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Empfang durch den Emittenten von Bescheinigungen von dem relevanten Clearingsystem. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses §1 (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) zu liefern.]

- (4) *Clearing System.* Jede Dauerglobalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den

Schuldverschreibungen erfüllt sind. "**Clearing System**" bedeutet **[bei mehr als einem Clearing System einfügen: jeweils]** folgendes: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxemburg ("**CBL**") [Euroclear Bank SA/NV als Betreiberin des Euroclear Systems ("**Euroclear**") [CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**" [,] [und] **[anderes Clearing System angeben]**].

**[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, einfügen:**

**[Falls die Globalurkunde eine NGN ist, einfügen:** Die Schuldverschreibungen werden in Form einer new global note ("**NGN**") ausgegeben und von einer gemeinsamen Verwahrstelle (common safekeeper) im Namen beider ICSDs verwahrt.]]

**[Falls die Globalurkunde eine CGN ist, einfügen:** Die Schuldverschreibungen werden in Form einer classical global note ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]]

- (5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.

**[Falls die Globalurkunde eine NGN ist, einfügen:**

- (6) *Register der ICSDs.* Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind schlüssiger Nachweis über den Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.]]

**[Falls die vorläufige Globalurkunde eine NGN ist, einfügen:** Bei Austausch eines Anteils ausschließlich durch eine vorläufige Globalurkunde verbriefter Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.]]

## §2

### STATUS

**[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:**

- (1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind.
- (2) *Herabsetzung oder Umwandlung von Nennbetrag und Zinsen aufgrund einer Gläubigerbeteiligung (Regulatory Bail-in).* Neben und ungeachtet der übrigen Bestimmungen dieser Anleihebedingungen können die Schuldverschreibungen Gegenstand einer Gläubigerbeteiligung (Regulatory Bail-in) sein.

"Regulatory Bail-in" bezeichnet eine Entscheidung der zuständigen Behörde, dass der Nennbetrag der Schuldverschreibungen ganz oder teilweise herabgesetzt wird oder in ein oder mehrere Instrumente des Kernkapitals der Emittentin umgewandelt wird.]]

**[Im Fall von nachrangigen Schuldverschreibungen einfügen:]**

- (1) Die Schuldverschreibungen sollen der Emittentin als berücksichtigungsfähige Eigenmittel in der Form des Ergänzungskapitals gemäß Artikeln 63 ff. der Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rats über die Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen ("**CRR**") dienen.

Die Schuldverschreibungen begründen nicht besicherte, nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, sofern nicht anwendbare gesetzliche Vorschriften oder die Bedingungen dieser anderen Verbindlichkeiten etwas anderes vorsehen. Im Fall der Auflösung, der Liquidation oder der Insolvenz der Emittentin oder eines Vergleichs oder eines anderen der Abwendung der Insolvenz dienenden Verfahrens gegen die Emittentin gehen die Verbindlichkeiten aus den Schuldverschreibungen den Ansprüchen dritter Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten im Range vollständig nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Ansprüche dieser dritten Gläubiger der Emittentin aus nicht nachrangigen Verbindlichkeiten nicht vollständig befriedigt sind. Kein Gläubiger ist berechtigt, mit Ansprüchen aus den Schuldverschreibungen gegen Ansprüche der Emittentin aufzurechnen. Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen. Den Gläubigern wird für ihre Rechte aus den Schuldverschreibungen weder durch die Emittentin noch durch Dritte irgendeine Sicherheit oder Garantie gestellt; eine solche Sicherheit oder Garantie wird auch zu keinem späteren Zeitpunkt gestellt werden.

- (2) Nachträglich können der Nachrang gemäß § 2(1) nicht beschränkt sowie die Laufzeit der Schuldverschreibungen und jede anwendbare Kündigungsfrist nicht verkürzt werden. Werden die Schuldverschreibungen vorzeitig unter anderen als den in § 2(1) beschriebenen Umständen oder infolge einer vorzeitigen Kündigung nach Maßgabe von § 5(2) oder (3) zurückgezahlt oder von der Emittentin zurückerworben, so ist der zurückgezahlte oder gezahlte Betrag der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurück zu gewähren, sofern nicht die für die Emittentin zuständige Aufsichtsbehörde (wie in § 5(2) definiert) der vorzeitigen Rückzahlung oder dem vorzeitigen Rückkauf zugestimmt hat. Eine Kündigung oder Rückzahlung der Schuldverschreibungen nach Maßgabe von § 5 oder ein Rückkauf der Schuldverschreibungen vor Endfälligkeit ist in jedem Fall nur mit vorheriger Zustimmung der für die Emittentin zuständigen Aufsichtsbehörde zulässig.
- (3) *Herabsetzung oder Umwandlung von Nennbetrag und Zinsen aufgrund einer Gläubigerbeteiligung (Regulatory Bail-in).* Neben und ungeachtet der übrigen Bestimmungen dieser Anleihebedingungen können die Schuldverschreibungen Gegenstand einer Gläubigerbeteiligung (Regulatory Bail-in) sein.

"Regulatory Bail-in" bezeichnet eine Entscheidung der zuständigen Behörde, dass der Nennbetrag der Schuldverschreibungen ganz oder teilweise herabgesetzt wird oder in ein oder mehrere Instrumente des Kernkapitals der Emittentin umgewandelt wird.]

**§3**

**ZINSEN**

- (1) *Zinszahlungstage.*

(a) Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

- (b) "**Zinszahlungstag**" bedeutet

**[im Fall von festgelegten Zinszahlungstagen einfügen: jeder [festgelegte Zinszahlungstage einfügen].]**

**[im Fall von festgelegten Zinsperioden einfügen:** (soweit diese Emissionsbedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der **[Zahl einfügen]** **[Wochen]** **[Monate]** **[andere festgelegte Zeiträume einfügen]** nach dem vorausgehenden Zinszahlungstag liegt, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn.]

- (c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie in § 4 (4) definiert) ist, so wird der Zinszahlungstag:

**[bei Anwendung der Modified Following Business Day Konvention einfügen:** auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

**[bei Anwendung der FRN Konvention einfügen:** auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der **[Zahl einfügen]** **[Monate]** **[andere festgelegte Zeiträume einfügen]** nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

**[bei Anwendung der Following Business Day Konvention einfügen:** auf den nächstfolgenden Geschäftstag verschoben.]

**[bei Anwendung der Preceding Business Day Konvention einfügen:** auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

- (2) **Zinssatz.** **[Bei Bildschirmfeststellung einfügen:** Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der bzw. die auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (**[Brüsseler]** **[Londoner]** **[zutreffenden anderen Ort einfügen]** Ortszeit) angezeigt werden **[im Fall einer Marge einfügen:** **[zuzüglich]** **[abzüglich]** der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"Zinsperiode" bezeichnet den Zeitraum von dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den **[zweiten]** **[zutreffende andere Zahl von Tagen einfügen]** Geschäftstag (wie in § 4 (4) definiert) vor Beginn der jeweiligen Zinsperiode.

**[Im Fall einer Marge einfügen:** Die "Marge" beträgt **[relevante Marge einfügen]**% per annum.]

"Bildschirmseite" bedeutet **[Bildschirmseite einfügen]**.

Sollte der Angebotssatz in der angegebenen Zeit nicht auf der maßgeblichen Bildschirmseite zur Verfügung stehen, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im **[Londoner]** **[zutreffenden anderen Ort einfügen]** Interbanken-Markt **[in der Euro-Zone]** **[um ca. 11.00 Uhr]** (**[Brüsseler]** **[Londoner]** **[zutreffenden anderen Ort einfügen]** Ortszeit) am Zinsfestlegungstag anfordern. **["Euro-Zone"** bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die Teilnehmerstaaten der Europäischen Währungsunion sind.] Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf ein **[falls der Referenzsatz EURIBOR ist, einfügen: tausendstel Prozent auf- oder abgerundet, wobei 0,0005]** **[falls der Referenzsatz nicht EURIBOR ist, einfügen: hunderttausendstel Prozent, wobei 0,000005]** aufgerundet wird) dieser Angebotssätze **[im Fall einer Marge einfügen:** **[zuzüglich]** **[abzüglich]** der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf ein **[falls der Referenzsatz EURIBOR ist, einfügen: Tausendstel Prozent auf- oder abgerundet, wobei 0,0005] [falls der Referenzsatz nicht EURIBOR ist, einfügen: Hunderttausendstel Prozent, wobei 0,000005]** aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. 11.00 Uhr (**[Brüsseler] [Londoner] [zutreffenden anderen Ort einfügen]** Ortszeit) an dem betreffenden Zinsfestlegungstag Einlagen in der festgelegten Währung für die betreffende Zinsperiode von führenden Banken im **[Londoner] [zutreffenden anderen Ort einfügen]** Interbanken-Markt **[in der Euro-Zone]** angeboten werden **[im Fall einer Marge einfügen: [zuzüglich] [abzüglich] der Marge];** falls weniger als zwei der Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, dann soll der Zinssatz für die betreffende Zinsperiode der Angebotssatz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode oder das arithmetische Mittel (gerundet wie oben beschrieben) der Angebotssätze für Einlagen in der festgelegten Währung für die betreffende Zinsperiode sein, den bzw. die eine oder mehrere Banken (die nach Ansicht der Berechnungsstelle und der Emittentin für diesen Zweck geeignet sind) der Berechnungsstelle als Sätze bekannt geben, die sie an dem betreffenden Zinsfestlegungstag gegenüber führenden Banken am **[Londoner] [zutreffenden anderen Ort einfügen]** Interbanken-Markt nennen **[in der Euro-Zone]** (bzw. den diese Banken gegenüber der Berechnungsstelle nennen) **[im Fall einer Marge einfügen: [zuzüglich] [abzüglich] der Marge].** Für den Fall, dass der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, am letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde **[im Fall einer Marge einfügen: [zuzüglich] [abzüglich] der Marge** (wobei jedoch, falls für die relevante Zinsperiode eine andere Marge als für die unmittelbar vorhergehende Zinsperiode gilt, die relevante Marge an die Stelle der Marge für die vorhergehende Zinsperiode tritt)].

**"Referenzbanken"** sind diejenigen Niederlassungen **[im Fall von EURIBOR einfügen: von mindestens fünf]** derjenigen Banken, deren Angebotssätze zuletzt zur Ermittlung des maßgeblichen Angebotssatzes benutzt wurden, als nicht weniger als drei solcher Angebotssätze angezeigt wurden] **[Falls in den endgültigen Konditionen andere Referenzbanken bestimmt werden, sind sie hier einzufügen].**

- (3) *Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Zinsbetrag (der **"Zinsbetrag"**) für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf den Gesamtnennbetrag der Schuldverschreibungen angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.
- (4) *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der relevante Zinszahlungstag der Emittentin und jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, der Zahlstelle, sowie den Gläubigern gemäß § 12 baldmöglichst, aber keinesfalls später als zu Beginn der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepaßt (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind, der Zahlstelle, sowie den Gläubigern gemäß § 12 mitgeteilt.
- (5) *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Emissionsstelle **[, die Zahlstelle(n)]** und die Gläubiger bindend.

- (6) *Auflaufende Zinsen.* Wenn die Emittentin eine fällige Zahlung auf die Schuldverschreibungen aus irgendeinem Grund nicht leistet, wird der ausstehende Betrag von dem Fälligkeitstag (einschließlich) bis zum Tag der vollständigen Zahlung an die Gläubiger (ausschließlich) mit dem gesetzlich bestimmten Verzugszins verzinst.
- (7) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).
- (8) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

[Im Falle von **Actual/365** oder **Actual/Actual (ISDA)** einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes, dividiert durch 366, und (B) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums, dividiert durch 365).]

[Im Falle von **Actual/365 (Fixed)** einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

[Im Falle von **Actual/360** einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

#### §4

#### ZAHLUNGEN

- (1)
  - (a) *Zahlungen auf Kapital.* Zahlungen von Kapital auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.
  - (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. [Im Falle von **Zinszahlungen auf eine vorläufige Globalurkunde** einfügen: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 4(b).] Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.
- (2) *Zahlungsweise und Erfüllung.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung. Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (3) *Vereinigte Staaten.* "**Vereinigte Staaten**" sind die Vereinigten Staaten von Amerika wie in Abschnitt 2 des Securities Act von 1933 definiert.
- (4) *Geschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen auf Grund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Geschäftstag**" [falls die festgelegte Währung nicht Euro ist, einfügen: einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für

Geschäfte in **[sämtliche relevanten Finanzzentren einfügen]** geöffnet sind und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren einfügen]** abwickeln] **[falls die festgelegte Währung Euro ist, einfügen:** einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit sind, um die betreffende Zahlung abzuwickeln].

- (5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Emissionsbedingungen auf Kapital schließen, soweit anwendbar, den folgenden Betrag bzw. die folgenden Beträge ein: den Rückzahlungsbetrag; den vorzeitigen Rückzahlungsbetrag; **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen:** den Wahl-Rückzahlungsbetrag (*Call*);] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

## §5

### RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.*

Die Schuldverschreibungen werden zu ihrem Rückzahlungsbetrag am in den **[Rückzahlungsmonat einfügen]** fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen (der "**Rückzahlungsbetrag**").

**[Im Falle von nicht nachrangigen Schuldverschreibungen einfügen:**

- (2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.*

- (a) Die Emittentin kann, nachdem sie gemäß (b) gekündigt hat, alle ausstehenden Schuldverschreibungen, jedoch nicht nur einen Teil von ihnen, zu ihrem vorzeitigen Rückzahlungsbetrag (wie in Absatz (3) definiert) zurückzahlen, wenn die Emittentin infolge einer am oder nach dem **[Unterzeichnungstag von Übernahmevertrag oder Konditionenblatt einfügen]** wirksam werdenden Änderung oder Ergänzung der in dem Staat geltenden Rechtsvorschriften oder einer vor diesem Zeitpunkt nicht allgemein bekannten Anwendung oder amtlichen Auslegung solcher Rechtsvorschriften, in dem die Emittentin ihren Sitz hat, zur Zahlung zusätzlicher Beträge gemäß § 7 (*Steuern*) verpflichtet ist.
- (b) Eine solche Kündigung darf nicht später als 30 Tage und nicht früher als 90 Tage vor dem frühesten Zeitpunkt erfolgen, an dem die Emittentin erstmals Quellensteuern einbehalten oder zahlen müsste, falls eine Zahlung in Bezug auf die Schuldverschreibungen dann geleistet würde. Die Kündigung erfolgt durch Bekanntmachung gemäß § 12, ist unwiderruflich und muss den Tilgungstermin sowie in zusammenfassender Form die Tatsachen angeben, die das Kündigungsrecht begründen.]

**[Im Falle von nachrangigen Schuldverschreibungen einfügen:**

- (2) *Vorzeitige Rückzahlung aus regulatorischen oder steuerlichen Gründen*

- (a) Die Schuldverschreibungen dürfen gesamt, jedoch nicht nur zum Teil zu ihrem vorzeitigen Rückzahlungsbetrag durch die Emittentin vor dem Fälligkeitstag nur nach einer unwiderruflichen Kündigungserklärung nach § 12 genügen mindestens zwei Wochen vor dem Zinszahlungstag, an dem die Rückzahlung erfolgen soll, zurückgezahlt oder zurückgekauft werden, wenn seit der Begebung der Schuldverschreibungen mindestens fünf Jahre vergangen sind, und:
- (i) die Europäische Zentralbank, die Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) oder eine andere zuständige Behörde, die die Aufsichtsaufgaben übernommen hat, ("**zuständige**

**Aufsichtsbehörde")** der vorzeitigen Kündigung, Rückzahlung oder dem vorzeitigen Rückkauf zugestimmt hat, und

- (ii) die Kündigung, die Rückzahlung oder der Rückkauf nicht aufgrund von Eigenmittelvorschriften unzulässig ist. **"Eigenmittelvorschriften"** bezeichnet zu jedem Zeitpunkt die von zuständigen Institutionen der Europäischen Union, der Bundesrepublik Deutschland oder einer anderen zuständigen Behörde verabschiedeten Gesetze, Verordnungen, technischen Standards, Anforderungen, Leitlinien und Grundsätze für die Eigenkapitalausstattung und Kapitaladäquanz, die zu diesem Zeitpunkt in der Bundesrepublik Deutschland gelten und auf die Emittentin und/oder ihre Gruppe anwendbar sind.
- (b) Vor Ablauf von fünf Jahren seit Begebung der Schuldverschreibungen ist eine vollständige, jedoch nicht teilweise Kündigung, Rückzahlung oder ein Rückkauf durch die Emittentin nur zulässig, wenn die Bedingungen unter (i) und (ii) des vorhergehenden Absatzes erfüllt sind und:
  - (i) sich (x) die aufsichtsrechtliche Einstufung der Schuldverschreibungen ändert was wahrscheinlich zur Folge hat, dass die Schuldverschreibungen nicht mehr als Eigenmittel anerkannt werden, (y) die zuständige Aufsichtsbehörde eine solche Änderung für ausreichend sicher hält und (z) die Emittentin der zuständigen Aufsichtsbehörde hinreichend nachgewiesen hat, dass die Änderung der regulatorischen Einordnung im Zeitpunkt der Begebung der Schuldverschreibungen nicht vorherzusehen war, oder
  - (ii) sich (x) die steuerrechtliche Behandlung der Schuldverschreibungen ändert und (y) die Emittentin der zuständigen Aufsichtsbehörde zu deren Zufriedenheit nachweist, dass es sich um eine wesentliche Änderung handelt, die im Zeitpunkt der Begebung der Schuldverschreibungen nicht vorherzusehen war und
  - (iii) eine unwiderrufliche Kündigungserklärung, die den Anforderungen des § 12 genügen muss, mindestens zwei Wochen vor dem Zinszahlungstag, an dem die Rückzahlung erfolgen soll, abgegeben worden ist.]

**[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:**

(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, **[im Falle von nachrangigen Schuldverschreibungen einfügen:** , vorausgesetzt sie hat die vorherige Zustimmung der zuständigen Aufsichtsbehörde erhalten,] nachdem sie gemäß § 5(2)[(a)][(b)]gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (*Call*) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (*Call*), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (*Call*) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen:** Eine solche Rückzahlung muss in Höhe eines Nennbetrages von [mindestens **[Mindestrückzahlungsbetrag einfügen]]** **[erhöhter Rückzahlungsbetrag]** erfolgen.]

Wahl-Rückzahlungstag(e) (*Call*)

**[Wahl-Rückzahlungstag(e) einfügen]**

[  
]

Wahl-Rückzahlungsbetrag/beträge (*Call*)

**[Wahl-Rückzahlungsbetrag/beträge einfügen]**

[  
]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 bekanntzugeben. Sie beinhaltet die folgenden Angaben:
  - (i) die zurückzuzahlende Serie von Schuldverschreibungen;

- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
  - (iii) den Wahl-Rückzahlungstag (*Call*), der nicht weniger als **[Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist einfügen]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
  - (iv) den Wahl-Rückzahlungsbetrag (*Call*), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden *Clearing Systems* ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen:]** Die teilweise Rückzahlung wird in den Registern von Euroclear und CBL [nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags] wiedergegeben.]]

**[3.][4.] Vorzeitiger Rückzahlungsbetrag.**

Für die Zwecke von § 7 **[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:]** und § 9] entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag zuzüglich etwaiger aufgelaufener, aber noch nicht gezahlter Zinsen.

**§6**

**DIE EMISSIONSSTELLE[,] [UND] DIE ZAHLSTELLE[N] [UND DIE BERECHNUNGSSTELLE]**

- (1) *Bestellung; bezeichnete Geschäftsstelle.* Die Emissionsstelle [,] [und] die Zahlstelle[n] [und die Berechnungsstelle] und deren jeweilige Geschäftsstelle lauten wie folgt:

Emissionsstelle: Deutsche Bank Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main

Zahlstelle[n]: **[andere Zahlstellen und bezeichnete Geschäftsstellen einfügen]**

[Berechnungsstelle: **[im Fall von Euribor variabel verzinslichen Schuldverschreibungen einfügen:]**

[Deutsche Bank Aktiengesellschaft  
Trust & Securities Services  
Taunusanlage 12  
D-60325 Frankfurt am Main]

**[gegebenenfalls andere Berechnungsstelle einfügen]]**

Jede der nach diesem § 6 beauftragten Stellen behält sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung jeder der nach diesem § 6 beauftragten Stellen zu ändern oder zu beenden und entsprechend eine andere Stelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Emissionsstelle unterhalten **[im Fall von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:]** [,] [und] (ii) solange die Schuldverschreibungen an der **[Name der Börse einfügen]** notiert sind, eine Zahlstelle (die die Emissionsstelle sein kann) mit bezeichneter Geschäftsstelle in **[Sitz der Börse einfügen]** und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.-Dollar einfügen:]** [,] [und] [(iii)] falls Zahlungen bei den oder durch die Geschäftsstellen aller

Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, solange eine solche Zahlung dann gemäß der Rechtsordnung der Vereinigten Staaten von Amerika erlaubt ist und dabei, nach Meinung der Emittentin, nachteilige steuerliche Auswirkungen für die Emittentin nicht verursacht, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] **[falls eine Berechnungsstelle bestellt werden soll, einfügen:[,] [und] [(iv)] eine Berechnungsstelle [falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen: mit bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]]** unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

- (3) *Beauftragte der Emittentin.* Jede der nach diesem § 6 beauftragten Stellen handelt ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

## §7

### STEUERN

Alle in Bezug auf die Schuldverschreibungen zu leistenden Kapital- oder Zinszahlungen erfolgen ohne Einbehalt oder Abzug für gegenwärtige oder zukünftige Steuern oder ähnliche Abgaben gleich welcher Art, die von oder für die Bundesrepublik Deutschland oder einer Gebietskörperschaft oder Steuerbehörde erhoben werden (zusammen "**Quellensteuern**"), es sei denn, dass ein solcher Einbehalt bzw. Abzug gesetzlich vorgeschrieben ist. Sollte dies der Fall sein, leistet die Emittentin alle derartigen zusätzlichen Beträge (die "**zusätzlichen Beträge**"), die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach Einbehalt bzw. Abzug den jeweiligen Kapital- und Zinsbeträgen entsprechen, die ohne Abzug oder Einbehalt von den Gläubigern eingenommen worden wären; die Verpflichtung zur Zahlung solcher zusätzlichen Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) auf andere Weise als durch Abzug oder Einbehalt von Zahlungen von Kapital oder Zinsen zu entrichten sind; oder
- (b) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu der Bundesrepublik Deutschland zu entrichten sind und nicht allein auf der Tatsache beruhen, dass die Zahlungen in Bezug auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen oder darin besichert sind bzw. dies für Zwecke der Besteuerung angenommen wird; oder
- (c) abzuziehen oder einzubehalten sind aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen, (ii) einem zwischenstaatlichen Vertrag oder einer zwischenstaatlichen Vereinbarung über deren Besteuerung, zu dem / der die Bundesrepublik Deutschland oder die Europäische Union Vertragspartei ist oder (iii) eine gesetzliche Vorschrift, die diese Richtlinie, die Verordnung, diesen Vertrag oder die Vereinbarung umsetzt, anerkennt oder einführt; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird; oder
- (e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können.

Ungeachtet herein enthaltener anders lautender Bestimmungen darf die Emittentin Beträge, wie von den Regeln der Abschnitte 1471 bis 1474 des U.S. Internal Revenue Code (oder geänderten oder nachfolgenden Vorschriften) verlangt, auf Grund von zwischenstaatlichen Verträgen oder Durchführungsvorschriften, die von einer anderen Rechtsordnung im Zusammenhang mit diesen Vorschriften verabschiedet wurden, oder gemäß eines Vertrags mit dem U.S. Internal Revenue Service, als Folge dessen, dass ein Gläubiger, wirtschaftlicher Eigentümer oder ein Intermediär, der

kein Erfüllungsgehilfe der Emittentin ist, nicht berechtigt ist, Zahlungen ohne FATCA Einbehalt zu erhalten, einbehalten oder abziehen (FATCA Einbehalt). Die Emittentin hat keine Verpflichtung zur Zahlung von zusätzlichen Beträgen oder zu einer anderweitigen Entschädigung eines Gläubigers für solche FATCA Einbehalte, die von der Emittentin, der Zahlstelle oder einer anderen Partei abgezogen oder einbehalten werden.

Die deutsche Kapitalertragsteuer, die von einer auszahlenden Stelle einzubehalten ist, der Solidaritätszuschlag hierauf und die ggf. als Zuschlag zur Kapitalertragsteuer erhobene Kirchensteuer sind keine Quellensteuern im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären. Die die Kapitalerträge auszahlende Stelle ist i.d.R. eine inländische Zweigstelle eines deutschen oder ausländischen Kredit- oder Finanzdienstleistungsinstituts, eines inländischen Wertpapierhandelsunternehmens oder einer inländischen Wertpapierhandelsbank, das die Teilschuldverschreibungen verwahrt oder verwaltet oder deren Verwahrung durchführt und die Kapitalerträge auszahlt oder gutschreibt.

## **§8**

### **VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre abgekürzt.

## **§9**

### **[Im Fall von nachrangigen Schuldverschreibungen einfügen:**

#### **Kein Kündigungsrecht der Gläubiger**

Den Gläubigern steht kein Kündigungsrecht zu.]

### **[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen: KÜNDIGUNG**

- (1) Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortigen Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
  - (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
  - (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort dauert, nachdem die Emissionsstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
  - (c) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt; oder
  - (d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet oder ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder die Bundesanstalt für Finanzdienstleistungsaufsicht die Eröffnung eines dieser Verfahren einleitet oder beantragt; oder
  - (e) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. per Fax oder E-Mail) in deutscher oder englischer Sprache gegenüber der Emissionsstelle zu erklären. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt

der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 13 (3) definiert) oder auf andere geeignete Weise erbracht werden.]

## §10

### ERSETZUNG

- (1) Ersetzung. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:
- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
  - (b) die Emittentin und die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten haben und berechtigt sind, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
  - (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden; und
  - (d) die Nachfolgeschuldnerin keine U.S. Person ist, wie sie in der gültigen Fassung des Internal Revenue Code 1986 der Vereinigten Staaten definiert ist.

#### [Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:]

- (e) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des Musters der nicht nachrangigen Garantie der Emittentin hinsichtlich der nicht nachrangigen Schuldverschreibungen, das im *Agency Agreement* enthalten ist, entsprechen; und]

#### [Im Fall von nachrangigen Schuldverschreibungen einfügen:]

- (e) hinsichtlich der von der Nachfolgeschuldnerin bezüglich der Schuldverschreibungen übernommenen Verpflichtungen der Nachrang zu mit den Bedingungen der Schuldverschreibungen übereinstimmenden Bedingungen begründet wird und (i) die Nachfolgeschuldnerin ein Tochterunternehmen der Emittentin ist, (ii) die Nachfolgeschuldnerin eine Einlage in Höhe eines Betrages, der dem Gesamtnennbetrag der Schuldverschreibungen entspricht, bei der Emittentin vornimmt und zwar zu Bedingungen, die den Emissionsbedingungen (einschließlich hinsichtlich der Nachrangigkeit) entsprechen, und (iii) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen des Musters der nachrangigen Garantie der Emittentin hinsichtlich der nachrangigen Schuldverschreibungen, das im *Agency Agreement* enthalten ist, entsprechen; und]
- (f) der Emissionsstelle ein oder mehrere Rechtsgutachten von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b) und (c) erfüllt wurden.

Für die Zwecke dieses §10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

- (2) *Bekanntmachung*. Jede Ersetzung ist gemäß §12 bekannt zu machen.

- (3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

**[Im Fall von nicht nachrangigen Schuldverschreibungen einfügen:]**

In §7 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

**[Im Fall von nachrangigen Schuldverschreibungen einfügen:]**

In §7 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

**§11**

**BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG**

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf.* **[im Fall von nachrangigen Schuldverschreibungen einfügen:]** Vorbehaltlich der Regelungen in § 2 und nur falls und insoweit der Ankauf nicht aufgrund anwendbarer Eigenmittelvorschriften unzulässig ist, ist die Emittentin berechtigt **[im Fall von nicht nachrangigen Schuldverschreibungen einfügen:]** Die Emittentin ist berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

**§12**

**MITTEILUNGEN**

- (1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger **[,][und]** **[auf der Internetseite der Luxemburger Börse, [www.bourse.lu](http://www.bourse.lu)][,][und]** **[auf der Internetseite der Emittentin]** zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen nach dem dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- (2) *Mitteilungen an das Clearing System.* Die Emittentin ist berechtigt, eine Bekanntmachung nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen, vorausgesetzt, dass in Fällen, in denen die Schuldverschreibungen an einer Börse notiert sind, die Regeln dieser Börse diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

**§13**

**ÄNDERUNGEN DER EMISSIONSBEDINGUNGEN; GEMEINSAMER VERTRETER**

- (1) *Änderung der Emissionsbedingungen.* Die Emittentin kann **[im Fall von nachrangigen Schuldverschreibungen einfügen:]**, vorbehaltlich der Einhaltung der Anforderungen anwendbarer Gesetze und Verordnungen an die Anerkennung der Schuldverschreibungen

als Ergänzungskapital,] gemäß §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") in seiner jeweils geltenden Fassung mit den Gläubigern Änderungen an den Emissionsbedingungen oder sonstige Maßnahmen vereinbaren, wenn die Gläubiger einen entsprechenden Beschluss gefasst haben. Die Emittentin kann **[im Fall von nachrangigen Schuldverschreibungen einfügen:** , vorbehaltlich der Einhaltung der Anforderungen anwendbarer Gesetze und Verordnungen an die Anerkennung der Schuldverschreibungen als Ergänzungskapital,] gemäß §§ 5 ff. durch Beschluss der in Absatz 2 genannten Mehrheit insbesondere Änderungen zustimmen, welche den Charakter der Emissionsbedingungen wesentlich verändern, einschließlich der in § 5 (3) SchVG genannten Maßnahmen, aber mit Ausnahme der Ersetzung der Emittentin, welche ausschließlich den Bestimmungen von § 10 unterliegt. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.

- (2) *Mehrheitserfordernisse.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nr. 1 bis 9 SchVG, geändert wird, oder sonstige wesentliche Maßnahmen beschlossen werden bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine "**Qualifizierte Mehrheit**").
- (3) *Beschlussfassung.* Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen.
- (4) *Gläubigerversammlung.* Falls Beschlüsse der Gläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14 (3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Gläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 14(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.
- (6) *Zweite Versammlung.* Wird für die Gläubigerversammlung gemäß § 13(4) oder die Abstimmung ohne Versammlung gemäß § 13(5) die mangelnde Beschlussfähigkeit festgestellt, kann – im Fall der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Fall der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung

durch einen in Textform erstellten besonderen Nachweis einer Depotbank gemäß § 13(3)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Versammlung (einschließlich) nicht übertragbar sind, nachweisen.

- (7) *Gemeinsamer Vertreter.* [Im Fall, dass kein Gemeinsamer Vertreter in den Emissionsbedingungen der Schuldverschreibungen bestimmt ist, einfügen: Die Gläubiger können durch Mehrheitsbeschluss einen gemeinsamen Vertreter (der "**Gemeinsame Vertreter**") bestellen oder abberufen, die Pflichten, Verantwortlichkeiten und Rechte eines solchen Gemeinsamen Vertreters festlegen, die Übertragung der Rechte der Gläubiger auf den Gemeinsamen Vertreter sowie die Haftungsbegrenzung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn der Gemeinsame Vertreter ermächtigt werden soll, einer Änderung des wesentlichen Inhalts der Emissionsbedingungen oder sonstigen wesentlichen Maßnahmen gemäß § 13(2) zuzustimmen.]

**[Im Fall, dass ein Gemeinsamer Vertreter in den Emissionsbedingungen bestimmt wird, einfügen:** Der gemeinsame Vertreter (der "**Gemeinsame Vertreter**") ist **[Name einfügen]**. Der Gemeinsame Vertreter hat die Pflichten und Verantwortlichkeiten und Rechte, die ihm von Gesetzes wegen zustehen. Die Haftung des Gemeinsamen Vertreters ist auf den zehnfachen Betrag seiner jährlichen Vergütung begrenzt, es sei denn, der Gemeinsame Vertreter hat vorsätzlich oder grob fahrlässig gehandelt. Die Vorschriften des SchVG gelten im Hinblick auf die Abberufung des Gemeinsamen Vertreters und die sonstigen Rechte und Pflichten des Gemeinsamen Vertreters.]

- (8) *Veröffentlichung.* Alle Bekanntmachungen diesen § 13 betreffend erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

#### §14

#### VERSCHIEDENES

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems.

**§15**

**SPRACHE**

**[Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in deutscher Sprache abgefaßt. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in englischer Sprache abgefaßt. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefaßt.]

**[Falls die Emissionsbedingungen ausschließlich in englischer Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in englischer Sprache abgefaßt.]

**[Im Fall, dass die Schuldverschreibungen ganz oder teilweise in Deutschland öffentlich angeboten werden oder ganz oder teilweise an nicht professionelle Anleger mit Emissionsbedingungen in englischer Sprache vertrieben werden, bitte einfügen:**

Eine deutsche Übersetzung der Emissionsbedingungen wird bei der DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main, zur kostenlosen Ausgabe bereitgehalten.]

OPTION III - TERMS AND CONDITIONS OF THE FIXED RATE PFANDBRIEFE (GERMAN  
LANGUAGE VERSION)  
Emissions-Bedingungen Für Festverzinsliche Pfandbriefe

§1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie von [Schiffspfandbriefen][Flugzeugpfandbriefen] (die "Pfandbriefe") der DVB Bank SE (die "Emittentin") wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich §1(6))] von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in Stückelungen von je [festgelegte Stückelungen einfügen] (die "festgelegten Stückelungen") begeben.
- (2) *Form.* Die Pfandbriefe lauten auf den Inhaber.

[Im Fall von Pfandbriefen, die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

- (3) *Dauerglobalurkunde.* Die Pfandbriefe sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen und trägt die eigenhändige Unterschrift [Falls die Globalurkunde eine NGN ist, einfügen: eines bevollmächtigten Vertreters des gemeinsamen Wertpapierverwahrers (*common safekeeper*) und] des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Im Fall von Pfandbriefen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, die gegen eine Dauerglobalurkunde ausgetauscht werden soll, einfügen:

- (3). *Vorläufige Globalurkunde – Austausch.*
- (a) Die Pfandbriefe sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Pfandbriefe in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. [Im Fall von Euroclear und CBL, und wenn die Globalurkunde eine NGN ist, einfügen: Die Einzelheiten eines solchen Austausches werden in die Aufzeichnungen der ICSD aufgenommen.] Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen und tragen jeweils die eigenhändige Unterschrift [Falls die Globalurkunde eine NGN ist, einfügen: eines bevollmächtigten Vertreters des gemeinsamen Wertpapierverwahrers (*common safekeeper*) und] des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht weniger als 40 Tage und nicht mehr als 180 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Pfandbriefe keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Pfandbriefe über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Pfandbriefe erfolgen erst nach Empfang durch den Emittenten von Bescheinigungen des relevanten Clearingsystems. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses §1(3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) zu liefern.]

- (4) *Clearing System.* Jede Dauerglobalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Pfandbriefen erfüllt sind. "**Clearing System**" bedeutet **[bei mehr als einem Clearing System einfügen: jeweils]** folgendes: **[Clearstream Banking AG, Frankfurt am Main ("CBF")]** **[Clearstream Banking société anonyme, Luxemburg ("CBL")]** **[Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("Euroclear")]** **[Falls die Globalurkunde eine NGN ist, einfügen: CBL und Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")]** **[.]** **[und]** **[anderes Clearing System angeben].**

**[Falls die Globalurkunde eine NGN ist, einfügen:** Die Pfandbriefe werden in Form einer new global note ("**NGN**") ausgegeben und von einem gemeinsamen Wertpapierverwahrer (common safekeeper) im Namen beider ICSDs verwahrt.**]**

**[Falls die Globalurkunde eine CGN ist, einfügen:** Die Pfandbriefe werden in Form einer classical global note ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen des Clearing System verwahrt.**]**

- (5) *Gläubiger von Pfandbriefen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Pfandbriefen, welcher bzw. welches gemäß anwendbarem Recht und den Bestimmungen und Regeln des Clearing Systems übertragen werden kann.

**[Falls die Globalurkunde eine NGN ist, einfügen:**

- (6) *Register der ICSDs.* Der Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Pfandbriefen führt) sind schlüssiger Nachweis über den Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Pfandbriefe ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Pfandbriefe bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Pfandbriefe stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Pfandbriefe der Gesamtnennbetrag der zurückgezahlten bzw. gekauften und entwerteten Pfandbriefe bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.**]**

**[Falls die vorläufige Globalurkunde eine NGN ist, einfügen:** Bei Austausch eines Anteils ausschließlich durch eine vorläufige Globalurkunde verbriefter Pfandbriefe wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs eingetragen werden.**]**

## §2

### STATUS

*Status.* Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus etwaigen anderen Pfandbriefen und etwaigen Verpflichtungen der Emittentin aus als Deckung verwendeten Derivatgeschäften, wie in § 4 Absatz 3 Pfandbriefgesetz beschrieben.

## §3

### ZINSEN

- (1) *Zinssatz und Zinszahlungstage.* Die Pfandbriefe werden bezogen auf ihren Nennbetrag verzinst, und zwar vom **[Verzinsungsbeginn einfügen]** (einschließlich) bis zum Fälligkeitstag (wie in § 5(1) definiert) (ausschließlich) mit jährlich **[Zinssatz einfügen]**%. Die Zinsen sind nachträglich am **[Festzinstermine) einfügen]** eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am **[ersten Zinszahlungstag]**

**einfügen] [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist einfügen: und beläuft sich auf [anfänglichen Bruchteilszinsbetrag pro erste festgelegte Stückelung einfügen] je Pfandbrief im Nennbetrag von [erste festgelegte Stückelung einfügen] [und [weitere anfängliche Bruchteilszinsbeträge für jede weitere festgelegte Stückelung einfügen] je Pfandbrief im Nennbetrag von [weitere festgelegte Stückelungen einfügen]].] [Sofern der Fälligkeitstag kein Festzinsternin ist einfügen: Die Zinsen für den Zeitraum vom [den letzten dem Fälligkeitstag vorausgehenden Festzinsternin einfügen] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließenden Bruchteilszinsbetrag pro erste festgelegte Stückelung einfügen] je Pfandbrief im Nennbetrag von [erste festgelegte Stückelung einfügen] und [weitere abschließende Bruchteilszinsbeträge für jede weitere festgelegte Stückelung einfügen] je Pfandbrief im Nennbetrag von [weitere festgelegte Stückelungen einfügen].]**

- (2) *Geschäftstagskonvention.* Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie in § 4(4) definiert) ist, dann hat der Gläubiger **[bei Anwendbarkeit der Following Business Day Konvention einfügen: keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort[.]] [bei Anwendbarkeit der Modified Following Business Day Konvention einfügen: keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort, es sei denn, der Zinszahlungstag würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen[.]] [Wenn der Zinszahlungstag keiner Anpassung nach einer Geschäftstagskonvention unterliegt, einfügen: und ist, je nach vorliegender Situation, weder berechtigt, weitere Zinsen oder sonstige Zahlungen auf Grund der Verschiebung zu verlangen noch muss er auf Grund der Verschiebung eine Kürzung der Zinsen hinnehmen.] [Wenn der Zinszahlungstag einer Anpassung nach der Modified Following Business Day Konvention oder der Following Business Day Konvention unterliegt, einfügen: Ungeachtet des § 3(1) hat der Gläubiger Anspruch auf weitere Zinszahlung für jeden zusätzlichen Tag, um den der Zinszahlungstag aufgrund der in diesem § 3(2) geschilderten Regelungen nach hinten verschoben wird. [Wenn der Zinszahlungstag einer Anpassung nach der Modified Following Business Day Konvention unterliegt, einfügen: Für den Fall jedoch, in dem der Zinszahlungstag im Einklang mit den in diesem § 3(2) auf den unmittelbar vorhergehenden Geschäftstag vorgezogen wird, hat der Gläubiger nur Anspruch auf Zinsen bis zum tatsächlichen Zinszahlungstag, nicht jedoch bis zum in § 3(1) festgelegten Zinszahlungstag.]**
- (3) *Auflaufende Zinsen.* Wenn die Emittentin eine fällige Zahlung auf die Pfandbriefe aus irgend einem Grund nicht leistet, wird der ausstehende Betrag von dem Fälligkeitstag (einschließlich) bis zum Tag der vollständigen Zahlung an die Gläubiger (ausschließlich) mit dem gesetzlich bestimmten Verzugszins verzinst.
- (4) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).
- (5) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf einen Pfandbrief für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

**[Im Falle von Actual/Actual (ICMA Regelung 251) einfügen:**

Wenn (a) der Zinsberechnungszeitraum kürzer oder gleich der Feststellungsperiode ist, in die er fällt, die Anzahl der Tage im Zinsberechnungszeitraum geteilt durch das Produkt aus (x) der Anzahl der Tage in dieser Feststellungsperiode und (y) der Anzahl der Feststellungsperioden die normalerweise in einem Jahr enden würden; und wenn (b) der Zinsberechnungszeitraum länger ist als eine Feststellungsperiode, die Summe aus:

- (A) die Anzahl der Tage des Zinsberechnungszeitraumes, der in die Feststellungsperiode fällt, in welcher er beginnt, geteilt durch das Produkt aus (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) die Anzahl der Feststellungsperioden die normalerweise in einem Jahr enden würden; und
- (B) die Anzahl der Tage des Zinsberechnungszeitraumes, der in die nächstfolgende Feststellungsperiode fällt, geteilt durch das Produkt aus (1) der Anzahl der Tage in

dieser Feststellungsperiode und (2) der Anzahl der Feststellungsperioden die normalerweise in einem Jahr enden würden.

**"Feststellungsperiode"** bedeutet der Zeitraum von und einschließlich einem Feststellungstag in einem Jahr bis zu, aber ausschließlich, dem nächstfolgenden Feststellungstag und

**"Feststellungstag"** bedeutet **[Feststellungstag(e) einfügen]** eines jeden Jahres.]

**[Im Falle von 30/360, 360/360 oder Bond Basis einfügen:** die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

**[Im Falle von 30E/360 oder Eurobond Basis einfügen:** die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt).]

#### §4

#### ZAHLUNGEN

(1)

- (a) *Zahlungen auf Kapital.* Zahlungen von Kapital auf die Pfandbriefe erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Pfandbriefe erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. **[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde einfügen:** Die Zahlung von Zinsen auf Pfandbriefe, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).] Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.

- (2) *Zahlungsweise und Erfüllung.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen erfolgen zu leistende Zahlungen auf die Pfandbriefe in der festgelegten Währung. Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (3) *Vereinigte Staaten.* **"Vereinigte Staaten"** sind die Vereinigten Staaten von Amerika wie in Abschnitt 2 des Securities Act von 1933 definiert.
- (4) *Geschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf einen Pfandbrief auf einen Tag, der kein Geschäftstag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen auf Grund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet **"Geschäftstag"** **[falls die festgelegte Währung nicht Euro ist, einfügen:** einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in **[sämtliche relevanten**

**Finanzzentren einfügen]** geöffnet sind und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren einfügen]** abwickeln] **[falls die festgelegte Währung Euro ist, einfügen:** einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des *Trans-European Automated Real-time Gross Settlement Express Transfer System* (TARGET2) betriebsbereit sind, um die betreffende Zahlung abzuwickeln].

- (5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Emissionsbedingungen auf Kapital schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag; **[falls die Emittentin das Wahlrecht hat, die Pfandbriefe vorzeitig zurückzuzahlen, einfügen:** den Wahl-Rückzahlungsbetrag (*Call*);] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Pfandbriefe zahlbaren Beträge.

## §5

### RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.*

Die Pfandbriefe werden zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag einfügen]** (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jeden Pfandbrief entspricht seinem Nennbetrag (der "**Rückzahlungsbetrag**").

**[Falls die Emittentin das Wahlrecht hat, die Pfandbriefe vorzeitig zurückzuzahlen, einfügen:**

- (2) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß § 5(2)(b) gekündigt hat, die Pfandbriefe insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (*Call*) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (*Call*), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (*Call*) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen:** Eine solche Rückzahlung muss in Höhe eines Nennbetrages von [mindestens **[Mindestrückzahlungsbetrag einfügen]]** **[erhöhter Rückzahlungsbetrag]** erfolgen.]

Wahl-Rückzahlungstag(e) (*Call*)

**[Wahl-Rückzahlungstag(e) einfügen]**

[  
]

Wahl-Rückzahlungsbetrag/beträge

**[Wahl-Rückzahlungsbetrag/beträge einfügen]**

[  
]

- (b) Die Kündigung ist den Gläubigern der Pfandbriefe durch die Emittentin gemäß § 10 bekanntzugeben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzuzahlende Serie von Pfandbriefen;
  - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Pfandbriefe;
  - (iii) den Wahl-Rückzahlungstag (*Call*), der nicht weniger als **[Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist einfügen]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
  - (iv) den Wahl-Rückzahlungsbetrag (*Call*), zu dem die Pfandbriefe zurückgezahlt werden.
- (c) Wenn die Pfandbriefe nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Pfandbriefe in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Pfandbriefe in Form einer NGN begeben werden, einfügen:** Die teilweise Rückzahlung wird in den Registern von Euroclear und CBL [nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags wiedergegeben.]]

## §6

### DIE EMISSIONSSTELLE UND DIE ZAHLSTELLE[N]

- (1) *Bestellung; bezeichnete Geschäftsstelle.* Die Emissionsstelle und die Zahlstelle[n] und deren jeweilige Geschäftsstelle lauten wie folgt:

|                  |                                                                                                                 |      |                                                                  |
|------------------|-----------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------|
| Emissionsstelle: | Deutsche Bank Aktiengesellschaft<br>Trust & Securities Services<br>Taunusanlage 12<br>D-60325 Frankfurt am Main | oder | DVB Bank SE<br>Platz der Republik 6<br>D-60325 Frankfurt am Main |
| Zahlstelle[n]:   | <b>[andere Zahlstellen und<br/>bezeichnete Geschäftsstellen<br/>einfügen]</b>                                   |      |                                                                  |

Jede der nach diesem § 6 beauftragten Stellen behält sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung jeder der nach diesem § 6 beauftragten Stellen zu ändern oder zu beenden und entsprechend eine andere Stelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Emissionsstelle unterhalten **[im Fall von Pfandbriefen, die an einer Börse notiert sind, einfügen:.,][und]** (ii) solange die Pfandbriefe an der [Name der Börse einfügen] notiert sind, eine Zahlstelle (die die Emissionsstelle sein kann) mit bezeichneter Geschäftsstelle in **[Sitz der Börse einfügen]** und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.Dollar einfügen: und [(iii)]** falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, solange eine solche Zahlung dann gemäß der Rechtsordnung der Vereinigten Staaten von Amerika erlaubt ist und dabei, nach Meinung der Emittentin, nachteilige steuerliche Auswirkungen für die Emittentin nicht verursacht, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 10 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.
- (3) *Beauftragte der Emittentin.* Jede der nach diesem § 6 beauftragten Stellen handelt ausschließlich als Beauftragte der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags-oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

## §7

### STEUERN

Alle in Bezug auf die Pfandbriefe zu leistenden Kapital- oder Zinszahlungen erfolgen ohne Einbehalt oder Abzug für gegenwärtige oder zukünftige Steuern oder ähnliche Abgaben gleich welcher Art, die von oder in der Bundesrepublik Deutschland oder einer Gebietskörperschaft oder Steuerbehörde erhoben werden, es sei denn, dass ein solcher Einbehalt bzw. Abzug gesetzlich vorgeschrieben ist.

## §8

### VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Pfandbriefe auf zehn Jahre abgekürzt.

## §9

### BEGEBUNG WEITERER PFANDBRIEFE, ANKAUF UND ENTWERTUNG

- (1) *Begebung weiterer Pfandbriefe.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Pfandbriefe mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Pfandbriefen eine einheitliche Serie bilden.
- (2) *Ankauf.* Die Emittentin ist berechtigt, Pfandbriefe im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Pfandbriefe können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Pfandbriefe sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

## §10

### MITTEILUNGEN

- (1) *Bekanntmachung.* Alle die Pfandbriefe betreffenden Mitteilungen sind im Bundesanzeiger [.]und [.] auf der Internetseite der Luxemburger Börse, [www.bourse.lu](http://www.bourse.lu) [.]und [.] auf der Internetseite der Emittentin zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen nach dem dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- (2) *Mitteilungen an das Clearing System.* Die Emittentin ist berechtigt, eine Bekanntmachung nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen, vorausgesetzt, dass in Fällen, in denen die Pfandbriefe an einer Börse notiert sind, die Regeln dieser Börse diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

## §11

### VERSCHIEDENES

- (1) *Anwendbares Recht.* Form und Inhalt der Pfandbriefe sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche im Zusammenhang mit den Pfandbriefen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Pfandbriefen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Pfandbriefen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Pfandbriefe ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Pfandbriefe bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Pfandbriefe verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Pfandbriefe verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Pfandbriefe unterhält, einschließlich des Clearing Systems.

## §12

### SPRACHE

**[Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in deutscher Sprache abgefaßt. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in englischer Sprache abgefaßt. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefaßt.]

**[Falls die Emissionsbedingungen ausschließlich in englischer Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in englischer Sprache abgefaßt.]

**[Im Fall, dass die Pfandbriefe ganz oder teilweise in Deutschland öffentlich angeboten werden oder ganz oder teilweise an nicht professionelle Anleger mit Emissionsbedingungen in Englischer Sprache vertrieben werden, bitte einfügen:**

Eine deutsche Übersetzung der Emissionsbedingungen wird bei der DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main, zur kostenlosen Ausgabe bereitgehalten.]

OPTION IV - TERMS AND CONDITIONS OF THE FLOATING RATE PFANDBRIEFE (GERMAN LANGUAGE VERSION)

EMISSIONS-BEDINGUNGEN FÜR VARIABLE VERZINSLICHE PFANDBRIEFE

§1

WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Serie von [Schiffspfandbriefen] [Flugzeugpfandbriefen] (die "Pfan**dbriefe**") der DVB Bank SE (die "Emittentin") wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich § 1(6))] von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in Stückelungen von je [festgelegte Stückelungen einfügen] (die "festgelegten Stückelungen") begeben.
- (2) *Form.* Die Pfandbriefe lauten auf den Inhaber.

[Im Fall von Pfandbriefen, die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

- (3) Dauerglobalurkunde. Die Pfandbriefe sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen und trägt die eigenhändige Unterschrift [Falls die Globalurkunde eine NGN ist, einfügen: eines bevollmächtigten Vertreters des gemeinsamen Wertpapierverwahrers (*common safekeeper*) und] des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Im Fall von Pfandbriefen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, die gegen eine Dauerglobalurkunde ausgetauscht werden soll, einfügen:

- (3). *Vorläufige Globalurkunde – Austausch.*
- (a) Die Pfandbriefe sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Pfandbriefe in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. [Im Fall von Euroclear und CBL, und wenn die Globalurkunde eine NGN ist, einfügen: Die Einzelheiten eines solchen Austausches werden in die Aufzeichnungen der ICSD aufgenommen.] Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen und tragen jeweils die eigenhändige Unterschrift [Falls die Globalurkunde eine NGN ist, einfügen: eines bevollmächtigten Vertreters des gemeinsamen Wertpapierverwahrers (*common safekeeper*) und] des von der Bundesanstalt für Finanzdienstleistungsaufsicht bestellten Treuhänders. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht weniger als 40 Tage und nicht mehr als 180 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Pfandbriefe keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Pfandbriefe über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Pfandbriefe erfolgen erst nach Empfang durch den Emittenten von Bescheinigungen des relevanten Clearingsystems. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses § 1(3) auszutauschen. Wertpapiere, die im

Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten (wie in § 4(3) definiert) zu liefern.]

- (4) *Clearing System.* Jede Dauerglobalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Pfandbriefen erfüllt sind. "**Clearing System**" bedeutet **[bei mehr als einem Clearing System einfügen: jeweils]** folgendes: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxemburg ("**CBL**") [Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("**Euroclear**") **[Falls die Globalurkunde eine NGN ist, einfügen: CBL und Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")][.] [und] [anderes Clearing System angeben].**

**[Falls die Globalurkunde eine NGN ist, einfügen:** Die Pfandbriefe werden in Form einer new global note ("**NGN**") ausgegeben und von einem gemeinsamen Wertpapierverwahrer (common safekeeper) im Namen beider ICSDs verwahrt.]

**[Falls die Globalurkunde eine CGN ist, einfügen:** Die Pfandbriefe werden in Form einer classical global note ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen des Clearing System verwahrt.]

- (5) *Gläubiger von Pfandbriefen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Pfandbriefen, welcher bzw. welches gemäß anwendbarem Recht und den Bestimmungen und Regeln des Clearing Systems übertragen werden kann.

**[Falls die Globalurkunde eine NGN ist, einfügen:**

- (6) *Register der ICSDs.* Der Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Pfandbriefen führt) sind schlüssiger Nachweis über den Nennbetrag der durch die Globalurkunde verbrieften Pfandbriefe, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Pfandbriefe ist ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder Zahlung einer Rate oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Pfandbriefe bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Pfandbriefe stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Entwertung bezüglich der Globalurkunde *pro rata* in die Register der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Pfandbriefe der Gesamtnennbetrag der zurückgezahlten bzw. gekauften und entwerteten Pfandbriefe bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.]

**[Falls die vorläufige Globalurkunde eine NGN ist, einfügen:** Bei Austausch eines Anteils ausschließlich durch eine vorläufige Globalurkunde verbriefter Pfandbriefe wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Register der ICSDs eingetragen werden.]

## §2

### STATUS

*Status.* Die Pfandbriefe begründen nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander gleichrangig sind. Die Pfandbriefe sind nach Maßgabe des Pfandbriefgesetzes gedeckt und stehen im gleichen Rang mit allen anderen Verpflichtungen der Emittentin aus etwaigen anderen Pfandbriefen und etwaigen Verpflichtungen der Emittentin aus als Deckung verwendeten Derivategeschäften, wie in § 4 Absatz 3 Pfandbriefgesetz beschrieben.

### §3

#### ZINSEN

(1) *Zinszahlungstage.*

- (a) Die Pfandbriefe werden bezogen auf ihren Nennbetrag ab dem [Verzinsungsbeginn einfügen] (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Pfandbriefe sind an jedem Zinszahlungstag zahlbar.

- (b) "**Zinszahlungstag**" bedeutet

**[im Fall von festgelegten Zinszahlungstagen einfügen:** jeder [festgelegte Zinszahlungstage einfügen].]

**[im Fall von festgelegten Zinsperioden einfügen:** (soweit diese Emissionsbedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der [Zahl einfügen] [Wochen] [Monate] [andere festgelegte Zeiträume einfügen] nach dem vorausgehenden Zinszahlungstag liegt, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn.]

- (c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie in § 4(4) definiert) ist, so wird der Zinszahlungstag:

**[bei Anwendung der Modified Following Business Day Konvention einfügen:** auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

**[bei Anwendung der FRN Konvention einfügen:** auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der [[Zahl einfügen] Monate] [andere festgelegte Zeiträume einfügen] nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

**[bei Anwendung der Following Business Day Konvention einfügen:** auf den nächstfolgenden Geschäftstag verschoben.]

**[bei Anwendung der Preceding Business Day Konvention einfügen:** auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

- (2) *Zinssatz.* **[Bei Bildschirmfeststellung einfügen:** Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der bzw. die auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr ([Brüsseler][Londoner] [zutreffenden anderen Ort einfügen] Ortszeit) angezeigt werden **[im Fall einer Marge einfügen:** [zuzüglich][abzüglich] der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"**Zinsperiode**" bezeichnet den Zeitraum von dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"**Zinsfestlegungstag**" bezeichnet den [zweiten][zutreffende andere Zahl von Tagen einfügen]Geschäftstag (wie in § 4(4) definiert) vor Beginn der jeweiligen Zinsperiode.

**[Im Fall einer Marge einfügen:** Die "**Marge**" beträgt []% *per annum*.]

"**Bildschirmseite**" bedeutet **[Bildschirmseite einfügen]**.

Sollte der Angebotssatz in der angegebenen Zeit nicht auf der maßgeblichen Bildschirmseite zur Verfügung stehen, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im [Londoner][**zutreffenden anderen Ort einfügen**] Interbanken-Markt [in der Euro-Zone][um ca. 11.00 Uhr ([Brüsseler][Londoner][**zutreffenden anderen Ort einfügen**] Ortszeit) am Zinsfestlegungstag anfordern. ["Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die Teilnehmerstaaten der Europäischen Währungsunion sind.] Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf-oder abgerundet auf ein [falls der Referenzsatz EURIBOR ist, einfügen: tausendstel Prozent auf-oder abgerundet, wobei 0,0005] [falls der Referenzsatz nicht EURIBOR ist, einfügen: hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) dieser Angebotssätze [im Fall einer Marge einfügen: [zuzüglich][abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf-oder abgerundet auf ein [falls der Referenzsatz EURIBOR ist, einfügen: Tausendstel Prozent auf- oder abgerundet, wobei 0,0005] [falls der Referenzsatz nicht EURIBOR ist, einfügen: Hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. 11.00 Uhr ([Brüsseler][Londoner][**zutreffenden anderen Ort einfügen**] Ortszeit) an dem betreffenden Zinsfestlegungstag Einlagen in der festgelegten Währung für die betreffende Zinsperiode von führenden Banken im [Londoner][**zutreffenden anderen Ort einfügen**] Interbanken-Markt [in der Euro-Zone] angeboten werden [im Fall einer Marge einfügen: [zuzüglich][abzüglich] der Marge]; falls weniger als zwei der Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, dann soll der Zinssatz für die betreffende Zinsperiode der Angebotssatz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode oder das arithmetische Mittel (gerundet wie oben beschrieben) der Angebotssätze für Einlagen in der festgelegten Währung für die betreffende Zinsperiode sein, den bzw. die eine oder mehrere Banken (die nach Ansicht der Berechnungsstelle und der Emittentin für diesen Zweck geeignet sind) der Berechnungsstelle als Sätze bekannt geben, die sie an dem betreffenden Zinsfestlegungstag gegenüber führenden Banken am [Londoner][**zutreffenden anderen Ort einfügen**] Interbanken-Markt nennen [in der Euro-Zone] (bzw. den diese Banken gegenüber der Berechnungsstelle nennen) [im Fall einer Marge einfügen: [zuzüglich] [abzüglich] der Marge]. Für den Fall, dass der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, am letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde [im Fall einer Marge einfügen: [zuzüglich][abzüglich] der Marge (wobei jedoch, falls für die relevante Zinsperiode eine andere Marge als für die unmittelbar vorhergehende Zinsperiode gilt, die relevante Marge an die Stelle der Marge für die vorhergehende Zinsperiode tritt)].

"Referenzbanken" sind diejenigen Niederlassungen [im Fall von EURIBOR einfügen: von mindestens fünf] derjenigen Banken, deren Angebotssätze zuletzt zur Ermittlung des maßgeblichen Angebotssatzes benutzt wurden, als nicht weniger als drei solcher Angebotssätze angezeigt wurden] [Falls in den endgültigen Konditionen andere Referenzbanken bestimmt werden, sind sie hier einzufügen].

- (3) *Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Pfandbriefe zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf den Gesamtnennbetrag der Pfandbriefe angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf-oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.
- (4) *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der relevante Zinszahlungstag der Emittentin und jeder Börse, an der die betreffenden

Pfandbriefe zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, der Zahlstelle, sowie den Gläubigern gemäß § 10 baldmöglichst, aber keinesfalls später als zu Beginn der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepaßt (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Pfandbriefe zu diesem Zeitpunkt notiert sind, der Zahlstelle, sowie den Gläubigern gemäß § 10 mitgeteilt.

- (5) *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Emissionsstelle [, die Zahlstelle(n)] und die Gläubiger bindend.]
- (6) *Auflaufende Zinsen.* Wenn die Emittentin eine fällige Zahlung auf die Pfandbriefe aus irgend einem Grund nicht leistet, wird der ausstehende Betrag von dem Fälligkeitstag (einschließlich) bis zum Tag der vollständigen Zahlung an die Gläubiger (ausschließlich) mit dem gesetzlich bestimmten Verzugszins verzinst.
- (7) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).
- (8) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf einen Pfandbrief für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

**[Im Falle von Actual/365 oder Actual/Actual (ISDA) einfügen:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes, dividiert durch 366, und (B) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes, dividiert durch 365).]

**[Im Falle von Actual/365 (Fixed) einfügen:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

**[Im Falle von Actual/360 einfügen:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

#### §4

#### ZAHLUNGEN

(1)

- (a) *Zahlungen auf Kapital.* Zahlungen von Kapital auf die Pfandbriefe erfolgen nach Maßgabe des nachstehenden Absatzes 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.
- (b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Pfandbriefe erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger gegen Vorlage der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten. **[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde einfügen:** Die Zahlung von Zinsen auf Pfandbriefe, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder dessen Order zur Gutschrift auf den Konten der Gläubiger, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).] Zahlungen dürfen nicht auf Konten oder an Adressen innerhalb der Vereinigten Staaten von Amerika bezahlt werden.

- (2) *Zahlungsweise und Erfüllung.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen erfolgen zu leistende Zahlungen auf die Pfandbriefe in der festgelegten Währung. Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (3) *Vereinigte Staaten.* "**Vereinigte Staaten**" sind die Vereinigten Staaten von Amerika wie in Abschnitt 2 des Securities Act von 1933 definiert.
- (4) *Geschäftstag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf einen Pfandbrief auf einen Tag, der kein Geschäftstag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen auf Grund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Geschäftstag**" **[falls die festgelegte Währung nicht Euro ist, einfügen:** einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in **[sämtliche relevanten Finanzzentren einfügen]** geöffnet sind und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren einfügen]** abwickeln] **[falls die festgelegte Währung Euro ist, einfügen:** einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit sind, um die betreffende Zahlung abzuwickeln].
- (5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Emissionsbedingungen auf Kapital schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag; **[falls die Emittentin das Wahlrecht hat, die Pfandbriefe vorzeitig zurückzuzahlen, einfügen:** den Wahl-Rückzahlungsbetrag (*Call*);] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Pfandbriefe zahlbaren Beträge.

## §5

### RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.*

Die Pfandbriefe werden zu ihrem Rückzahlungsbetrag am in den **[Rückzahlungsmonat einfügen]** fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jeden Pfandbrief entspricht seinem Nennbetrag (der "**Rückzahlungsbetrag**").

**[Falls die Emittentin das Wahlrecht hat, die Pfandbriefe vorzeitig zurückzuzahlen, einfügen:**

- (2) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß § 5(2)(b) gekündigt hat, die Pfandbriefe insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (*Call*) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (*Call*), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (*Call*) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen:** Eine solche Rückzahlung muss in Höhe eines Nennbetrages von **[mindestens [Mindestrückzahlungsbetrag einfügen]] [erhöhter Rückzahlungsbetrag]** erfolgen.]

Wahl-Rückzahlungstag(e) (*Call*)

**[Wahl-Rückzahlungstag(e) einfügen]**

[  
]

Wahl-Rückzahlungsbetrag/beträge

**[Wahl-Rückzahlungsbetrag/beträge einfügen]**

[  
]

- (b) Die Kündigung ist den Gläubigern der Pfandbriefe durch die Emittentin gemäß § 10 bekanntzugeben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Pfandbriefen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Pfandbriefe;

- (iii) den Wahl-Rückzahlungstag (*Call*), der nicht weniger als **[Mindestkündigungsfrist einfügen]** und nicht mehr als **[Höchstkündigungsfrist einfügen]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
- (iv) den Wahl-Rückzahlungsbetrag (*Call*), zu dem die Pfandbriefe zurückgezahlt werden.
- (c) Wenn die Pfandbriefe nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Pfandbriefe in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Pfandbriefe in Form einer NGN begeben werden, einfügen]**: Die teilweise Rückzahlung wird in den Registern von Euroclear und CBL [nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags] wiedergegeben.]]

## §6

### DIE EMISSIONSSTELLE[,] [UND] DIE ZAHLSTELLE[N] [UND DIE BERECHNUNGSSTELLE]

- (1) *Bestellung; bezeichnete Geschäftsstelle*. Die Emissionsstelle [,][und] die Zahlstelle[n][und] die Berechnungsstelle] und deren jeweilige Geschäftsstelle lauten wie folgt:

|                     |                                                                                                                                                                                                   |      |                                                                         |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------|
| Emissionsstelle:    | Deutsche Bank<br>Aktiengesellschaft<br>Trust & Securities Services<br>Taunusanlage 12<br><br>D-60325 Frankfurt am Main                                                                            | oder | DVB Bank SE<br><br>Platz der Republik 6<br>D-60325 Frankfurt<br>am Main |
| Zahlstelle[n]:      | <b>[andere Zahlstellen und bezeichnete Geschäftsstellen einfügen]</b>                                                                                                                             |      |                                                                         |
| [Berechnungsstelle: | <b>[im Fall von Euribor variabel verzinslichen Pfandbriefen einfügen:</b><br>[Deutsche Bank<br>Aktiengesellschaft<br>Trust & Securities Services<br>Taunusanlage 12<br>D-60325 Frankfurt am Main] |      |                                                                         |
|                     | <b>[gegebenenfalls andere Berechnungsstelle einfügen]]</b>                                                                                                                                        |      |                                                                         |

Jede der nach diesem § 6 beauftragten Stellen behält sich das Recht vor, jederzeit ihre jeweilige bezeichnete Geschäftsstelle durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

- (2) *Änderung der Bestellung oder Abberufung*. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung jeder der nach diesem § 6 beauftragten Stellen zu ändern oder zu beenden und entsprechend eine andere Stelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Emissionsstelle unterhalten **[im Fall von Pfandbriefen, die an einer Börse notiert sind, einfügen:.,][und]** (ii) solange die Pfandbriefe an der **[Name der Börse einfügen]** notiert sind, eine Zahlstelle (die die Emissionsstelle sein kann) mit bezeichneter Geschäftsstelle in **[Sitz der Börse einfügen]** und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] **[im Fall von Zahlungen in U.S.Dollar einfügen:.,][und][iii]** falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, solange eine solche Zahlung dann gemäß der Rechtsordnung der Vereinigten Staaten von Amerika erlaubt ist und dabei, nach Meinung der Emittentin, nachteilige steuerliche Auswirkungen für die Emittentin nicht verursacht, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] **[falls eine Berechnungsstelle bestellt werden soll, einfügen:.,][und][iv]** eine Berechnungsstelle **[falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen]**: mit bezeichneter Geschäftsstelle in

**[vorgeschriebenen Ort einfügen]** unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 10 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

- (3) Beauftragte der Emittentin. Jede der nach diesem § 6 beauftragten Stellen handelt ausschließlich als Beauftragte der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

## **§7**

### **STEUERN**

Alle in Bezug auf die Pfandbriefe zu leistenden Kapital- oder Zinszahlungen erfolgen ohne Einbehalt oder Abzug für gegenwärtige oder zukünftige Steuern oder ähnliche Abgaben gleich welcher Art, die von oder in der Bundesrepublik Deutschland oder einer Gebietskörperschaft oder Steuerbehörde erhoben werden, es sei denn, dass ein solcher Einbehalt bzw. Abzug gesetzlich vorgeschrieben ist.

## **§8**

### **VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Pfandbriefe auf zehn Jahre abgekürzt.

## **§9**

### **BEGEBUNG WEITERER PFANDBRIEFE, ANKAUF UND ENTWERTUNG**

- (1) *Begebung weiterer Pfandbriefe.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Pfandbriefe mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Pfandbriefen eine einheitliche Serie bilden.
- (2) *Ankauf.* Die Emittentin ist berechtigt, Pfandbriefe im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Pfandbriefe können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Pfandbriefe sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

## **§10**

### **MITTEILUNGEN**

- (1) *Bekanntmachung.* Alle die Pfandbriefe betreffenden Mitteilungen sind im Bundesanzeiger **[.]und** **[auf der Internetseite der Luxemburger Börse, *www.bourse.lu*]** **[.]und** **[auf der Internetseite der Emittentin]** zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen nach dem dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.
- (2) *Mitteilungen an das Clearing System.* Die Emittentin ist berechtigt, eine Bekanntmachung nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger zu ersetzen, vorausgesetzt, dass in Fällen, in denen die Pfandbriefe an einer Börse notiert sind, die Regeln dieser Börse diese Form der Mitteilung zulassen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

## §11

### VERSCHIEDENES

- (1) *Anwendbares Recht.* Form und Inhalt der Pfandbriefe sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.
- (2) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für sämtliche im Zusammenhang mit den Pfandbriefen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist Frankfurt am Main.
- (3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Pfandbriefen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Pfandbriefen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Pfandbriefe ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Pfandbriefe bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Pfandbriefe verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Pfandbriefe verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Pfandbriefe unterhält, einschließlich des Clearing Systems.

## §12

### SPRACHE

**[Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in deutscher Sprache abgefaßt. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind in englischer Sprache abgefaßt. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

**[Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefaßt.]

**[Falls die Emissionsbedingungen ausschließlich in englischer Sprache abgefaßt sind, einfügen:**

Diese Emissionsbedingungen sind ausschließlich in englischer Sprache abgefaßt.]

**[Im Fall, dass die Pfandbriefe ganz oder teilweise in Deutschland öffentlich angeboten werden oder ganz oder teilweise an nicht professionelle Anleger mit Emissionsbedingungen in Englischer Sprache vertrieben werden, bitte einfügen:**

Eine deutsche Übersetzung der Emissionsbedingungen wird bei der DVB Bank SE, Platz der Republik 6, D-60325 Frankfurt am Main, zur kostenlosen Ausgabe bereitgehalten.]

## FORM OF FINAL TERMS (Muster – Endgültige Bedingungen)

In case of Notes listed on the official list and admitted to trading on the regulated market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms of Notes will be displayed on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). In case of Notes listed on any other stock exchange or publicly offered in one or more member states of the European Economic Area other than Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of DVB Bank SE ([www.dvbbank.com](http://www.dvbbank.com))

[Date]

[Datum]

### FINAL TERMS ENDGÜLTIGE BEDINGUNGEN

[Title of relevant Series of Instruments] (the "[Pfandbriefe][Notes]" or, the "Instruments")  
issued pursuant to the

[Bezeichnung der betreffenden Serie der Instrumente] (die  
"[Pfandbriefe][Schuldverschreibungen]" oder, die "Instrumente")  
begeben aufgrund des

€20,000,000,000

Debt Issuance Programme  
of / der

DVB Bank SE

dated 5 May 2017

vom 5. Mai 2017

Issue Price: [●] %<sup>11</sup>

Ausgabepreis: [●] %

Issue Date: [●]<sup>12</sup>

Tag der Begebung: [●]

This document constitutes the Final Terms in relation to the Tranche of [Pfandbriefe][Notes] referred to above for the purposes of Article 5.4 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, including by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010) (the "**Prospectus Directive**"). These Final Terms must be read in conjunction with the Debt Issuance Programme Prospectus for the €20,000,000,000 Debt Issuance Programme of DVB Bank SE dated 5 May 2017 [and the supplement[s] dated [●] to this prospectus prepared by the Issuer] ([together,] the "**Debt Issuance Programme Prospectus**" or the "**Prospectus**") [and [the Final Terms (the "**Original Final Terms**") and] the Terms and Conditions of the Notes (the "**Original Terms and Conditions**") [*in the case of Long-form Conditions insert:* (scheduled to these Final Terms)] set forth in the prospectus dated [9 May 2014][8 May 2015][2 May 2016] (the "**Original Prospectus**"). Terms used in these Final Terms shall be defined as set forth in the applicable Terms and Conditions set forth in the Debt Issuance Programme Prospectus [and the Original Prospectus]. The Debt Issuance Programme Prospectus and any supplements thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and on the website of DVB Bank SE ([www.dvbbank.com](http://www.dvbbank.com)) and copies may be obtained from DVB Bank SE, Platz der Republik 6, 60325 Frankfurt am Main, Germany. [An issue-specific summary of the Instruments is annexed to these Final Terms.<sup>13</sup>]

*Dieses Dokument bildet die endgültigen Bedingungen unter dem obigen Programm für die oben genannten Tranche von [Schuldverschreibungen][Pfandbriefe] im Sinne des Art. 5.4 der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (wie geändert,*

<sup>11</sup> Not required for Instruments with a Specific Denomination of at least €100,000.  
*Nicht erforderlich für Instrumente mit einer Stückelung von mindestens €100.000.*

<sup>12</sup> The Issue Date is the date of payment and settlement of the Notes or, as applicable, Pfandbriefe. In the case of free delivery, the Issue Date is the delivery date.  
*Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen bzw. Pfandbriefe begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.*

<sup>13</sup> Only applicable in the case of specified denominations of less than EUR 100,000.

einschließlich durch Richtlinie 2010/73/EG des Europäischen Parlaments und des Rates vom 24. November 2010 (die "**Prospektrichtlinie**"). Diese endgültigen Bedingungen müssen in Verbindung mit dem Debt Issuance Programme Prospekt vom 5. Mai 2017 für das €20.000.000.000 Debt Issuance Programm der DVB Bank SE [und de[n][m] von der Emittentin zu diesem Prospekt angefertigten [Nachtrag][Nachträgen] vom [•]] ([zusammen] der "**Debt Issuance Programme Prospekt**" oder der "**Prospekt**") [und den Endgültigen Bedingungen (die "**Original-Endgültigen Bedingungen**") und] den Emissionsbedingungen (die "**Original-Emissionsbedingungen**") [im Fall von nichtkonsolidierten Bedingungen einfügen: (diesen Endgültigen Bedingungen als Anlage beigefügt)], die im Prospekt vom [9. Mai 2014][8. Mai 2015][2. Mai 2016] (der "**Original-Prospekt**") enthalten sind,] gelesen werden. Für die Begriffe, die in diesen endgültigen Bedingungen verwendet werden, gelten die Definitionen in den anwendbaren Emissionsbedingungen, die im Debt Issuance Programme Prospekt [und dem Original-Prospekt] dargestellt sind. Der Debt Issuance Programme Prospekt sowie jeder Nachtrag dazu können in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg ([www.bourse.lu](http://www.bourse.lu)) und der Internetseite der DVB Bank SE ([www.dvbbank.com](http://www.dvbbank.com)) eingesehen werden. Kopien sind erhältlich bei der DVB Bank SE, Platz der Republik 6, 60325 Frankfurt am Main, Deutschland. [Eine emissionsspezifische Zusammenfassung der Instrumente ist diesen endgültigen Bedingungen angefügt.<sup>14</sup>]

## PART I: TERMS AND CONDITIONS

### Teil I: Emissionsbedingungen

[A. In the case the options applicable to the relevant Tranche of [Pfandbriefe][Notes] are to be determined by replicating the relevant provisions set forth in the Debt Issuance Programme Prospectus as Option I, Option II, Option III or Option IV including certain further options contained therein, respectively, and completing the relevant placeholders, insert:<sup>15</sup>

**A. Falls die für die betreffende Tranche von [Schuldverschreibungen][Pfandbriefe] geltenden Optionen durch Wiederholung der betreffenden im Debt Issuance Programme Prospekt als Option I, Option II, Option III oder Option IV aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:<sup>3</sup>**

The Conditions applicable to the [Notes][Pfandbriefe] (the "**Conditions**") and the [German][English] language translation thereof, are as set out below.

Die für die [Schuldverschreibungen][Pfandbriefe] geltenden Bedingungen (die "**Bedingungen**") sowie die [deutschsprachige][englischsprachige] Übersetzung sind wie nachfolgend aufgeführt.

[in the case of Notes (excluding Pfandbriefe) with fixed interest rates replicate here the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders] [im Fall von Schuldverschreibungen (ausgenommen Pfandbriefe) mit fester Verzinsung hier die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes (excluding Pfandbriefe) with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders] [im Fall von Schuldverschreibungen (ausgenommen Pfandbriefe) mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]]

[in the case of Pfandbriefe with fixed interest rates replicate here the relevant provisions of Option III including relevant further options contained therein, and complete relevant placeholders] [im Fall von Pfandbriefen mit fester Verzinsung hier die betreffenden Angaben der Option III (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

<sup>14</sup> Nur anwendbar falls die festgelegte Stückelung weniger als EUR 100.000 beträgt.

<sup>15</sup> To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to B. Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

In Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass diese Form der Dokumentation der Bedingungen erforderlich ist, wenn die Schuldverschreibungen insgesamt oder teilweise anfänglich an nicht qualifizierte Anleger verkauft oder öffentlich angeboten werden. Alle Bezugnahmen auf B. Teil I der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Emissionsbedingungen entfernen.

[in the case of Pfandbriefe with floating interest rates replicate here the relevant provisions of Option IV including relevant further options contained therein, and complete relevant placeholders] *[im Fall von Pfandbriefen mit variabler Verzinsung hier die betreffenden Angaben der Option IV (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

[in case of tap issues replicate here the relevant provisions of the Original Terms and Conditions including relevant further options contained therein, and complete relevant placeholders] *[im Fall von Aufstockungen hier die betreffenden Angaben aus den Original-Emissionsbedingungen (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

**[B. In the case the options applicable to the relevant Tranche of [Notes][Pfandbriefe] are to be determined by referring to the relevant provisions set forth in the Debt Issuance Programme Prospectus as Option I, Option II, Option III or Option IV including certain further options contained therein, respectively, insert:**

***B. Falls die für die betreffende Tranche von [Schuldverschreibungen][Pfandbriefe] geltenden Optionen, die durch Verweisung auf die betreffenden im Debt Issuance Programme Prospekt als Option I, Option II, Option III oder Option IV aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:***

This Part I. of the Final Terms is to be read in conjunction with the set of [Original] Terms and Conditions that apply to [Notes][Pfandbriefe] with [fixed][floating] interest rates (the "**Terms and Conditions**") set forth in the [Original] Debt Issuance Programme Prospectus as [Option I][Option II][Option III][Option IV]. Capitalised terms, when used in these Final Terms, shall have the meanings specified in the [Original] Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der [Original-]Emissionsbedingungen, der auf [Schuldverschreibungen][Pfandbriefe] mit [fester][variabler] Verzinsung Anwendung findet (die "**Emissionsbedingungen**"), zu lesen, der als [Option I][Option II][Option III][Option IV] im [Original Prospekt][Debt Issuance Programme Prospekt] enthalten ist. Begriffe, die in den [Original-]Emissionsbedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

All references in this Part I. of the Final Terms to paragraphs and subparagraphs are to paragraphs and subparagraphs of the [Original] Terms and Conditions.

*Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der [Original-]Emissionsbedingungen.*

The blanks in the provisions of the [Original] Terms and Conditions, which are applicable to the [Notes][Pfandbriefe] shall be deemed to be completed by the information contained in the [Original] Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the [Original] Terms and Conditions corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the [Original] Terms and Conditions applicable to the [Notes][Pfandbrief] (the "**Conditions**").

*Die Leerstellen in den auf die [Schuldverschreibungen][Pfandbriefe] anwendbaren Bestimmungen der [Original-]Emissionsbedingungen gelten als durch die in den [Original-]Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der [Original-]Emissionsbedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die [Schuldverschreibungen][Pfandbriefe] anwendbaren [Original-]Emissionsbedingungen (die "**Bedingungen**") gestrichen.*

**Instruments issued**  
**Emittierte Instrumente**

- ☐ Notes  
*Schuldverschreibungen*
- ☐ Pfandbriefe  
Pfandbriefe
  - ☐ Ship Pfandbriefe  
Schiffspfandbriefe
  - ☐ Aircraft Pfandbriefe  
Flugzeugpfandbriefe

**Language of Conditions<sup>16</sup>**  
***Sprache der Bedingungen***

- ☐ German only  
*ausschließlich Deutsch*
- ☐ English only  
*ausschließlich Englisch*
- ☐ English and German (English controlling)  
*Englisch und Deutsch (englischer Text maßgeblich)*
- ☐ German and English (German controlling)  
*Deutsch und Englisch (deutscher Text maßgeblich)*

**CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)**  
***WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1)***

**Currency and Denomination**  
***Währung und Stückelung***

|                                                                                 |                       |
|---------------------------------------------------------------------------------|-----------------------|
| Specified Currency<br><i>Festgelegte Währung</i>                                | [•]                   |
| Aggregate Principal Amount<br><i>Gesamtnennbetrag</i>                           | [•]                   |
| Specified Denomination <sup>17</sup><br><i>Stückelung</i>                       | [•]                   |
| Number of Instruments to be issued<br><i>Zahl der auszugebenden Instrumente</i> | [•]                   |
| New Global Note<br><i>New Global Note</i>                                       | [Yes/No]<br>[Ja/Nein] |
| Classical Global Note<br><i>Classical Global Note</i>                           | [Yes/No]<br>[Ja/Nein] |

<sup>16</sup> To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Instruments sold and distributed on a syndicated basis, German will be the controlling language. In the case of Instruments publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-professional investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-professional investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of the Issuer and the Fiscal Agent.

*In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Instrumente maßgeblich sein wird, die auf syndizierter Basis verkauft und vertrieben werden. Falls Instrumente insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht berufsmäßige oder gewerbliche Investoren in der Bundesrepublik Deutschland verkauft werden, wird die deutsche Sprache maßgeblich sein. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht berufsmäßige oder gewerbliche Investoren die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Emissionsbedingungen bei der Hauptgeschäftsstelle der Emittentin und der Emissionsstelle erhältlich sein.*

<sup>17</sup> The minimum denomination of the Instruments issued by DVB Bank SE, in the case that the Instruments shall be listed on any Regulated Market or offered to the public in the European Economic Area, will be €1,000 or an amount in any other currency, **provided that** the value of such minimum denomination on the Issue Date is nearly equivalent to €1,000.

*Die Mindeststückelung der Instrumente, die durch DVB Bank SE begeben werden, im Falle, dass diese an einem Regulierten Markt notieren im Europäischen Wirtschaftsraum öffentlich angeboten werden sollen, ist €1.000 oder ein Betrag in einer anderen Währung, vorausgesetzt, dass der Wert solcher Mindeststückelungen zum Ausgabedatum annähernd €1.000 entspricht.*

- ☐ **C<sup>18</sup> Rules**  
**C Rules**  
Permanent Global [Note][Pfandbrief]  
*Dauerglobalurkunde*
- ☐ **D Rules**  
**D Rules**  
Temporary Global [Note][Pfandbrief] exchangeable for a Permanent Global [Note][Pfandbrief]  
*Vorläufige Globalurkunde austauschbar gegen eine Dauerglobalurkunde*
- ☐ **Neither D Rules nor C Rules**  
**Weder D Rules noch C Rules**  
Permanent Global [Note][Pfandbrief]  
*Dauerglobalurkunde*

## Certain Definitions

### Definitionen

Clearing System

*Clearing System*

- ☐ Clearstream Banking AG, Frankfurt am Main ("CBF")  
Mergenthalerallee 61, D-65760 Eschborn
- ☐ Clearstream Banking, société anonyme, Luxembourg ("CBL")  
42 Avenue JF Kennedy, L-1855 Luxembourg
- ☐ Euroclear Bank S A/N V, as Operator of the Euroclear System ("Euroclear")  
*Euroclear Bank S A/N V, als Betreiberin des Euroclear Systems*  
1 Boulevard du Roi Albert II, B-1210 Brussels
- ☐ Other (specify) [Name and address]  
*Sonstige (angeben)* [Name und Anschrift]

### STATUS (§ 2)<sup>19</sup>

#### STATUS (§ 2)

- ☐ Unsubordinated  
*Nicht nachrangig*
- ☐ Subordinated  
*Nachrangig*

### INTEREST (§ 3)

#### ZINSEN (§ 3)

- ☐ **Fixed Rate [Note][Pfandbrief]**  
**Festverzinsliche [Schuldverschreibung][Pfandbrief]**  
Rate of Interest and Interest Payment Dates  
*Zinssatz und Zinszahlungstage*
- |                                                       |                 |
|-------------------------------------------------------|-----------------|
| Rate of Interest                                      | [•] % per annum |
| <i>Zinssatz</i>                                       | [•] % per annum |
| Interest Commencement Date                            | [•]             |
| <i>Verzinsungsbeginn</i>                              |                 |
| Fixed Interest Date(s)                                | [•]             |
| <i>Festzinstermine</i>                                |                 |
| First Interest Payment Date                           | [•]             |
| <i>Erster Zinszahlungstag</i>                         |                 |
| Initial Broken Amount(s) (per denomination)           | [•]             |
| <i>Anfängliche(r) Bruchteilzinsbetrag(-beträge)</i>   |                 |
| <i>(für jeden Nennbetrag)</i>                         |                 |
| Fixed Interest Date preceding the Maturity Date       | [•]             |
| <i>Festzinstermine, der dem Fälligkeitstag</i>        |                 |
| <i>vorangeht</i>                                      |                 |
| Final Broken Amount(s) (per denomination)             | [•]             |
| <i>Abschließende(r) Bruchteilzinsbetrag(-beträge)</i> |                 |

<sup>18</sup> Applicable only if Notes have an initial maturity of one year or less or have been determined to be in registered form for U.S. federal income tax purposes.

*Nur anwendbar bei Schuldverschreibungen mit einer ursprünglichen Laufzeit von einem Jahr oder weniger oder wenn die Schuldverschreibungen als "registered" im Sinne der U.S. Bundes-Einkommenssteuer eingestuft werden.*

<sup>19</sup> Applicable only in case of Notes.

*Nur anwendbar bei Schuldverschreibungen.*

(für jeden Nennbetrag)

| Adjustment<br><i>Anpassung</i>                                                                                                                                                                                                                                                                                  | [Yes/No]<br>[Ja/Nein]                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Floating Rate Instruments</b><br><b>Variabel verzinsliche Instruments</b>                                                                                                                                                                                                           |                                                                                    |
| Interest Payment Dates<br><i>Zinszahlungstage</i>                                                                                                                                                                                                                                                               | [•]                                                                                |
| Interest Commencement Date<br><i>Verzinsungsbeginn</i>                                                                                                                                                                                                                                                          | [•]                                                                                |
| Specified Interest Payment Dates<br><i>Festgelegte Zinszahlungstage</i>                                                                                                                                                                                                                                         | [•]                                                                                |
| Specified Interest Period(s)<br><i>Festgelegte Zinsperiode(n)</i>                                                                                                                                                                                                                                               | [•] [weeks/months/<br>other – specify]<br>[•] [Wochen/Monate/<br>andere – angeben] |
| <b>Business Day Convention<sup>20</sup></b><br><b>Geschäftstagskonvention</b>                                                                                                                                                                                                                                   |                                                                                    |
| <input type="checkbox"/> Modified Following Business Day Convention<br><i>Modified Following Business Day Konvention</i>                                                                                                                                                                                        |                                                                                    |
| <input type="checkbox"/> FRN Convention (specify period(s))<br><i>FRN Konvention (Zeitraum angeben)</i>                                                                                                                                                                                                         | [•] [months/other – specify]<br>[•] [Monate/andere – angeben]                      |
| <input type="checkbox"/> Following Business Day Convention<br><i>Following Business Day Konvention</i>                                                                                                                                                                                                          |                                                                                    |
| <input type="checkbox"/> Preceding Business Day Convention<br><i>Preceding Business Day Konvention</i>                                                                                                                                                                                                          |                                                                                    |
| <b>Rate of Interest</b><br><b>Zinssatz</b>                                                                                                                                                                                                                                                                      |                                                                                    |
| <input type="checkbox"/> Screen Rate Determination<br><i>Bildschirmfeststellung</i>                                                                                                                                                                                                                             |                                                                                    |
| <input type="checkbox"/> EURIBOR ( <i>Brussels time/TARGET Business Day/ EURIBOR panel/ Interbank Market of the Euro-Zone</i> ) EURIBOR ( <i>Brüsseler Ortszeit/ TARGET Business Day/ EURIBOR Panel/Interbankmarkt in der Euro-Zone</i> )<br>Screen page<br><i>Bildschirmseite</i>                              | [•]                                                                                |
| <input type="checkbox"/> EURO-LIBOR ( <i>London time/ TARGET Business Day/City of London/ London Office/London Interbank Market</i> )<br>EURO-LIBOR ( <i>Londoner Ortszeit/ TARGET Geschäftstag/City of London/ Londoner Geschäftsstelle/Londoner Interbankmarkt</i> )<br>Screen page<br><i>Bildschirmseite</i> | [•]                                                                                |
| <input type="checkbox"/> LIBOR ( <i>London time/London Business Day/City of London/ London Office/London Interbank Market</i> )<br>LIBOR ( <i>Londoner Ortszeit/Londoner Geschäftstag/City of London/ Londoner Geschäftsstelle/Londoner Interbankmarkt</i> )<br>Screen page<br><i>Bildschirmseite</i>           | [•]                                                                                |

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Complete for all Instruments.  
Für alle Instrumente anzugeben.

- ☐ Other (specify)  
*Sonstige (angeben)*  
Screen page(s)  
*Bildschirmseite(n)*
- Margin  
*Marge* Not Applicable][[•] % per annum]  
[Nicht anwendbar][[•] % per annum]
- ☐ plus  
*Plus*
- ☐ minus  
*minus*
- Interest Determination Date  
*Zinsfestlegungstag*
- ☐ second Business Day prior to  
commencement of Interest Period  
*zweiter Geschäftstag vor Beginn der  
jeweiligen Zinsperiode*
- ☐ other (specify) [•]  
*sonstige (angeben)*
- Reference Banks (if other than as specified in § 3(2)) (specify) [•]  
*Referenzbanken (sofern abweichend von § 3 Absatz 2) (angeben)*

#### Day Count Fraction<sup>21</sup>

##### Zinstagequotient

- ☐ Actual/Actual (ICMA Rule 251)  
Determination Date(s) [•] in each year  
*Feststellungstag(e)* [•] eines jeden Jahres
- ☐ Actual 365 or Actual/Actual (ISDA)
- ☐ Actual/365 (Fixed)
- ☐ Actual/360
- ☐ 30/360 or 360/360 (Bond Basis)
- ☐ 30E/360 (Eurobond Basis)

#### PAYMENTS (§ 4)<sup>22</sup>

##### ZAHLUNGEN (§ 4)

- Relevant Financial Centre(s) [specify all] [•]  
*Relevante(s) Finanzzentren/-zentrum [alle angeben]*

#### REDEMPTION (§ 5)

##### RÜCKZAHLUNG (§ 5)

##### Final Redemption

##### Rückzahlung bei Endfälligkeit

- ☐ Maturity Date<sup>23</sup> [•]  
*Fälligkeitstag*
- ☐ Redemption Month<sup>24</sup> [•]  
*Rückzahlungsmonat*

#### Early Redemption at the Option of the Issuer

*Vorzeitige Rückzahlung nach Wahl der Emittentin* [Yes/No]  
[Ja/Nein]

Minimum Redemption Amount [•]  
*Mindestrückzahlungsbetrag*

Higher Redemption Amount [•]  
*Höherer Rückzahlungsbetrag*

Call Redemption Date(s) [•]

<sup>21</sup> Complete for all Instruments.  
*Für alle Instrumente auszufüllen.*

<sup>22</sup> Not to be completed in case of Instruments denominated in Euro.  
*Nicht ausfüllen im Fall von Instrumenten, die auf Euro lauten.*

<sup>23</sup> Complete for fixed rate Instruments.  
*Für festverzinsliche Instrumente auszufüllen.*

<sup>24</sup> Complete for floating rate Instruments.  
*Für variabel verzinsliche Instrumente auszufüllen.*

Wahlrückzahlungstag(e) (Call)

Call Redemption Amount(s) [•]  
Wahlrückzahlungsbetrag/-beträge (Call)

Minimum Notice to Holders<sup>25</sup> [•]  
Mindestkündigungsfrist

Maximum Notice to Holders [•]  
Höchstkündigungsfrist

Early Redemption for Regulatory or Taxation Reasons<sup>26</sup> [Yes/No]  
Vorzeitige Rückzahlung aus regulatorischen oder steuerlichen Gründen [Ja/Nein]

**FISCAL AGENT [,] [AND] PAYING AGENTS [AND CALCULATION AGENT] (§ 6)**  
**EMISSIONSSTELLE [,] [UND] ZAHLSTELLEN [UND BERECHNUNGSSTELLE] (§ 6)**

Fiscal Agent [•]  
Emissionsstelle

Calculation Agent/specified office<sup>27</sup> [•]  
Berechnungsstelle/bezeichnete Geschäftsstelle

Required location of Calculation Agent (specify) [•]  
Vorgeschriebener Ort für Berechnungsstelle (angeben)

☐ Paying Agents [•]  
Zahlstellen

☐ Additional Paying Agent(s)/specified office(s) [•]  
Zusätzliche Zahlstelle(n)/bezeichnete Geschäftsstelle(n)

**NOTICES (§ 12<sup>28</sup> 10<sup>29</sup>)**

**MITTEILUNGEN (§ 12 10)**

**Place and medium of publication**

**Ort und Medium der Bekanntmachung**

- ☐ Clearing System  
Clearing System
- ☐ Luxembourg Stock Exchange's website ([www.bourse.lu](http://www.bourse.lu))  
Internetseite der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu))
- ☐ Issuer's website ([www.dvbbank.com](http://www.dvbbank.com))  
Internetseite der Emittentin ([www.dvbbank.com](http://www.dvbbank.com))

**Amendments of the Terms and Conditions (§ 13)<sup>30</sup>**  
**Änderung der Anleihebedingungen (§ 13)**

- ☐ Appointment of a Holders' Representative by resolution passed by Holders and not in the Conditions [Name and address]  
Bestellung eines gemeinsamen Vertreters der Gläubiger durch [Name und Anschrift]  
Beschluss der Gläubiger und nicht in den Bedingungen

<sup>25</sup> Euroclear and Clearstream require a minimum notice period of five business days.  
*Euroclear und Clearstream verlangen eine Mindestkündigungsfrist von fünf Geschäftstagen.*

<sup>26</sup> Applicable to subordinated Notes only.  
*Nur für nachrangige Schuldverschreibungen anwendbar.*

<sup>27</sup> Not to be completed if Fiscal Agent is to be appointed as Calculation Agent.  
*Nicht auszufüllen, falls Emissionsstelle als Berechnungsstelle bestellt werden soll.*

<sup>28</sup> Insert in case of Notes.  
*Im Fall von Schuldverschreibungen einfügen.*

<sup>29</sup> Insert in case of Pfandbriefe.  
*Im Fall von Pfandbriefen einfügen.*

<sup>30</sup> Only applicable for Notes  
*Nur anwendbar für Schuldverschreibungen.*

## PART II: Other Information<sup>31</sup>

### Teil II: Andere Angaben

Interest of natural and legal persons involved in the issue/offer  
*Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind*

- ☐ [Specify interest of natural and legal persons involved in the issue/offer, if such interest is different from the interest discussed under "General Information Interest of Natural and Legal Persons involved in the Issue/Offer".] [Not applicable]  
*[Angabe des Interesses von am Angebot der Instrumente beteiligten Personen, sofern sich dieses von den im Prospekt unter "Allgemeine Informationen Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind" beschriebenen Interessen unterscheidet.] [Nicht anwendbar]*

### Use of Proceeds and Reasons for the offer<sup>32</sup>

**Verwendung der Emissionserlöse und Gründe für das Angebot**

[specify reasons]  
[Gründe einfügen]

Estimated net proceeds  
*Geschätzter Nettoemissionserlös*

[•]  
[•]

Estimated total expenses of the issue  
*Geschätzte Gesamtkosten der Emission*

[•]  
[•]

### Securities Identification Numbers *Wertpapierkennnummern*

ISIN  
*ISIN*

[•]  
[•]

Common Code  
*Common Code*

[•]  
[•]

German Securities Code (WKN)  
*Wertpapierkennnummer (WKN)*

[•]

Any other securities number  
*Sonstige Wertpapierkennnummer*

[•]

### Eurosystem Eligibility<sup>33</sup>

[Yes/No]

<sup>31</sup> There is no obligation to complete part II of the Final Terms in its entirety in case of Instruments with a minimum denomination of at least €100,000 or its equivalent in any other currency or, as the case may be, in case of Instruments with a minimum transfer amount of at least €100,000 or its equivalent in any other currency, **provided that** such Instruments will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer on a case by case basis.

*Es besteht keine Verpflichtung, Teil II der endgültigen Bedingungen vollständig auszufüllen bei Instrumenten mit einer Mindeststückelung von €100.000 oder dem Gegenwert in einer anderen Währung oder, je nachdem welcher Fall zutrifft, bei Instrumenten mit einem Mindestübertragungswert von €100.000 oder dem Gegenwert in einer anderen Währung, sofern diese Instrumente nicht an einem geregelten Markt einer Börse des Europäischen Wirtschaftsraums zugelassen werden. Auszufüllen im Einzelfall in Absprache mit der Emittentin.*

<sup>32</sup> See "Use of Proceeds" wording in the Prospectus. If reason for the offer is different from making profit and/or hedging certain risks, include use of proceeds and such reasons here. Not to be completed in case of Instruments with a Specified Denomination of at least €100,000.

*Siehe "Use of Proceeds" im Prospekt. Sofern die Gründe für das Angebot nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen, sind die Verwendung der Emissionserlöse und die Gründe hier anzugeben. Nicht auszufüllen bei Instrumenten mit einer festgelegten Stückelung von mindestens €100.000.*

<sup>33</sup> If "yes" is selected, the Instruments must be issued in NGN form or must be held by CBF in CGN form. **[Include this text, if "yes" selected:** Note that the designation "yes" simply means that the [Notes][Pfandbriefe] are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the [Notes][Pfandbriefe] will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] **[include this text, if "no" is selected:** No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the [Notes][Pfandbriefe] are capable of meeting them the [Notes][Pfandbriefe] may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the [Notes][Pfandbriefe] will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit

Eurosystem-Fähigkeit

[Ja/Nein]

Yield<sup>34</sup>  
Rendite

[•]  
[•]

Historic Interest Rates<sup>35</sup>

**Zinssätze der Vergangenheit**

Details of historic [EURIBOR][EURO-LIBOR][LIBOR]  
[other rate] rates can be obtained from  
[insert relevant Screen Page, e.g. Reuters,  
[EURIBOR1][LIBOR1]]  
Einzelheiten der Entwicklung der [EURIBOR][EURO-  
LIBOR]  
[LIBOR][anderer Satz] Sätze in der Vergangenheit  
können abgerufen werden unter [relevante  
Bildschirmseite einfügen, z.B. Reuters,  
[EURIBOR1][LIBOR1]]

**Selling Restrictions**

**Verkaufsbeschränkungen**

The Selling Restrictions set out in the Prospectus shall apply.

Es gelten die im Prospekt wiedergegebenen Verkaufsbeschränkungen.

- ☐ C Rules  
C Rules
- ☐ D Rules  
D Rules
- ☐ Neither C Rules nor D Rules  
Weder C Rules noch D Rules

Conditions to which the offer is subject<sup>36</sup>

**Bedingungen, denen das Angebot unterliegt**

[Applicable][Not applicable]

[Anwendbar][Nicht anwendbar]

(The following conditions are to be deleted, if "Not applicable is chosen:

**Die folgenden Bedingungen sind zu löschen, wenn "Nicht anwendbar" gewählt wurde:)**

Total amount of the issue/offer and description of the [Specify details]  
arrangements and time for announcing to the public the  
amount of the offer  
Gesamtsumme der Emission/des Angebots und [Einzelheiten einfügen]

operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

Falls „ja“ gewählt wird, müssen die Instrumente als NGN-Form begeben werden oder von CBF als CGN verwahrt werden. [Diesen Text einfügen, wenn "Ja" gewählt wird: Zu beachten, dass die Bezeichnung "Ja" lediglich bedeutet, dass die [Schuldverschreibungen][Pfandbriefe] nach Begebung bei einem der ICSDs als gemeinsame Verwahrstelle (Common Safekeeper) hinterlegt werden sollen. Es bedeutet nicht unbedingt, dass die [Schuldverschreibungen][Pfandbriefe] nach Begebung oder während ihrer Existenz als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystems anerkannt werden. Eine solche Anerkennung wird von der Erfüllung der Kriterien für die Eurosystemfähigkeit abhängen.][Diesen Text einfügen, wenn "Nein" gewählt wird: Nein. Während die Bestimmung am Tag dieser Endgültigen Bedingungen mit "Nein" festgelegt wurde, können sich die Eurosystemfähigkeitskriterien für die Zukunft derart ändern, dass die [Schuldverschreibungen][Pfandbriefe] geeignet sind, diese zu erfüllen. Die [Schuldverschreibungen][Pfandbriefe] können dann bei einem der ICSDs als gemeinsamer Verwahrer hinterlegt werden. Es ist zu beachten, dass die [Schuldverschreibungen][Pfandbriefe] selbst dann nicht notwendigerweise als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystem entweder nach Begebung oder zu einem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird von der Entscheidung der Europäischen Zentralbank abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.]

<sup>34</sup> Only applicable for Fixed Rate Instruments.

Nur bei festverzinslichen Instrumenten anwendbar.

<sup>35</sup> Only applicable for Floating Rate Instruments. Not required for Instruments with a Specified Denomination of at least €100,000.

Nur bei variabel verzinslichen Instrumenten anwendbar. Nicht anwendbar auf Instrumente mit einer Stückelung von mindestens €100.000.

<sup>36</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
Nicht anwendbar auf Instrumente mit einer Stückelung von mindestens €100.000.

*Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum*

Time period, including any possible amendments, during which the offer will be open  
*Frist – einschließlich etwaiger Änderungen während der das Angebot vorliegt*

[Specify details]

[Einzelheiten einfügen]

Description of the application process  
*Beschreibung des Prozesses für die Umsetzung des Angebots*

[Specify details]

[Einzelheiten einfügen]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants  
*Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner*

[Specify details]

[Einzelheiten einfügen]

Details of the minimum and/or maximum amount of application, (whether in number of Instruments or aggregate amount to invest)  
*Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Instrumente oder des aggregierten zu investierenden Betrags)*

[Specify details]

[Einzelheiten einfügen]

Method and time limits for paying up the Instruments and for delivery of the notes  
*Methode und Fristen für die Bedienung der Instrumente und ihre Lieferung*

[Specify details]

[Einzelheiten einfügen]

Manner and date in which results of the offer are to be made public  
*Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind*

[Specify details]

[Einzelheiten einfügen]

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.  
*Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte*

[Specify details]

[Einzelheiten einfügen]

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 such tranche  
*Erfolgt das Angebot gleichzeitig auf den Märkten zwei oder mehrerer Länder und wurde/wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche*

[Specify details]

[Einzelheiten einfügen]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made  
*Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist*

[Specify details]

[Einzelheiten einfügen]

Expected price at which the Instruments will be offered  
*Preis zu dem die Instrumente voraussichtlich angeboten werden*

[Specify details]

[Einzelheiten einfügen]

Amount of expenses and taxes charged to the subscriber /

[Specify details]

purchaser  
Kosten/Steuern, die dem Zeichner/Käufer in Rechnung  
gestellt werden [Einzelheiten einfügen]

Name and address of the co-ordinator(s) of the global offer  
and of single parts of the offer and, to the extent known to  
the Issuer or the offeror, or the placers in the various  
countries where the offer takes place. [Specify details]

Name und Anschrift des Koordinator/der Koordinatoren  
des globalen Angebots oder einzelner Teile des Angebots  
und – sofern dem Emittenten oder dem Bieter bekannt –  
Angaben zu den Platzeuren in den einzelnen Ländern des  
Angebots. [Einzelheiten einfügen]

## Method of distribution

### Vertriebsmethode

☐ Non-syndicated  
Nicht syndiziert

☐ Syndicated  
Syndiziert

Date of Subscription Agreement<sup>37</sup> [•]  
Datum des Übernahmevertrages [•]

## Management Details including form of commitment<sup>38</sup>

### Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme

Dealer/Management Group (specify name(s) and address(es)) [•]  
Platzeur/Bankenkonsortium (Name(n) und Adresse(n) angeben) [•]

☐ Firm commitment  
Feste Zusage [•]  
☐ No firm commitment/bestefforts arrangements [•]  
Keine feste Zusage/zu den bestmöglichen Bedingungen [•]

## Consent to use the Prospectus

### Einwilligung zur Nutzung des Prospekts

[Not applicable] [The Issuer consents to the use of the Prospectus by all financial intermediaries  
(general consent).

Such general consent for the subsequent resale or final placement of Notes by the financial  
intermediaries is given in relation to [Germany] [and][Luxembourg].

The Offer Period commences on [•] and ends on [•].]

[Such consent is also subject to and given under any other clear and objective condition [•].]

[Nicht anwendbar] [Die Emittentin stimmt der Verwendung des Prospekts durch alle  
Finanzintermediäre zu (generelle Zustimmung).

Die generelle Zustimmung zu der späteren Weiterveräußerung und der endgültigen Platzierung der  
Schuldverschreibungen durch Finanzintermediäre wird in Bezug auf [Deutschland][und][Luxembourg]  
erteilt.

Die Angebotsfrist beginnt am [•] und endet am [•].]

[Diese Zustimmung steht unter jeder sonstigen und klaren  
Bedingung [•].]

<sup>37</sup> Only required for syndicated issues and Instruments with a Specified Denomination of less than €100,000.  
Nur erforderlich bei syndizierten Ziehungen und Instrumenten mit einer Stückelung von weniger als €100.000.

<sup>38</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.

**Commissions<sup>39)</sup>  
Provisionen**

Management/Underwriting Commission (specify) [•]  
Management- und Übernahme provision (angeben) [•]

Selling Concession (specify) [•]  
Verkaufs provision (angeben) [•]

Listing Commission (specify) [•]  
Börsenzulassungs provision (angeben) [•]

Other (specify) [•]  
Andere (angeben) [•]

**Stabilising Dealer/Manager** [insert details] [None]  
**Kursstabilisierender Dealer/Manager** [Einzelheiten einfügen/keiner]

**Admission to Trading and Dealing Arrangements** [Yes][No]  
**Zulassung zum Handel und Handelsregeln** [Ja][Nein]

☐ Luxembourg  
Luxemburg

Regulated Market "Bourse de Luxembourg"  
Geregelter Markt "Bourse de Luxembourg"

☐ Other (insert details) [insert respective markets]  
Sonstige (Einzelheiten einfügen) [betreffende Märkte einfügen]

Expected Date of admission<sup>40)</sup> [•]  
Erwarteter Termin der Zulassung [•]

Estimate of the total expenses related to admission to trading<sup>41)</sup> [•]  
Geschätzte Gesamtkosten für die Zulassung zum Handel [•]

All regulated markets or equivalent markets on which, to the knowledge of the Issuer, Instruments of the same class of the Instruments to be offered or admitted to trading are already admitted to trading.<sup>42)</sup> [not applicable][specify details]

Angabe aller geregelten oder gleichwertigen Märkte, auf denen nach Kenntnis der Emittentin Instrumente der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind. [Nicht anwendbar]  
[Einzelheiten einfügen]

☐ Luxembourg  
Luxemburg  
Regulated Market "Bourse de Luxembourg"  
Geregelter Markt "Bourse de Luxembourg"

☐ Other (insert details) [•]  
Sonstige (Einzelheiten einfügen) [•]

Name and address of the entities which have commitment to act as intermediaries in secondary trading, providing liquidity through [not applicable]  
[specify details]

<sup>39)</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.

<sup>40)</sup> To be completed only, if known.  
Nur auszufüllen, sofern bekannt.

<sup>41)</sup> Only for syndicated issues and Instruments with a Specified Denomination of at least €100,000.  
Nur bei syndizierten Ziehungen und Instrumenten mit einer Stückelung von mindestens €100.000.

<sup>42)</sup> Only to be completed in case of an increase. In case of a fungible issue, need to indicate that the original Instruments are already admitted to trading. Not required for Instruments with a Specified Denomination of at least €100,000.  
Nur auszufüllen im Falle einer Aufstockung. Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Instrumente bereits zum Handel zugelassen sind.  
Nicht erforderlich bei Instrumenten mit einer festgelegten Stückelung von mindestens €100.000.

bid and offer rates and description of the main terms of their commitment.<sup>43</sup>

*Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediate im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung* [nicht anwendbar] [Einzelheiten einfügen]

#### Rating<sup>44</sup>

[The [Programme has/Instruments to be issued have] been rated:

[Standard & Poor's: [●]]

[Moody's: [●]]

[[Other]: [●]]

[This credit rating has / These credit ratings have] been issued by [insert full name of legal entity which has given the rating] which

[is not established in the European Union but a European Union affiliate has applied for registration under Regulation (EC) No. 1060/2009, as amended from time to time, indicating an intention to endorse its ratings, although notification of the corresponding registration decision (including its ability to endorse [●] ratings) 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, as amended from time to time, although notification of the corresponding 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 under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended from time to time, and named on the list of registered rating agencies published on the website of the European Securities and Markets Authority ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)).]]

#### Rating

[Das [Programm wurde / die zu begebenden Instrumente wurden] von:

[Standard & Poor's: [●]]

[Moody's: [●]]

[[Andere]: [●]]

geratet.

[Dieses Rating wurde][Diese Ratings wurden] von [vollständigen Namen der juristischen Person, die das Rating abgibt einfügen] abgegeben. [vollständigen Namen der juristischen Person, die das Rating abgibt einfügen]

[hat [ihren][seinen] Sitz nicht in der europäischen Union, aber eine europäische Tochtergesellschaft hat die Registrierung gemäß der Verordnung (EG) Nr. 1060/2009, in der jeweils geltenden Fassung, beantragt und die Absicht angezeigt, Ratings abzugeben, obwohl die entsprechende Registrierungsentscheidung (einschließlich der Entscheidung über die Nutzung von Ratings, die von [●] abgegeben wurden) durch die zuständige Aufsichtsbehörde noch nicht zugestellt wurde.]

[hat [ihren][seinen] Sitz

<sup>43</sup> Not required for Instruments with a Specified Denomination of at least €100,000.  
Nicht erforderlich bei Instrumenten mit einer Stückelung von mindestens €100.000.

<sup>44</sup> In case of Instruments with a Specified Denomination of less than €100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.  
Bei Instrumenten mit einer Stückelung von weniger als €100.000, kurze Erläuterung der Bedeutung des Ratings, wenn dieses unlängst von der Ratingagentur erstellt wurde.

*[in der Europäischen Union und die Registrierung gemäß der Verordnung (EG) Nr. 1060/2009, in der jeweils geltenden Fassung, beantragt, wenngleich die Registrierungsentscheidung der zuständigen Aufsichtsbehörde noch nicht zu-gestellt worden ist.] ~~[[nicht]~~ in der Europäischen Union und [ist / ist nicht] gemäß der Verordnung (EG) Nr. 1060/2009 über Ratingagenturen, in der jeweils geltenden Fassung, registriert und in der Liste der registrierten Ratingagenturen auf der Internetseite der European Securities and Markets Authority ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)) genannt.]]*

**THIRD PARTY INFORMATION  
INFORMATIONEN VON SEITEN DRITTER**

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

*Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.]*

DVB Bank SE

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(as Issuer)

(als Emittentin)

**[Name & title of signatory]**

**[Name und Titel des Unterzeichnenden]**

**[ANNEX TO THE FINAL TERMS**

**ISSUE-SPECIFIC SUMMARY**

**[Title of relevant Series of Instruments]]**

**[(Note:** The Issue-Specific Summary is to be annexed to the Final Terms fully completed for the Instruments. The Issue-Specific Summary contains the information laid out in the summary set out in the Debt Issuance Programme Prospectus dated 5 May 2017 which is relevant for the Instruments.)]

**[ANHANG ZU DEN ENDGÜLTIGEN BEDINGUNGEN**

**EMISSIONSBEZOGENE ZUSAMMENFASSUNG**

**[Bezeichnung der betreffenden Serie der Instrumente]]**

**[(Hinweis:** Die Emissionsbezogene Zusammenfassung ist den Endgültigen Bedingungen vollständig ausgefüllt als Anhang beizufügen. Die Emissionsbezogene Zusammenfassung enthält die Angaben aus der im Debt Issuance Programme Prospekt vom 5. Mai 2017 angelegten Zusammenfassung, die für die Instrumente relevant sind.)]

## INFORMATION ABOUT DVB BANK SE AND DVB GROUP

### Overview

DVB Bank SE is a fully licensed bank in accordance with the German Banking Act (*Kreditwesengesetz*, "**KWG**") and is the parent company of the DVB Group. DVB is specialised in providing finance for selected segments of the global transport market and is a provider of selected transport-market-related services.

DVB offers its service range in all its business divisions at a global level, focusing on a selected service offer for selected clients. All products and services of DVB are related to assets employed in the transport sector – for example vessels, aircraft, rail-based rolling stock and rail-related vehicles, offshore support vessels and offshore drilling platforms.

The following table gives an overview over the different core business areas in which products and services are offered by DVB's Transport Finance business divisions:

| <b>Business Divisions</b>               | <b>Shipping Finance</b>                                                                                                                                                                                      | <b>Aviation Finance</b>                                                                                                                                                                                                                                                                                       | <b>Offshore Finance</b>                                                                                                                                                                                      | <b>Land Transport Finance</b>                                                                                                                                                                                |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Assets financed (business areas)</b> | Tankers<br><br>Dry bulk carriers<br><br>Container ships<br><br>Car carriers<br><br>Container boxes                                                                                                           | Passenger aircraft<br><br>Freight aircraft<br><br>Aircraft engines                                                                                                                                                                                                                                            | Offshore support vessels<br><br>Subsea and construction vessels<br><br>Drilling units<br><br>Floating production, storage and offloading units                                                               | Rail-based (freight cars, locomotives, passenger train sets)<br><br>Rail-related (container chassis)                                                                                                         |
| <b>Products</b>                         | Structured Asset Lending<br><br>Asset & Market Research<br><br>Risk Distribution & Loan Participations<br><br>Corporate Finance Solutions<br><br>Client Account<br><br>Private Equity Sourcing & Investments | Structured Asset Lending<br><br>Asset & Market Research<br><br>Risk Distribution & Loan Participations<br><br>Corporate Finance Solutions<br><br>Client Account<br><br>Private Equity Sourcing & Investments<br><br><b>Aviation Finance solely:</b><br><br>Advisory Services<br><br>Aviation Asset Management | Structured Asset Lending<br><br>Asset & Market Research<br><br>Risk Distribution & Loan Participations<br><br>Corporate Finance Solutions<br><br>Client Account<br><br>Private Equity Sourcing & Investments | Structured Asset Lending<br><br>Asset & Market Research<br><br>Risk Distribution & Loan Participations<br><br>Corporate Finance Solutions<br><br>Client Account<br><br>Private Equity Sourcing & Investments |

DVB's business activities are based on its market analyses (**Asset & Market Research**). The Asset & Market Research teams analyse the development of the transport market segments that are relevant for DVB's business activities and the market development of individual assets financed by DVB.

The Shipping Finance, Aviation Finance, Offshore Finance, and Land Transport Finance division form the **Transport Finance** business. Each of these business divisions is focusing on certain business areas in the relevant transport market sector. The Transport Finance business divisions are predominantly providing financing and advisory and corporate finance services as well as specific asset-oriented services for DVB's clients in the four sub-markets of shipping, offshore, aviation and land transport of the international transport market.

In the **Investment Management** business division (with its product Private Equity Sourcing & Investments), DVB acts as an initiator, adviser and asset manager in the market for closed-end funds in the fields of aviation (Aviation Investment Management (AIM) business area) and shipping and land transport (Shipping and Intermodal Investment Management (SIIM) business area). These closed-end funds invest, for example, in aircraft or vessels. The funds initiated by DVB are geared towards professional investors. Currently DVB assumes a substantial equity risk in respect of these funds. DVB may also provide loans to these funds if and when required. Through its Investment Management business division, DVB targets, on the one hand, investors who are looking for investment opportunities in the transport sector. On the other hand, the funds enable DVB to offer its clients equity products for the financing of investment projects.

DVB's segmentation for reporting purposes largely reflects its organisation by business divisions. Each of DVB's Shipping Finance, Aviation Finance, Offshore Finance, Land Transport Finance and Investment Management divisions comprises its own segment. The afore-mentioned are DVB's core segments. Treasury is reported as an additional segment and includes income and expenses from liquidity, interest and capital structure management. The other business areas that are not individually reportable segments, including ITF International Transport Finance Suisse AG ("**ITF Suisse**") and other activities that are no longer in line with DVB's strategy, as well as the internal service center functions (Corporate Finance as well as Financial Institutions and Syndications), are summarised under "Other". Amounts from consolidation adjustments, as well as reconciliation items for Group reporting purposes (reconciling from DVB's internal reporting to its external reporting under IFRS) are reported under "Reconciliation/consolidation".

### **Market and competition**

DVB is active in the international transport market, with a focus on the market for transport-sector-related finance. Based on the mode of transport, this market is segmented into shipping, aviation and land transport. Each of these sub-markets is in turn further segmented on the basis of various criteria.

In terms of lending philosophy, a distinction must be drawn between banks specialised in transport market finance, who usually pursue an asset-oriented approach, and banks who base their lending decisions on the borrower's organisation as a whole and require additional collateral (so-called corporate lenders). The number and market share of banks that are not specifically specialised in the transport market but offer finance for companies from the transport industry is subject to cyclical fluctuations. Both groups of lenders may limit their activities to one or more sub-markets of the transport market. Furthermore, they may either restrict their activities to specific regions or operate on a global level.

Notwithstanding the high cyclicity of the transport markets, DVB expects that the transport sector overall will experience growth on the long term. With its cycle-neutral business model, DVB tries to adapt to the currently challenging market environment.

DVB regards as its main competitors in the shipping finance and offshore finance markets globally or regionally active banks with a clear focus on shipping finance. Other competitors are banks which are not in particular focused on shipping finance but have established a shipping finance division and alternative capital providers. With regard to the advisory services provided in connection with the raising of equity or debt finance on the capital market (Corporate Finance Solutions), DVB provides transport-related businesses with investment banking services, competing with (i) the investment banking affiliates of other transport finance lenders as well as (ii) independent investment banking firms.

DVB believes that the competitive situation in the area of aviation financing differs according to the relevant financing product offered. DVB's main competitors are globally or regionally active banks with a clear focus on aviation financing. In so far as DVB offers additional services it also competes with service providers specialised on such type of services. For example the services offered by the Aviation Asset Management team as a supplement to the Structured Asset Lending in connection with the sale of aircraft, the administration of aircraft leases and the provision of advice to leasing companies, equity and bond investors in the aviation sector, are services in the aviation market which are also offered by other companies.

The land transport financing market has a regional orientation, in which DVB primarily focuses on Europe, North America and Australia. DVB's principal European competitors are global players as much as regionally active banks with a focus on financing land transportation. In addition to banks and insurance companies with a regional focus, the competition in North America and Australia also includes internationally active banks.

In respect of its services as an arranger, adviser and/or portfolio manager for funds in the shipping, offshore, aviation and land transport segments offered within the Investment Management division, DVB is competing in a global market with other arrangers, advisers and portfolio managers that provide the relevant services.

### Group Structure

DVB Bank SE, Frankfurt am Main, is the parent company of DVB. In addition to its operating activities, DVB Bank SE fulfils central group management functions for DVB, including risk management, financial controlling, reporting and tax accounting, human resources, treasury, compliance and communications. The majority of the companies belonging to DVB are wholly owned by DVB Bank SE, with the stakes either directly held by DVB Bank SE itself or indirectly, via wholly-owned subsidiaries of DVB Bank SE. The following table provides an overview of DVB Bank SE's main subsidiaries directly or indirectly held by DVB Bank SE as well as the branches and representative offices:

| <b>Subsidiaries of DVB Bank SE</b>                                                                                  | <b>Branches and representative offices of DVB</b> |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| DVB Holding (US) Inc., New York, USA (100%)<br>- DVB Capital Markets LLC, New York, USA (100%)                      | DVB Bank SE, Amsterdam Branch, The Netherlands    |
| DVB Bank America N.V., Willemstad, Curaçao (100%)                                                                   | DVB Bank SE, Athens Branch, Greece                |
| DVB Group Merchant Bank (Asia) Ltd., Singapore (100%)                                                               | DVB Bank SE, London Branch, United Kingdom        |
| DVB Transport Finance Ltd, London, United Kingdom (100%)<br>- DVB Transport Finance Ltd, Tokyo Branch, Tokyo, Japan | DVB Bank SE, Nordic Branch, Oslo, Norway          |
| DVB Holding GmbH, Frankfurt am Main, Germany (100%)                                                                 | DVB Bank SE, Singapore Branch, Singapore          |
| ITF International Transport Finance Suisse AG, Zurich, Switzerland (100%)                                           | DVB Bank SE, Representative Office New York, USA  |
| LogPay Financial Services GmbH, Eschborn, Germany<br>- LogPay Transport Services GmbH, Eschborn, Germany            | DVB Bank SE, Hamburg Office, Germany              |

The following amendments to DVB Group's legal structure took place with effect from 1 January 2017:

- the former DVB Bank SE Representative Office Greece became DVB Bank SE Athens Branch; and

- the former DVB Transport (US) LLC became DVB Bank SE Representative Office New York.

DVB Bank America N.V., Willemstad, Curaçao and DVB Transport Finance Limited, London are subsidiaries of DVB Bank SE which are licensed lenders. DVB Bank SE, Singapore Branch started operations as at 1 January 2015.

DVB Holding GmbH is a holding company via which DVB Bank SE holds among others a participation of 40% in TES Holdings Ltd. This is the holding company of TES Aviation Group. TES Holdings Limited and its subsidiaries ("**TES Aviation Group**") offer to third parties aero engine asset management services for aircraft engines. Further TES Aviation Group engages in these activities for its own account and is an active purchaser of aircraft and aircraft engines. With its own aircraft engines, the TES Aviation Group acts as a lessor; in addition, TES Aviation Group trades in jet engine spare parts. DVB indirectly holds 40% of the shares of TES Holdings Ltd.

Notwithstanding its general commitment to employ its own capital when financing the assets of Transport Finance clients, DVB syndicates portions of this lending volume to other financial institutions. In November 2015, the Board of Managing Directors decided to cease the marketing activities of ITF Suisse, a subsidiary of DVB Bank SE, which was active on the interbank market and engaged in sub-participations in loans granted by other banks in the transport sector (loan participations). The Financial Institutions and Syndications team will henceforth be the contact, to all transport segments, for collateralised syndicated loans and portfolio transactions in the international bank market.

LogPay Financial Services GmbH is specialised in the collection and settlement of claims in the transport sector and offers in co-operation with its parent company, receivables management services in the "Freight and Logistics", "Toll Charges" and "Passenger Services" segments to large freight and passenger service providers.

### **Business divisions**

DVB's business divisions are:

- Shipping Finance;
- Aviation Finance;
- Offshore Finance;
- Land Transport Finance; and
- Investment Management.

These business divisions are complemented by

- the Financial Institutions & Syndications team (product: Risk Distribution & Loan Participations, i.e. outplacement of the risks assumed by DVB);
- the DVB Corporate Finance team (product: Corporate Finance Solutions, i.e. the offering of advise and services with regard to M&A transactions, the access to equity & debt capital markets and structured financing products to clients); and
- Treasury (product: refinancing of DVB, managing interest and currency risks, as well as asset/liability management).

### **Transport Finance business – Overview**

Distinguishing by the type of earnings, DVB's business activities can be broken down into activities that generate interest income and those that generate net fee and commission income.

DVB's interest-income-generating core business is the Structured Asset Lending business in the Shipping Finance, Aviation Finance, Offshore Finance and Land Transport Finance business divisions. In the Structured Asset Lending business, DVB concentrates on the asset-oriented financing of mobile transport assets.

Net fee and commission and other operating income is generated by providing financing advice and financing services (Corporate Finance Solutions), asset specific services (Aviation Asset Management), Advisory Services (the provision of consultancy services) and Risk Distribution & Loan Participations (e.g. assumption of function as lead arranger for syndicated loans).

The Shipping Finance division is divided regionally in two hemispheres (the “**Eastern Hemisphere**” and the “**Western Hemisphere**”) which are further split into five specific regions (i) APAC, Near & Far East, (ii) Greece (together forming the Eastern Hemisphere), (iii) Americas, (iv) Nordic and (v) European (together forming the Western Hemisphere). Each regional group is focusing on multiple shipping sectors in its local market.

The main product of the Transport Finance business divisions is providing financing to its clients in the four sub-markets of shipping, offshore, aviation and land transport of the international transport market (**Structured Asset Lending**). The product Structured Asset Lending includes the extension of loans and the development of customised structured finance against security interests in the assets being financed and in the cash flows generated by these assets. Moreover, DVB syndicates loans granted by it, and places risks incurred by it, to other market participants (**Risk Distribution & Loan Participations**). In addition, advisory services are offered, including the provision of advice to clients for corporate acquisitions and divestments (M&A business), strategic financing decisions, refinancing and the funding of acquisitions as well as services relating to accessing the equity and debt capital markets and using structured financing products (**Corporate Finance Solutions**). In April 2015, DVB Bank SE entered into a Co-operation Agreement with Arctic Securities AS, a Norwegian investment bank based in Oslo, in order to expand these services. The aim of the co-operation is to jointly explore select commercial opportunities where the resources and capabilities of each institution can complement one another. As supplementary service DVB offers its customers also to open current accounts in connection with financing transactions with DVB (**Client Account**). The Aviation Finance division provides additional asset-oriented, industry-specific services in connection with (i) the sale of aircraft, the lease management of aircraft and the technical and general consultancy to airlines, lessors, investors and bondholders in the aviation sector (**Aviation Asset Management**), (ii) advisory services in connection with acquiring and financing aircraft (**Advisory Services**), and (iii) for the management of aero engines via the TES Aviation Group (**Aero Engine Financing and Engine Asset Management**).

With regard to DVB's interest income generating Structured Asset Lending business the following principles are applied in particular:

#### *Asset-based lending philosophy*

DVB considers itself a specialised asset financier to the transport sector. Accordingly, DVB pursues a lending philosophy making loan decisions dependent on the asset quality and the cash flows which the borrower can generate with the asset in order to meet its payment obligations. The principal consideration when making a lending decision is therefore the ability to realise the asset. Consequently, DVB does not extend uncollateralised loans (except in exceptional cases).

In line with its asset-orientation approach, DVB also grants, among other things, loans for which repayment in the event of default by the borrower can only be realised via the asset financed and the cash flows that have been generated or can be generated by this asset (so-called non-recourse loans).

In taking its lending decision, DVB considers aspects such as the asset type financed, manufacturer, age, expected useful life and usability in other countries for every asset financed. In line with its asset-orientation approach, DVB is also prepared to take recourse without delay to the asset financed if the borrower defaults on its contractual obligations (particularly in the case of non-payment of loan instalments) and to endeavour realising the asset without delay. Such realisation may take the form of DVB taking over the asset and using it for the generation of income through letting, leasing out or chartering out (e.g. to avoid its disposal during a cyclical market slump). Another possibility is the immediate or subsequent disposal of the asset.

Moreover, loan applications are also assessed as to whether the income stream required for the sustained servicing of the loan is ensured by way of a contractual agreement (e.g. long-term charter agreements) with a borrower having good credit standing. This assessment is primarily based on the creditworthiness of the party using the asset.

#### *Research and internal rating as elements of the loan decision-making process*

To assess the creditworthiness of its borrowers and the recoverability of the assets financed, DVB primarily avails itself of its research capabilities in the Shipping Finance, Aviation Finance, Offshore Finance, and Land Transport Finance division. These research capabilities and the request for information from its clients before and after contract conclusion provide DVB with an insight into the borrower's overall business situation as well as the cash flows to be expected from the asset being financed.

The in-house research performed by DVB which takes into account third party sources provides the basis for the Group's assessment if and how the asset financed can be realized in case of a default. The research performed focuses on the developments in the various transport markets and their sub-markets. A further research topic is the development of the demand for specific assets (such as certain vessels or aircraft) and for the charter or leasing rates achievable for such assets. The insights gained from this research may be used to arrive at projections as to how the value of various assets, which are taken into consideration when structuring the individual loans, will develop in the future.

For the valuation of collateral furnished in the Shipping Finance, Aviation Finance, Offshore Finance, and Land Transport Finance divisions, DVB also uses external appraisals by selected appraisers or brokers.

DVB combines its research insights and the client information into an internal rating. Given the high significance of counterparty risk, DVB Bank SE has developed in accordance with regulatory requirements an internal actuarial rating model (IRM) for its Shipping Finance, Aviation Finance, Offshore Finance, and Land Transport Finance business division. Accordingly, DVB Bank SE is permitted to determine the required equity cover for positions that are exposed to counterparty risk using an approach based on internal ratings (Internal-Ratings-Based Approach, "**IRBA**") in the form of the so-called Advanced IRBA. Under the Advanced IRBA, DVB not only estimates the probability of default ("**PD**") associated with a given client but also the expected loss given default ("**LGD**"), taking into consideration the recognisable collateral, and the anticipated extent of the claim at the time of default (exposure at default, "**EAD**").

## Shipping Finance

### Profile

|                                             |                                                                                                                                                                                    |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Assets financed:</i>                     | Tankers, dry bulk carriers, container ships, car carriers and container boxes.                                                                                                     |
| <i>Products</i>                             | Structured Asset Lending, Asset & Market Research, Risk Distribution & Loan Participations, Corporate Finance Solutions, Private Equity Sourcing & Investments and Client Account. |
| <i>Clients:</i>                             | Smaller to larger public and private companies (shipowners, shipping companies and charterers).                                                                                    |
| <i>Core regions of business activities:</i> | Europe, North and South America and Asia.                                                                                                                                          |

### Market

The shipping market is divided into several sub-markets which are based on the various goods being shipped, the associated requirements for the vessels and in part also on the requirements posed by the waterways (e.g. maximum tonnage for passing through the Panama Canal or the Suez Canal). Furthermore, DVB also includes the container market (i.e. the market for containers as a low-cost means of cargo transportation) in the shipping market. The offshore sector focusing on equipment and facilities for the exploitation of marine petroleum and natural gas deposits is treated by DVB as an independent specialised market.

The development of the shipping market depends on a wide range of factors, including the development of the global economy, the international division of labour, global trading trends, oil production quotas, the cargo handling capacity of ports, fuel costs (which can influence the speed of the voyage) and the number of existing and new vessels built.

In terms of volumes and performance, container, dry bulk and crude oil shipping is of vital importance for world trade. Although the crude oil tankers could benefit from positive short-term factors, a continuing overcapacity in all these shipping segments poses a burden on the shipping segments and puts pressure on the charter rates in the long-term.

### Strategy

DVB pursues a regional approach to shipping finance with strategically located client coverage teams with a high level of professional and financing competency throughout multiple shipping sectors

within the customers' relevant local markets. In addition to this regional knowledge of the coverage teams and relationship managers DVB's Shipping and Offshore Research supports its lending decision making process by enhancing DVB's industry, market and asset knowledge. This research supports DVB in forming a more profound understanding of specific assets, industry drivers and value chains as well as its clients' strategic financing needs, which enables DVB to anticipate market changes and to adjust the business segment and portfolio strategy in a flexible and timely fashion. DVB's risk management complements this regional approach by constantly monitoring and proactively managing risks and by a continuous strengthening of its early warning and risk management policies and procedures for DVB's shipping loan portfolio. Accordingly, DVB only assumes such risks where it considers to have received sufficient collateral and reasonable margins. Against the background of the persistent downtrend in some segments of the international shipping industry and the crisis on global offshore markets caused by the slump in crude oil prices, the Board of Managing Directors resolved to establish the Credit and Asset Solution Group ("CASG"), with effect from 1 January 2016. CASG's objective is to reduce problematic exposures as efficiently, and with as minimal realised losses, as possible. CASG unifies DVB's top restructuring experts, as well as some new external staff members, institutionalising the restructuring skills in DVB's operational structure – to ensure that this expertise is permanently available to protect the Bank's capital. In addition, DVB's research and risk management are involved in the review process of loans in order to be able to deal with problem loans as early as possible.

## **Products**

### **Structured Asset Lending**

Structured Asset Lending concentrates on asset-based financing and the structuring of financing solutions for vessels, and containers. The Structured Asset Lending comprises both recourse and non-recourse financing but in particular traditional asset-/project-based financing – mostly post-delivery with full recourse to a substantial obligor.

During 2015 the Shipping Finance division's business model was changed from a sectorised to a regional approach. The former structure of three distinct global sector groups in line with the assets financed (i) Container, Car Carrier, Intermodal & Ferry Group, (ii) Tanker Group, and (iii) Dry Bulk Group was re-established in the Eastern Hemisphere and the Western Hemisphere. With this structural change, DVB offers its clients a high level of professional and financing competency throughout multiple shipping sectors within the customers' local markets.

Also in the Shipping Finance division, DVB's lending practice is based on DVB's market expertise, systematically gained through its Asset & Market Research unit. The research team follows the various shipping markets as well as the development of the value of various types of vessels. On this basis, DVB is prepared to provide shipping finance against security interests in the financed vessels and their cash flow and to assume asset risks so long as the asset, in which DVB acquires a security interest, appears to be sound collateral with a view to its realisation.

As main component the Structured Asset Lending encompasses mainly senior secured and second lien structures. Moreover, DVB offers its clients more structured lending such as leasing and tax oriented finance structures.

Any loans approved by DVB are accommodated in return for the creation of security interests. In accordance with DVB's asset-oriented loan philosophy, DVB then constantly monitors the value of the assets it finances.

### **Risk Distribution & Loan Participations**

DVB's Financial Institutions and Syndications team focuses on the syndication of the lending exposures assumed by DVB as well as other possibilities for the outplacement of DVB's credit risk exposure. On the one hand, the Financial Institutions and Syndications team is involved in the syndication of loans, arranged by DVB, in the interbank market (primary market). On the other hand, this team also offers clients the opportunity of a private placement of the structured finance products issued by these clients. DVB believes that its ability to arrange, underwrite and syndicate large-volume financings is an important factor for clients interested in large-scale finance solutions. In DVB's view, its position as a lead arranger also offers the potential of additional commission income.

### **Corporate Finance Solutions**

The product Corporate Finance Solutions is provided by DVB Corporate Finance to DVB's clients. The product comprises advisory services with regard to the full range of corporate finance, M&A activities, capital markets and related corporate finance matters. In particular, DVB supports clients in

identifying new and diverse sources of funds in the capital markets, and accessing those funds and provides M&A and restructuring advice as well as arranges debt and equity financings.

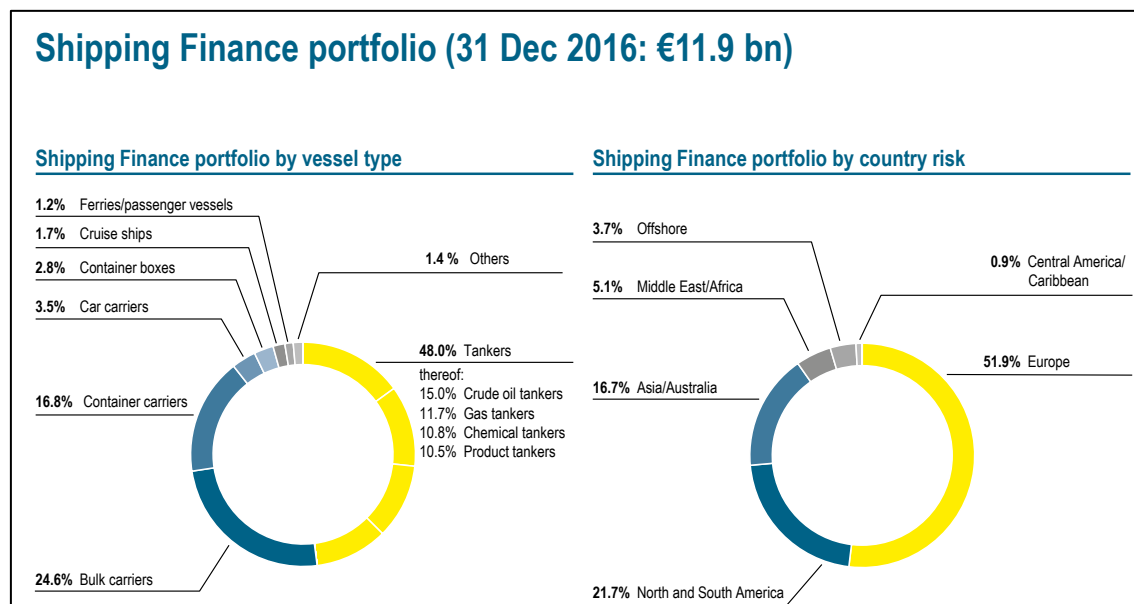
#### Client Account

With the aim to offer its borrowing clients a centralised account management and itself access to the cash flows of the borrowing clients, DVB offers its borrowing clients the opportunity to open current accounts which are required primarily in conjunction with a financing transaction. The service comprises a broad and flexible range of account types, such as income accounts, retained earnings accounts, or accounts for maintenance reserves.

#### Portfolio

As at 31 December 2016, the customer lending volume of the Shipping Finance division amounted to €11.9 billion, 45.9% of DVB's total customer lending volume. At that time, the Shipping Finance portfolio consists largely of lending business denominated in US dollars 96.5%, the currency the majority of vessels is traded in.

DVB's Shipping Finance portfolio is diversified on several levels, specifically it is diversified by vessel type and by country risk.



The granularity of the Shipping Finance portfolio was good, with the average lending exposure per client as of 31 December 2016 standing at €40.0 million very close to the previous year's average exposure (€40.5 million). The number of clients where exposure exceeded €50 million totalled 83 in 2016 (previous year: 81 clients).

## **Aviation Finance**

### *Profile*

|                                             |                                                                                                                                                                                                                                                                 |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Assets financed:</i>                     | Passenger aircraft, freighter aircraft and aircraft engines.                                                                                                                                                                                                    |
| <i>Products:</i>                            | Structured Asset Lending, Asset & Market Research, Risk Distribution & Loan Participations, Corporate Finance Solutions, Private Equity Sourcing & Investments, Client Account and solely in Aviation Finance: Advisory Services and Aviation Asset Management. |
| <i>Clients:</i>                             | Airlines, operating lessors and logistic companies.                                                                                                                                                                                                             |
| <i>Core regions of business activities:</i> | Europe, North and South America, Asia and Middle East/Africa.                                                                                                                                                                                                   |

### *Market*

The aviation market is divided into several sub-markets: passenger and freighter aircraft plus aircraft engines. Moreover, a further distinction must be drawn between scheduled air traffic and charter traffic. In addition, the air transport market is divided into regional markets (Europe, North and South America, Asia and Middle East/Africa).

Despite political unrest, terrorism, increasing populist rhetoric and an increasing threat of protectionism, global airlines in 2016 once more enjoyed a solid 6.3% demand growth for air travel (in revenue passenger kilometres; "RPK") according to the International Air Transport Association ("IATA"). This number is slightly down from the 2015 peak level (+7.4%) but above the longer-term trend of 5.5%. With a 6.2% increase in capacity (in available seat kilometres; ASK), the global airlines saw their passenger load factor further improve from an already high 80.4% in 2015 to 80.5% last year. Furthermore, North American and European carriers enjoyed load factors around 83%.

Despite widespread ticket discounting, slowly increasing fuel costs and – in some parts – a significant increase in labour costs, IATA expects 2016 profits of US\$35.5 billion for the global aviation industry, a new record level. Therefore, DVB's Aviation Finance remains active in a stable environment. The aviation finance market itself, however, was continuously characterised by strong competition and persistently high liquidity.

### *Strategy*

DVB features an Aviation Finance platform, meticulously constructed with a view to being a constant provider of aviation capital and services during different economic cycles. DVB is one of the largest providers worldwide of recourse and non-recourse commercial debt to passenger and cargo airlines, and to aircraft lessors. DVB views the continuing development of its asset-based lending activity as a way of further expanding business in the sector. Specifically, DVB considers its willingness to finance used equipment, and to assume residual value risk on the sales proceeds of aircraft, as a competitive advantage. As such, DVB will continue to adopt a proactive approach to maintaining and growing its portfolio, in line with well-established lending guidelines and principles.

In order to build on this core business, Aviation Finance maintains a strong network of relationships with clients and industry partners who perceive DVB as a bank that understands their business and assets, whilst possessing the expertise to provide value-added financial solutions. DVB's scope of products and services is positioned to offer a "cradle-to-grave" approach to aircraft and related equipment, ranging from – at one end of the life spectrum – providing pre-delivery finance for aircraft still to be delivered, to a tear-down solution for aircraft and spare engines, at the other end. Within this spectrum DVB provides a range of finance, advisory, research and asset management services, following the lifecycle of aero equipment.

### *Products*

#### **Structured Asset Lending**

As part of Structured Asset Lending, which comprises recourse and non-recourse lending and all related activities, including structuring, arranging, underwriting and loan agency, DVB provides asset-oriented loan finance for aircraft and aircraft engines.

The financing solutions offered by DVB encompass both traditional loans and leasing financing (full-recourse operating leases, limited-recourse operating leases, tax-based leases) as well as bridge finance and structured financing. In case of non-recourse financings, DVB takes residual risk on the sales proceeds of aircraft at the maturity of a loan or lease agreement. In rare cases, DVB also offers clients a financing solution in the form of a DVB participation in a single-purpose entity which will acquire the asset, against the background of comprehensive contractual stipulations and the creation of property charges over the asset.

The lending practice of the Aviation Finance division is based on DVB's understanding of the market as well as research covering the aviation market and the aircraft and aircraft engines to be financed. On the basis of the insights gained, DVB is prepared to finance specific aircraft and aircraft engines against *in rem* security rights in the assets financed and in the cash flow generated by these assets. Against this background, DVB focuses, in particular, on the residual value of the asset being financed at the end of its useful life, as scheduled at the time of approving the granting of finance.

DVB's assessment of the collateral value is based on expert valuations for assets of the same type and age (and only in exceptional cases on an individual valuation of the asset) as well as the insights gained by DVB's in-house research. In the event of a positive lending decision, DVB continuously monitors the development of the value and the deployment of the aircraft being financed.

#### Risk Distribution & Loan Participations

DVB's Financial Institutions & Syndications team also assists the Aviation Finance division with its Structured Asset Lending activities. It focuses on the syndication of the lending exposures assumed by DVB as well as other possibilities for the outplacement of DVB's credit risk exposure.

#### Corporate Finance Solutions

With the product Corporate Finance Solutions DVB offers clients of its Aviation Financing division advisory services with regard to the full range of corporate finance, M&A activities, capital markets and related corporate finance matters. In particular, DVB supports clients in identifying new and diverse sources of funds in the capital markets, accessing those funds, provides M&A and restructuring advice as well as it arranges debt and equity financings.

#### Client Account

With the aim to offer its borrowing clients a centralised account management and itself access to the cash flows of the borrowing clients, DVB offers its borrowing clients the opportunity to open current accounts which are required primarily in conjunction with a financing transaction. The service comprises a broad and flexible range of account types, such as income accounts, retained earnings accounts, or accounts for maintenance reserves.

#### Advisory Services

The Advisory Services in the Aviation Finance division are performed by a dedicated advisory unit, the Aviation Financial Consultancy team. This unit's headcount includes employees, who have comprehensive expertise in the banking and lending business as well as the airline sector. Based on the expertise concentrated in this segment, DVB's advisory services include financing advice, lease-versus-buy analysis, aircraft procurement advice, advice in relation to sale and leaseback transactions, business plan and development strategy reviews, and restructuring advice. The clients of such services provided by DVB are airlines, lessors and investors.

#### Aviation Asset Management

The Aviation Asset Management team offers third-party aircraft management services, which includes services for aircraft remarketing, lease management, and technical and general consultancy services. These services are offered to clients both as a package and individually. The clients are airlines, lessors, investors, bond holders and financial institutions active in the sector.

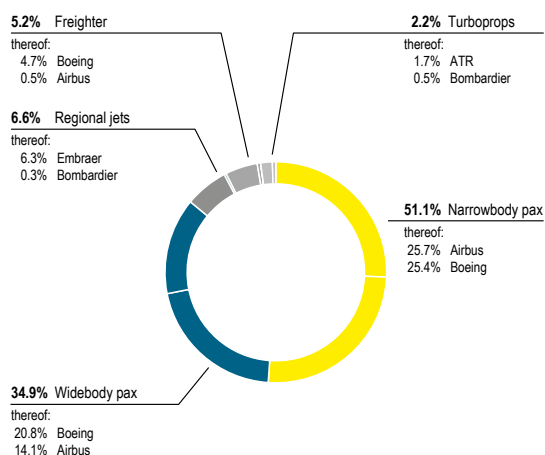
#### Portfolio

As at 31 December 2016, the Aviation Finance loan portfolio (volume of customer lending) amounted to €8.7 billion, equating to 33.6% of DVB's total loan portfolio. At that time, 98.1% of the loan portfolio of Aviation Finance was denominated in US dollars.

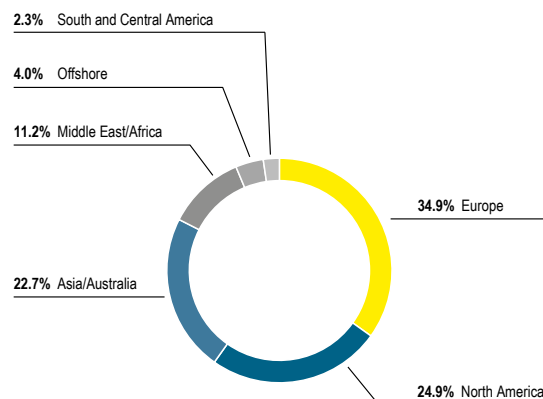
DVB's Aviation Finance portfolio is diversified on several levels, specifically it is diversified by aircraft type and by country risk.

## Aviation Finance portfolio (31 Dec 2016: €8.7 bn)

### Aviation Finance portfolio by aircraft type



### Aviation Finance portfolio by country risk



In terms of the vintage of aircraft financed at year-end 2016, 41.4% of the portfolio is three years old or less and 63.8% of the portfolio is less than six years (previous year: 42.7% and 62.2%, respectively). Whilst Aviation Finance is experienced in financing aircraft across the full age spectrum, and indeed this is often a competitive edge, younger aircraft (as well as narrowbody aircraft) are more readily sold or leased in case of need (i.e. a client default). So this age profile of the portfolio represents a very solid base.

The Aviation Finance portfolio is also well diversified by client, with 50.1% operating lessors, 47.6% being airlines, and 2.3% logistics companies at year-end 2016. A total of 153 aviation clients equates to an average lending exposure of €56.6 million per client at year-end 2016. There are 66 clients at year-end 2016 to whom our committed exposure is in excess of €50 million, but just 26 to whom our exposure is above €100 million.

## Offshore Finance

### Profile

**Assets financed:** Offshore support vessels, Subsea and construction vessels, Drilling units and Floating Production Storage and Offloading units.

**Products:** Structured Asset Lending, Asset & Market Research, Risk Distribution & Loan Participations, Corporate Finance Solutions, Private Equity Sourcing & Investments, Client Account

**Clients:** Owners and operators of offshore vessels as well as experienced financial investors within the offshore sphere.

**Core regions of business activities:**

Europe, North and South America, Asia/Pacific and Offshore.

### Market

The Offshore Finance division focuses on clients engaged in the generation of offshore fossil energy and is directed to the specific needs of this market segment. This market segment is driven by distinct and separate demand drivers compared to the shipping industry, which is predominantly characterised by transportation of cargo.

The offshore markets deteriorated further in 2016, as the negative impact of the significant reduction in oil companies' exploration and production ("E&P") spending and the sharp fall in oil prices escalated. The immediate and medium-term consequences of lower demand have strongly affected the Bank's clients, across all major offshore subsectors. With a continued high level of inventory overhang, the oil price (Brent crude) remained under pressure during 2016. Although the oil price

reversed its slide from early 2016, it was not enough to provide comfort for the offshore industry, and as a consequence, oil and gas companies continued to reduce their spending budgets. As expected, offshore E&P spending – the key demand driver for offshore assets – was strongly affected, with an estimated decline of 16.8% in 2016.

### Strategy

During 2016, the Offshore Finance division has pursued strategic objectives of (i) focusing on existing clients due to the continued deterioration of the offshore market (therefore, the division proactively assesses the increased risks in the industry and finds sustainable solutions to companies' economic challenges, while at the same time enhancing the quality of its client base and portfolio through an ongoing critical approach to client selection and risk management), and of (ii) developing attractive financing solutions that draw upon a broader product toolkit by utilising the core of asset-based lending, together with an understanding of corporate credit.

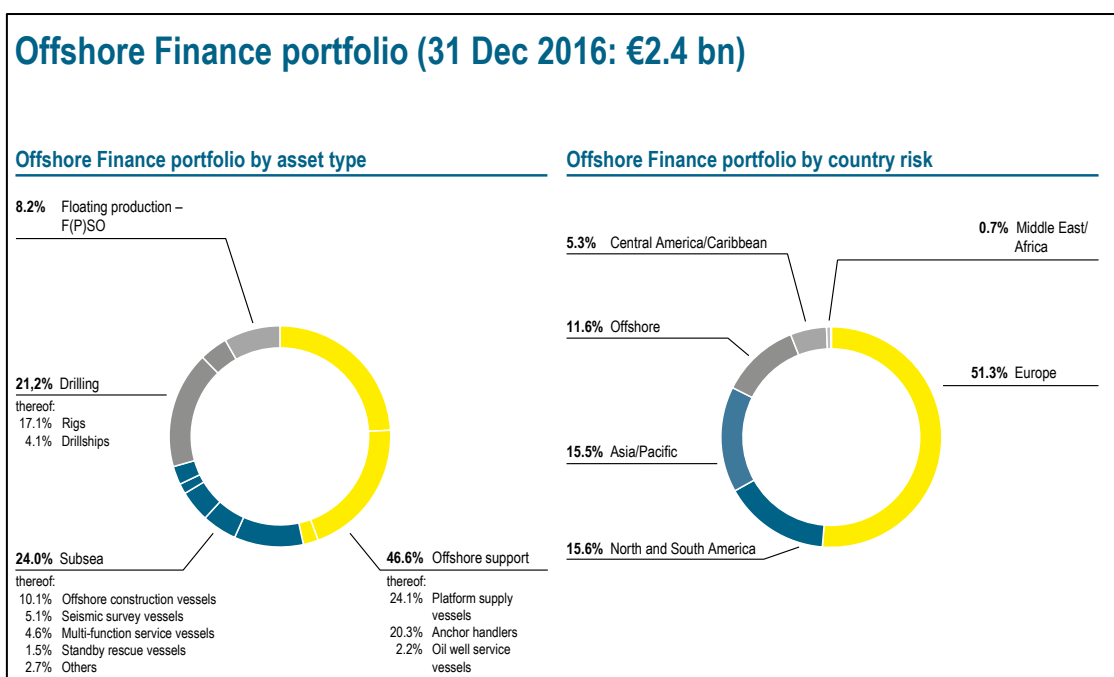
### Products

For a description of these products, please refer to "INFORMATION ABOUT DVB BANK SE AND DVB GROUP – Shipping Finance – Products" above.

### Portfolio

As of 31 December 2016, the Offshore Finance loan portfolio (volume of customer lending) amounted to €2.4 billion, equating to 9.3% of DVB's total loan portfolio. At that time, 89.6% of the customer lending of Offshore Finance was denominated in US dollars.

DVB's Offshore Finance portfolio is diversified on several levels, specifically it is diversified by asset type and by country risk.



The average lending exposure per client at year-end 2016 stood at €39.3 million which marks a 21.2% decline from €49.9 million at year-end 2015. The number of clients whose exposure exceeded €50 million was 18 at year-end 2016 (compared to 21 clients at year-end 2015).

## Land Transport Finance

### Profile

|                                             |                                                                                                                                                                                    |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Assets financed:</b>                     | Rail-based: freight cars, locomotives, passenger train sets<br>Rail-related: container chassis                                                                                     |
| <b>Products:</b>                            | Structured Asset Lending, Asset & Market Research, Risk Distribution & Loan Participations, Corporate Finance Solutions, Private Equity Sourcing & Investments and Client Account. |
| <b>Clients:</b>                             | Equipment lessors, railway companies, operator and industrial clients with own rail equipment fleets.                                                                              |
| <b>Core regions of business activities:</b> | Europe, North America and Australia.                                                                                                                                               |

### Market

In 2016, there was no escaping what was in parts a challenging economic environment, divergent developments on the commodities markets, and increasing regulation. The most recent – preliminary – rail freight market statistics indicate a moderate decline for Europe and Australia as well as a significant decline for North America. This was the result of several factors: low fuel prices, stagnating road tolls, the increasing move away from coal-fired power plants and the cooling of the Chinese economy. For the rail freight sector, equipment orders were adjusted accordingly during 2016. Across the board, leasing companies focused on improving their utilisation rates. In Australia and Europe, lease rates stayed relatively flat, but they declined significantly in North America. Intermodal transport by rail increased modestly in Australia, stayed flat in Europe, and declined moderately in North America. A bright star was European rail passenger transport, which grew significantly, not least thanks to new train deliveries.

### Strategy

From a strategic perspective, the Transport Finance business is focused on DVB's strengths, relying on material asset finance principles. The following aspects are derived from the Bank's business model and represent key success factors, both individually and in combination with each other:

| Internal factors                                                                                                                                                                        | Market factors                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>The flat hierarchy within DVB, which allows for short and direct decision-making processes;</li> </ul>                                           | <ul style="list-style-type: none"> <li>The flexibility and ability to quickly act on the markets which Land Transport Finance covers;</li> </ul>                                                                                       |
| <ul style="list-style-type: none"> <li>the conservative risk approach, which benefits considerably for credit assessment and in managing Land Transport Finance's exposures;</li> </ul> | <ul style="list-style-type: none"> <li>the detailed and profound knowledge of markets, financed assets, clients, trends, as well as current and expected transport asset performance;</li> </ul>                                       |
| <ul style="list-style-type: none"> <li>the consistent and reliable responsibility taken by the Land Transport Finance team for transaction execution;</li> </ul>                        | <ul style="list-style-type: none"> <li>the commitment and creativity in structuring transactions for clients;</li> </ul>                                                                                                               |
| <ul style="list-style-type: none"> <li>Land Transport Finance's cost discipline and careful consideration of the risk-return ratio.</li> </ul>                                          | <ul style="list-style-type: none"> <li>the close integration with DVB Corporate Finance and the Stephenson Capital Fund, to optimise the range of products and services which Land Transport Finance offers to its clients.</li> </ul> |

## *Products*

### **Structured Asset Lending**

With its Structured Asset Lending product DVB's Land Transport Finance division provides asset-based lending inter alia for freight cars, locomotives, regional passenger train sets, passenger coaches and rail-related equipment. The Structured Asset Lending comprises both recourse and non-recourse financing. DVB offers its clients various financing structures, be it of shorter nature (such as bridging facilities) or complex, structured mid- to long-term asset lending solutions.

In this area, a substantial part of DVB's business is geared towards the accommodation of loans for owners of assets, in which a security interest is created as collateral for the loan, and leasing finance solutions which are also collateralised by security interests in the assets being financed.

In line with its asset-oriented lending philosophy, DVB monitors the development of the value of the assets financed. For this purpose, DVB imposes reporting and maintenance obligations on the borrowers to facilitate the monitoring and the safeguarding of the value of the relevant assets.

In addition, DVB offers its clients structured finance packages in connection with operating-lease transactions.

### **Risk Distribution & Loan Participations**

DVB's Financial Institutions & Syndications team also assists in the Structured Asset Lending activities of the Land Transport division. It focuses on the syndication of the lending exposures assumed by DVB as well as other possibilities for the outplacement of DVB's credit risk exposure.

### **Corporate Finance Solutions**

With the product Corporate Finance Solutions DVB offers clients of its Land Transport Finance division advisory services with regard to the full range of corporate finance, M&A activities, capital markets and related corporate finance matters. In particular, DVB supports clients in identifying new and diverse sources of funds in the capital markets, and accessing those funds and provides M&A and restructuring advice as well as it arranges debt and equity financings.

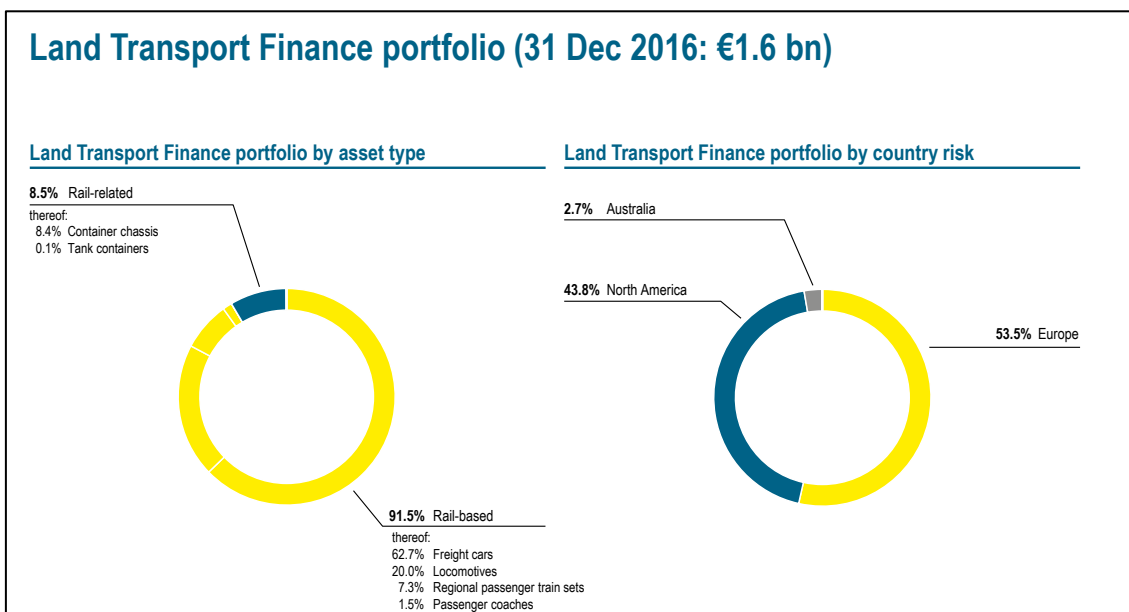
### **Client Account**

With the aim to offer its borrowing clients a centralised account management and itself access to the cash flows of the borrowing clients, DVB offers its borrowing clients the opportunity to open current accounts which are required primarily in conjunction with a financing transaction. The service comprises a broad and flexible range of account types, such as income accounts, retained earnings accounts, or accounts for maintenance reserves.

## *Portfolio*

As at 31 December 2016, the loan portfolio (volume of customer lending) of the Land Transport Finance division amounted to €1.6 billion, equating to 6.2% of DVB's total loan portfolio. At that time, the largest part of the loan portfolio of Land Transport Finance was denominated in Euros while only 43.9% of the Land Transport Finance loan portfolio was denominated in US dollars.

DVB's Land Transport Finance portfolio is diversified on several levels, specifically it is diversified by asset type and by country risk.



Given a mixture of some smaller-sized and various big-ticket transactions, the average lending exposure per client was almost unchanged at €38.3 million at year-end 2016 (previous year: €38.2 million). At year-end 2016, the number of clients with an exposure exceeding €50 million remained steady vis-à-vis 2015 at ten. Land Transport Finance does not perceive any indications for elevated cluster risks.

## Investment Management

### Market

DVB's Investment Management division is active as a fund initiator, investment advisor and asset manager in the market for closed-end funds in the international transport sector. The funds initiated by DVB are geared towards professional investors.

The closed-end fund market is a further option for financing assets. As transport companies frequently operate but no longer own the transport assets, they are becoming more receptive to alternative structures for the financing of the vehicles required by them. Closed end funds are increasingly being considered as an alternative to sale-and-leaseback finance. Moreover, funds can also provide transport companies with direct equity investment in a wide range of forms.

Likewise, the participation in a closed-end fund is also gradually becoming an alternative for professional investors who wish to benefit from sustainable cash flows and returns while at the same time diversifying their risks.

### Strategy

DVB has initiated closed-end funds focusing on investments

- in the shipping, including offshore, intermodal transport and rail transport sector (Shipping and Intermodal Investment Management, "**SIIM**"),
- in aircraft, aircraft engines, airline equities, passenger-to-cargo-conversions, secured aircraft bonds and mezzanine loan investments (Aviation Investment Management, "**AIM**").

In its Shipping and Intermodal Investment Management business area DVB focuses on holding ownership of a diversified portfolio of shipping, offshore, intermodal and rail assets which it selects on the basis of DVB's asset research.

DVB's Aviation Investment Management unit acts primarily as the investment adviser to the Deucalion Aviation Funds, which consist of a series of actively managed closed-end funds. The Deucalion Aviation Funds are the investment vehicles through which DVB and private investors together invest in aviation equity investments. The Deucalion Aviation Funds build on DVB's aviation expertise and asset research capability, identify investment opportunities and structure investments with an eye to the future. DVB is focussing particularly on identifying investment opportunities emerging in the aviation sector.

Currently DVB assumes a substantial equity risk in respect of these funds. DVB may also provide loans to these funds if and when required.

#### *Products*

In its Investment Management division, DVB provides a variety of advisory and management services for closed-end funds. The funds managed by DVB are the SIIM funds and the AIM funds.

DVB provides investment advisory services and managing services for all of these funds; for some, DVB also acted as arranger. In addition, DVB is available to these funds as a financier in its Transport Finance business. The investment focus of these funds is usually either directly in transport assets or in high-yield loans and bonds, mezzanine financing and equity stakes in the transport sector and thus, indirectly, in the transport assets themselves.

#### *Portfolio*

As at 31 December 2016, the aggregate investment volume of funds set up by DVB amounted to €1.2 billion, equating to 2.3% of DVB's total portfolio (volume of customer lending).

#### **ITF International Transport Finance Suisse AG (ITF Suisse)**

ITF Suisse is a subsidiary of DVB Bank SE, which was active on the interbank market and engaged in sub-participations in loans granted by other banks in the transport sector (loan participations).

In November 2015, the Board of Managing Directors decided to cease the marketing activities of ITF Suisse. The Financial Institutions & Syndications team will henceforth be the contact, to all Transport Finance business divisions, for collateralised syndicated loans and portfolio transactions in the international bank market.

#### **Financial Institutions & Syndications**

The Financial Institutions & Syndications team offers two products. The product Risk Distribution & Loan Participations is the ability to syndicate debt to other lenders. In so far the Financial Institutions and Syndications team focuses on syndicating the lending exposures assumed by DVB as well as other possibilities for the outplacement of DVB's credit risk exposure. In addition, this team also offers DVB's clients assistance in raising capital in form of private equity and mezzanine facilities from financial institutions.

DVB believes that its ability to arrange, underwrite and syndicate large-volume financings is an important factor for clients interested in large-scale finance solutions. In DVB's view, its position as a lead arranger also offers the potential to earn additional commission and fee income.

#### **Treasury**

Treasury is responsible for the refinancing of DVB, the management of interest and currency risks, as well as asset/liability management.

By managing currency risks, Treasury is also responsible for hedging currency risks. Currency risk exposure is avoided to the extent that loans are funded in the same currency and on a matched-maturity basis. At present, DVB also largely hedges against currency risks by using foreign exchange swaps in the form of a rolling hedge position. Moreover, currency hedging is carried out with regard to the US dollar margin result projected for any given year. Expected net US dollar income is hedged monthly on a rolling basis.

## Transactions and legal relationships with related parties

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**") currently holds over 95% of DVB Bank SE's issued share capital. Following the completion of the merger between DZ BANK and WGZ BANK AG Westdeutsche Genossenschafts-Zentralbank, Düsseldorf on 1 August 2016, DZ BANK as majority shareholder of DVB Bank SE has submitted to DVB on 14 November 2016 its request to have the shareholders' meeting resolve upon the transfer of the other shareholders' shares to DZ BANK (squeeze out). On 25 April 2017, DZ BANK has substantiated such request of a resolution upon the squeeze-out of DVB Bank SE's minority shareholders against payment of a cash compensation of EUR 22.60 per no-par value bearer share of DVB Bank SE. The requisite resolution is set to be passed by DVB Bank SE's Annual General Meeting which is scheduled to take place on 22 June 2017.

DVB Bank SE holds interests in other companies. As part of its normal business activities, DVB Bank SE maintains either direct or indirect relations with both DZ BANK and the subsidiaries included in its consolidated financial statements as well as other companies, in which it has an interest.

### *Transactions and legal relationships with DZ BANK and its affiliated companies*

DVB transacts banking business with DZ BANK and its affiliated companies (also referred to as the "**DZ BANK Group**"). This business relationship encompasses, in particular, current accounts, drawings on loans, term deposits, cash deposits, money market securities and foreign exchange transactions. All transactions are effected at arm's length, any securities transaction are billed at current rates and the agreed derivatives contracts with DZ BANK Group are concluded exclusively at market rates prevailing at that time.

During the time in which DVL Deutsche Verkehrs-Leasing GmbH ("**DVL**"), which is now inoperative, was operating its business, DVB Bank SE performed the credit checks for DVL's leasing exposures and, in the majority of cases, furnished guarantees in favour of DVL. Following the assumption of the majority shareholding in DVL by DZ BANK and some of its affiliated companies, DVB Bank SE also furnished an indemnity bond for the remaining loans that were credit-checked but not guaranteed by DVB Bank SE. The level of indemnification corresponds to normal banking practice with regard to guarantee credits.

DVG Deutsche Vermögensverwaltungsgesellschaft mbH & Co Objekt City Haus I KG, Frankfurt am Main, is a company within the DZ BANK Group. DVB Bank SE leases the office premises of its head office at Platz der Republik 6, Frankfurt am Main, from this company. This property is managed by EPM Assetis GmbH.

DVB Bank SE has entered into several agreements with DZ BANK and its affiliated companies, in particular for the provision of banking and IT support services, namely contracts for the provision of securities, custody and payment transaction services.

DVB Bank SE believes that all transactions with DZ BANK were entered into at conditions that complied with the arms'-length principle.

### *Transactions and legal relationships with subsidiaries and sub-subsidiaries of DVB Bank SE*

The business relationships between DVB Bank SE and companies within DVB include, in particular, current and loan accounts, deposits and term deposits, swaps and guarantee facilities and syndicated loans. The refinancing for DVB subsidiaries and DVB branches was passed on at market rates plus costs. Guarantee facilities assumed by DVB Bank SE in its capacity as parent company were managed commission-free. The agreed swaps, which are interest swaps are concluded at market rates prevailing at that time.

DVB Bank SE also operates in the area of freight settlement, acquiring transport companies' receivables from their customers (transport cost payers) and then settling these with the relevant transport company. DVB Bank SE then sells its settlement claims vis-à-vis the transport cost payers and its remuneration claims vis-à-vis the transport companies in the form of factoring agreements to LogPay Financial Services GmbH. Moreover, DVB Bank SE has transferred the processing of any carriage deferral business in the form of several agency agreements to LogPay Financial Services GmbH.

A master outsourcing agreement exists between DVB Bank SE and several of its subsidiaries. Special service agreements govern the mutual exchange of services, depending on the individual subsidiary, they cover in particular credit research, management and monitoring, risk management, financial control, treasury, IT, human resources and accounting services.

DVB Bank SE believes that all agreements between DVB Bank SE and its subsidiaries or sub-subsidiaries were entered into at conditions that are in line with market conditions.

## **Litigation**

DVB is not involved in any governmental, legal or arbitration proceedings (including any such proceeding pending or threatened of which DVB Bank SE is aware) during a period covering the previous 12 months which may have or have had in the recent past any significant effects on DVB's financial position or profitability.

## **Corporate history, foundation, company name, registered office, financial year and duration of the company**

DVB Bank SE was incorporated as *Deutsche Verkehrs-Kredit-Bank Aktiengesellschaft* ("**DVKB**") on 18 June 1923 by a group of banks and industrial companies. In June 1924, Deutsche Reichsbahn acquired the majority shareholding. In 1925, the Company started its carriage deferral business.

After World War II, DVKB continued its business in West Germany. The successor organisation of *Deutsche Reichsbahn*, *Deutsche Bundesbahn*, became the sole owner and DVKB its key relationship bank.

In 1949, Frankfurt am Main was chosen as the Company's head office. From 1950 on, the Company maintained dual registered offices in Berlin and Frankfurt am Main, with a registration in the commercial register at the Berlin-Charlottenburg Local Court (*Amtsgericht Berlin-Charlottenburg*) under No. HR B 3729 and the Frankfurt am Main Local Court (*Amtsgericht Frankfurt am Main*) under No. HR B 9604. By way of a resolution passed at the Annual General Meeting held on 24 June 1999, the registered office in Berlin was abolished. The sole registered office of DVB Bank SE is since then in Frankfurt am Main.

By way of a resolution passed at the Annual General Meeting held on 19 July 1991, the company name was changed to "Deutsche Verkehrs-Bank Aktiengesellschaft". This name change was registered with the commercial registers at the Charlottenburg and the Frankfurt am Main Local Courts on 31 October 1991. By way of a resolution passed at the Annual General Meeting held on 24 June 1999, the Company's style was changed to "Deutsche VerkehrsBank Aktiengesellschaft". This change was registered with the commercial register at the Frankfurt am Main Local Court on 10 August 1999. The company name was changed thereafter to "DVB Bank Aktiengesellschaft" by resolution of the Annual General Meeting on 13 June 2002. This change was registered with the commercial register at the Frankfurt am Main Local Court on 24 June 2002.

In trade and commerce, the Company uses the designation "DVB" as its trading name.

The head office address is Platz der Republik 6, 60325 Frankfurt am Main, Germany, telephone: +49 69 97504-0.

As a *Societas Europaea* (SE), the Company is subject to (i) the Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) ("**SE Regulation**"), (ii) the German Law on Implementing Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) of December 22, 2004 ("**SEAG – SE Implementation Law**") and (iii) the German Stock Corporation Act.

The Company's financial year ends on 31 December of each calendar year. The Company has been incorporated for an indefinite period.

## **Object of the company**

In accordance with Article 2 of the Company's Memorandum and Articles of Association, the object of the Company is to carry out any type of banking business. The Company is authorised to establish branch offices, to acquire or hold interests in other companies and to enter into joint venture agreements.

## **Issued Share capital**

The issued share capital registered in the commercial register at Frankfurt am Main as of the date of this Prospectus is €118,791,945.12 divided into 46,467,370 no-par value bearer shares.

## **Major shareholder**

As at the date of this Prospectus, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main ("**DZ BANK**") holds over 95 % of the shares in DVB Bank SE. Pursuant to public available information, over 95 % of DZ BANK's subscribed capital is held by corporate entities of the cooperative sector. On 14 November 2016 DZ BANK as majority shareholder of DVB Bank SE has submitted to DVB its request to have the shareholders' meeting resolve upon the transfer of the other shareholders' shares to DZ BANK (squeeze out). On 25 April 2017, DZ BANK has confirmed and

substantiated such request of a squeeze-out of DVB Bank SE's minority shareholders against payment of a cash compensation of EUR 22.60 per no-par value bearer share of DVB Bank SE. The requisite resolution is set to be passed by DVB Bank SE's Annual General Meeting which is scheduled to take place on 22 June 2017. This decision was published by an ad-hoc disclosure on the same day.

## Auditors

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft ("**EY**"), Stuttgart, office Eschborn/Frankfurt am Main, is the auditor of DVB Bank SE's individual and consolidated financial statements for the financial years ended 31 December 2016 and 31 December 2015. EY is a member of the Chamber of Auditors (*Wirtschaftsprüferkammer*). The auditor's address is Mergenthalerallee 3-5, 65760 Eschborn, Germany.

The consolidated financial statements for the financial years ended 31 December 2016 and 31 December 2015 prepared in accordance with IFRS as adopted by the EU and the additional requirements of German commercial law pursuant to section 315a (1) of the German Commercial Code (*Handelsgesetzbuch*, "**HGB**"), which have been incorporated into this Prospectus by reference, are translations of the respective German-language financial statements audited by EY in accordance with Section 317 of the German Commercial Code (*Handelsgesetzbuch*) and German generally accepted standards for the audit of financial statements promulgated by the Institute of Public Auditors in Germany (Institut der Wirtschaftsprüfer in Deutschland e.V. (IDW)) and provided each with an unqualified audit opinion by EY.

## Information on the executive bodies

The Company's executive bodies are the Board of Managing Directors, the Supervisory Board and the Annual General Meeting. The powers of these bodies are governed by (i) the European Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) ("**SE Regulation**"), (ii) the German Law on Implementing Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) of December 22, 2004 ("**SEAG – SE Implementation Law**") and (iii) the German Stock Corporation Act (*Aktiengesetz*, "**AktG**"), (iv) the Articles of Association and (v) the Internal Regulations (*Geschäftsordnungen*).

The Board of Managing Directors manages the Company's business in accordance with the law, the Articles of Association and the Internal Regulations. It represents the Company in relation to third parties.

The Supervisory Board appoints the members of the Board of Managing Directors and is authorised to remove them for good cause. The Supervisory Board advises the Board of Managing Directors in its governance of the Company and supervises its business management. The Supervisory Board is not entitled to manage the business. However, under the Articles of Association and the Internal Regulations the Board of Managing Directors is required to obtain the approval of the Supervisory Board for certain transactions, usually prior to effecting the relevant transaction or measure.

### *Board of Managing Directors*

Pursuant to the Company's Articles of Association, the Board of Managing Directors consists of at least two members. The Supervisory Board determines the number of members to the Board of Managing Directors. One member shall be appointed Chairperson of the Board of Managing Directors. At present, the Board of Managing Directors consists of four members. David Goring-Thomas was appointed as a Member of the Board of Managing Directors as at 1 December 2016. Bertrand Grabowski, DVB's former Member of the Board of Managing Directors, retired from DVB for private reasons on 30 November 2016. On 1 January 2017, Christian Hagemeyer joined DVB and was appointed as the fourth Member of the Board of Managing Directors.

The Supervisory Board appoints the members of the Board of Managing Directors for a maximum term of five years. A consecutive appointment or extension of the time in office for a further five-year terms is permissible until attaining the age of 65 years. This threshold may be exceeded by two further one-year terms of office in special cases. The Supervisory Board may remove members of the Board of Managing Directors prior to the expiration of their term for good cause, such as gross breach of duty or if the Annual General Meeting withdraws its trust in the relevant member.

The Supervisory Board has adopted Internal Regulations for the Board of Managing Directors, which were last amended in November 2013. Pursuant to the Company's Articles of Association, the Supervisory Board determines which legal transactions and measures require prior approval by the

Supervisory Board. The Supervisory Board has determined that the following legal transactions and measures require its prior approval:

1. Acquisition and sale of shareholdings in companies, their charges, the formation of companies, the participation in capital increases or comparable corporate actions such as payments in capital reserves of companies in which DVB Bank SE and/or another DVB Company holds stakes, if in all foresaid cases the amount exceeds €1 million in each individual case or with regard to several capital increases the aggregate amount of €1 million within one year. The formation, acquisition and sale of Special Purpose Companies for Transport Finance assets in connection with the DVB's Transport Finance business are excluded from this approval;
2. Developing new or discontinuing existing business segments as long as the action is of significant importance for the Company or DVB;
3. Purchase or sale of, or the creation of encumbrances upon, real property or equivalent rights;
4. The annual budget and the capital expenditure plans as well as individual capital expenditures like structural alterations, refurbishments as well as acquisition of fixtures and furnishings if the associated amount exceeds €500,000 in each individual item;
5. The establishment or closing-down of branch offices of the Company;
6. The granting of full powers of attorney (Generalvollmacht);
7. Any extra payments to the pension fund;
8. Lending business in accordance with the principles established by the Supervisory Board;
9. The conclusion of affiliations agreements according to Article 293 ff Companies Act;
10. All transactions between the Company on the one hand, and Members of the Management Board or related companies on the other hand, must comply with the standards customary of the Company. Important transactions require the approval of the Supervisory Board;
11. The performance of secondary activities by Members of the Management Board; in particular, Supervisory Board mandates outside the Company and DVB Companies;
12. All other business transactions and measures that require approval by the Supervisory Board or its Committees in accordance with the law or comparable regulations, the Memorandum and Articles of Association and the Internal Regulations.

The Supervisory Board is entitled to also make other transactions subject to its approval. Where the Supervisory Board withholds its approval, the Board of Managing Directors may request that the Annual General Meeting decide on the approval. The passing of a resolution by the Annual General Meeting, substituting said approval, requires a majority vote of at least three quarters of all votes cast. The Supervisory Board may amend the catalogue of measures requiring approval at any time.

The Company is legally represented by two members of the Board of Managing Directors acting jointly or one member of the Board of Managing Directors acting jointly with a *Prokurist* (holder of a statutory general power of attorney).

The legal responsibilities and statutory rights and obligations of the Board of Managing Directors notwithstanding, each member of the Board shall manage their own sphere of responsibility, unless a decision is required to be made by the entire Board of Managing Directors.

The following table provides an overview of the members of the Company's Board of Managing Directors and their spheres of responsibility:

| <b>Name (age)</b>                             | <b>Member since</b> | <b>Area of responsibility</b>                                         |
|-----------------------------------------------|---------------------|-----------------------------------------------------------------------|
| <b>Ralf Bedranowsky (58)</b>                  | 2013                | CEO and Chairman of the Board of Managing Directors and bank director |
| <b>Client areas in affiliates:</b>            |                     |                                                                       |
| ITF International Transport Finance Suisse AG |                     |                                                                       |

LogPay Financial Services GmbH

**Product/service areas:**

Business Process Support

Group Audit

Group Compliance Office

Group Controlling

Group Corporate Communications

Group Human Resources

Group Finance

Group Legal

**David Goring-Thomas**  
**(51)**

2016

Member of the Board of Managing Directors  
and bank director

**Client areas in business divisions:**

Aviation Finance

Aviation Financial Consultancy

Aviation Investment Management

Financial Institutions and Syndications

Land Transport Finance

**Client areas in affiliates:**

DVB Transport Finance Ltd

**Product/service areas:**

Group Treasury

Transaction and Loan Services

**Christian Hagemeyer**  
**(56)**

2017

Member of the Board of Managing Directors  
and bank director

**Product/service areas:**

Group Risk Management

Aviation Credit

Aviation Research

Credit and Asset Solution Group

Land Transport Credit

Land Transport Research

|                                                         |      |                                                                |
|---------------------------------------------------------|------|----------------------------------------------------------------|
|                                                         |      | Shipping and Offshore Credit                                   |
|                                                         |      | Shipping and Offshore Research                                 |
| <b>Lambertus Hendrik<br/>(Bart) Veldhuizen<br/>(50)</b> | 2015 | Member of the Board of Managing Directors<br>and bank director |
|                                                         |      | <b>Client areas in business divisions:</b>                     |
|                                                         |      | Shipping Finance                                               |
|                                                         |      | Offshore Finance                                               |
|                                                         |      | Corporate Finance                                              |
|                                                         |      | Shipping and Intermodal Investment Management                  |
|                                                         |      | <b>Client areas in affiliates:</b>                             |
|                                                         |      | DVB Capital Markets LLC                                        |
|                                                         |      | <b>Product/service areas:</b>                                  |
|                                                         |      | Information Technology                                         |

The members of the Board of Managing Directors can be contacted at the Company's business address.

The following table provides an overview of the further mandates of the members of the Company's Board of Managing Directors:

|                            |                                                                       |
|----------------------------|-----------------------------------------------------------------------|
| <b>Ralf Bedranowsky</b>    | <b>Chairman of the Supervisory Board:</b>                             |
|                            | DVB Bank America N.V., Willemstad, Curaçao                            |
|                            | <b>Chairman of the Board of Directors:</b>                            |
|                            | DVB Holding (US) Inc., New York, USA                                  |
|                            | DVB Group Merchant Bank (Asia) Ltd, Singapore                         |
|                            | ITF International Transport Finance Suisse AG, Zurich,<br>Switzerland |
|                            | <b>Member of the Board of Directors:</b>                              |
|                            | DVB Capital Markets LLC, New York, USA                                |
|                            | <b>Member of the Advisory Board:</b>                                  |
|                            | Hellmann Worldwide Logistics GmbH & Co KG, Osnabrück,<br>Germany      |
| <b>David Goring-Thomas</b> | <b>Chairman of the Board of Directors:</b>                            |
|                            | DVB Transport Finance Ltd, London, United Kingdom                     |
|                            | <b>Member of the Board of Directors:</b>                              |
|                            | DVB Capital Markets LLC, New York, USA                                |
|                            | DVB Holding (US) Inc., New York, USA                                  |

**Lambertus Hendrik (Bart)  
Veldhuizen**

**Chairman of the Board of Directors:**

DVB Capital Markets LLC, New York, USA

**Member of the Board of Directors:**

DVB Holding (US) Inc., New York, USA

DVB Group Merchant Bank (Asia) Ltd, Singapore

**Member of the Supervisory Board:**

DVB Bank America N.V., Willemstad, Curaçao

**Non-Executive Member of the Board and Chairman of the  
Compensation Committee:**

Eagle Bulk Shipping Inc, New York, USA

### *Supervisory Board*

In accordance with the Company's Memorandum and Articles of Association, the Supervisory Board consists of nine members. No more than two former members of the Company's Board of Managing Directors may be members of the Supervisory Board. Unless otherwise determined by the shareholders, the Supervisory Board members are appointed for the longest term of office permissible under section 102 of the German Public Limited Companies Act (*Aktiengesetz*, "**AktG**"), namely until the end of the Annual General Meeting that passes a resolution on the formal approval for the Supervisory Board for the fourth financial year after commencement of the term of office. The financial year in which the term of office commences is not included in this determination. Re-appointment is permissible.

Six members of the Supervisory Board are appointed by the Annual General Meeting, and three members are appointed by the SE works council in accordance with the Agreement on Employee Co-Determination concluded pursuant to the German Act on the participation of Employees in a European company (*SE-Beteiligungsgesetz* – "**SEBG**"). Where any member of the Supervisory Board withdraws from office prior to the expiry of his or her term of office, a new member shall be elected; in case of a member of the Supervisory Board appointed by the Annual General Meeting a new member shall be elected at the next Annual General Meeting; in case of a member of the Supervisory Board appointed by the SE works council a new member shall be elected by the works council provided that no substitute member is available. The term of office of the newly elected member shall be for the remaining term of office of the departing member.

The following table provides an overview of the members of the Company's Supervisory Board:

| <b>Name (age)</b>                                   | <b>Principal occupation</b>                                                                                                                                        | <b>Further mandates</b>                                                                                                                                                |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wolfgang Köhler<br/>(57)</b><br>(Chairman)       | Member of the Board of<br>Managing Directors and<br>bank director<br>DZ BANK AG Deutsche<br>Zentral-Genossenschafts-<br>bank, Frankfurt am Main,<br>Germany        | <b>Member of the Supervisory Board:</b><br>R+V Lebensversicherung AG, Wiesbaden,<br>Germany <sup>1</sup><br>DZ PRIVATBANK S.A., Luxembourg <sup>1, 2</sup>             |
| <b>Frank Westhoff<br/>(55)</b><br>(Deputy Chairman) | Former Member of the Board<br>of Managing Directors and<br>bank director<br>DZ BANK AG Deutsche<br>Zentral-Genossenschafts-<br>bank, Frankfurt am Main,<br>Germany | <b>Member of the Supervisory Board:</b><br>Deutsche Genossenschafts-<br>Hypothekenbank Aktiengesellschaft,<br>Hamburg, Germany <sup>1, 2</sup><br>(until 30 June 2017) |

|                                   |                                                                                                                   |                                                                                                                                                    |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   |                                                                                                                   | <b>Deputy Chairman of the Supervisory Board:</b><br>TeamBank AG Nürnberg, Nuremberg, Germany <sup>1, 2</sup><br>(until 7 June 2017)                |
| <b>Ulrike Donath (57)</b>         | Freelance mediator for business and family mediation<br>Cologne, Germany                                          | <b>Member of the Supervisory Board:</b><br>ÖLH Österreichische Luftverkehrs-Holding-GmbH, Vienna, Austria<br>Austrian Airlines AG, Vienna, Austria |
| <b>Anders Ingebrigtsen (66)</b>   | Managing Director of Koenig AS, Oslo, Norway                                                                      | <b>Non-executive Member of the Board:</b><br>Persontransport Norge AS, Oslo, Norway                                                                |
| <b>Dr Peter Jansen (63)</b>       | Management Consultant, Hamburg, Germany                                                                           | none                                                                                                                                               |
| <b>Dr Kirsten Siersleben (52)</b> | Head of Corporate General Secretariat DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Germany | none                                                                                                                                               |
| <b>Adnan Mohammed (39)</b>        | Bank employee (Employee Representative)                                                                           | none                                                                                                                                               |
| <b>Ivo Monhemius (55)</b>         | Bank employee (Employee Representative)                                                                           | none                                                                                                                                               |
| <b>Martin Wolfert (55)</b>        | Bank employee (Employee Representative)                                                                           | none                                                                                                                                               |

1) Offices held within the DZ BANK AG Deutsche Zentral-Genossenschaftsbank Group, Frankfurt/Main. Pursuant to section 100 (2) sentence 2 of the AktG, the offices held in Group Supervisory Boards marked shall not count towards the maximum number of Supervisory Board offices under section 100 (2) sentence 1 No. 1 of the AktG.

2) Member of the deposit insurance scheme of the National Association of German Cooperative Banks (BVR).

The members of the Supervisory Board can be contacted at the Company's business address.

The Supervisory Board has formed four committees:

| Committee                 | Members                                                                                                                                                                       |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Credit and Risk Committee | <ul style="list-style-type: none"> <li>Frank Westhoff (Chairman)</li> <li>Anders Ingebrigtsen</li> <li>Dr Peter Jansen</li> <li>Martin Wolfert</li> </ul>                     |
| Audit Committee           | <ul style="list-style-type: none"> <li>Ulrike Donath (Chairwoman)</li> <li>Wolfgang Köhler (Deputy Chairman)</li> <li>Ivo Monhemius</li> <li>Dr Kirsten Siersleben</li> </ul> |

|                                |                                                                                                                                                      |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nomination Committee           | <ul style="list-style-type: none"> <li>• Wolfgang Köhler (Chairman)</li> <li>• Frank Westhoff (Deputy Chairman)</li> <li>• Adnan Mohammed</li> </ul> |
| Remuneration Control Committee | <ul style="list-style-type: none"> <li>• Wolfgang Köhler (Chairman)</li> <li>• Frank Westhoff (Deputy Chairman)</li> <li>• Adnan Mohammed</li> </ul> |

The Credit and Risk Committee decides in those cases, in lieu of the Supervisory Board, in which the law, the Memorandum and Articles of Association or a resolution by the Supervisory Board require(s) Supervisory Board approval for the granting of a loan. It further advises the Supervisory Board on DVB Bank SE's overall current risk appetite and strategy, observes whether the conditions in the business with clients are consistent with DVB Bank SE's business model and the risk structure, and examines whether incentives provided by the remuneration system take into consideration DVB Bank SE's risk, capital and liquidity structure and the likelihood and timing of revenues.

The Audit Committee supports the Supervisory Board in particular in supervising the financial reporting process, the effectiveness of the risk management system, the performance of the external audit of the single-entity and consolidated financial statements, and the timely correction of deficiencies discovered by the auditor.

The function of the Nomination Committee is mainly to identify candidates to fill vacancies on the Board of Managing Directors and in respect of the shareholder representatives on the Supervisory Board, to set targets for the representation of the underrepresented gender in the Supervisory Board, to evaluate the structure, size, composition and performance of the Board of Managing Directors and the knowledge, skills and experience of the individual members of the Board of Managing Directors and the Supervisory Board, as well as to examine the principles of the Board of Managing Directors for the selection of senior staff.

The Remuneration Control Committee controls the adequateness of the remuneration system for the members of the Board of Managing Directors and employees, prepares resolutions of the Supervisory Board on the remuneration of the members of the Board of Managing Directors, and reviews once a year whether the resolutions of the Supervisory Board on the total amount of variable compensation, remuneration parameters and other aspects of the remuneration system for the Members of the Board of Managing Directors are appropriate and whether the decisions of the Board of Managing Directors in respect of these parameters in connection with the remuneration of the employees are also appropriate.

### **Conflicts of interest**

To the knowledge of DVB Bank SE, there are presently no potential conflicts of interest between the obligations of the members of the Board of Managing Directors and the Supervisory Board vis-à-vis DVB Bank SE and their personal interests or other obligations.

### **Participation of the Board of Managing Directors and the Supervisory Board in the company or its transactions**

#### *Board of Managing Directors*

As of the date of this Prospectus, the members of the Board of Managing Directors hold zero shares.

The members of the Board of Managing Directors hold no DVB Bank SE equity options.

#### *Supervisory Board*

The members of the Supervisory Board hold no shares in DVB Bank SE.

### **Most recent business and other developments**

DVB aims to exploit the macroeconomic environment in 2017 as an opportunity to continue offering its range of financing solutions, advisory and other services tailored to transport assets and will therefore continue to support its transport clients with new business during the forecast period.

Given the persisting distortions in some maritime shipping markets, the Shipping Finance legacy portfolio in particular may also be subject to burdens during 2017. Even in the ninth year of shipping crisis, DVB believes that persistent tonnage overcapacity will continue to prevail in certain segments of the international shipping markets, and that this structural oversupply will keep both charter rates and vessel values under pressure. It is still unclear as to when the excess capacity persistent in some market segments will subside, so that supply and demand on the transport markets approach a state of equilibrium.

The offshore sector remains under pressure, due to the low oil price. DVB expects this pressure to prevail during 2017, which might lead to further charges on the portfolio.

DVB will undertake every effort to avoid having to record a loss as in 2016. DVB intends to reduce higher risk costs in Shipping Finance and Offshore Finance during 2017 and 2018. This is based on assumptions that the persistent tonnage overcapacity in some shipping segments will not rise beyond existing levels, and that charter rates and asset values will not decline further.

DVB's Asset & Market Research expertise, risk management, restructuring know how – united in the Credit and Asset Solution Group – and DVB's asset management skills are the foundations based on which DVB intends to cope with the distortions in the shipping and offshore markets in 2017 – swiftly, in a targeted and commercially reasonable manner.

Pursuant to Article 12 of the European Council Regulation (EU) No 1024/2013, and Articles 143 to 146 of the Regulation (EU) No 468/2014 of the ECB, and according to the adopted supervisory examination programme, an on-site inspection by the ECB takes place within DVB Group with the purpose of assessing credit and counterparty risk management and risk control system. As of the date of this Prospectus, there is no result of the on-site inspection available.

## FINANCIAL INFORMATION CONCERNING DVB'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

The following tables set out financial information concerning DVB's assets and liabilities, financial position and profits and losses. The statement of financial position, the income statement and the appropriation of profits with respect to the financial years ended 31 December 2016 and 31 December 2015 are taken from the audited consolidated financial statements of DVB Bank SE for the financial year ended 31 December 2016 (including the comparative financial information for the financial year ended 31 December 2015) contained in the Annual Report 2016.

### Statement of financial position (IFRS) (figures from the audited consolidated financial statements for the financial year ended 31 December 2016)

| Assets (€ mn)                                                  | 31 Dec 2016     | 31 Dec 2015     | %          |
|----------------------------------------------------------------|-----------------|-----------------|------------|
| Cash and balances with the central bank                        | 1,475.4         | 1,164.1         | 26.7       |
| Loans and advances to banks                                    | 1,610.4         | 1,116.8         | 44.2       |
| Loans and advances to customers                                | 23,686.7        | 22,975.5        | 3.1        |
| Allowance for credit losses                                    | -632.7          | -289.0          | –          |
| Positive fair values of derivative hedging instruments         | 302.1           | 321.3           | -6.0       |
| Trading assets                                                 | 113.0           | 95.0            | 18.9       |
| Investment securities                                          | 288.8           | 349.8           | -17.4      |
| Investments in companies accounted for using the equity method | 285.1           | 228.3           | 24.9       |
| Intangible assets <sup>1</sup>                                 | 67.8            | 104.6           | -35.2      |
| Property and equipment <sup>1</sup>                            | 337.5           | 369.9           | -8.8       |
| Income tax assets                                              | 110.4           | 96.4            | 14.5       |
| Other assets                                                   | 42.6            | 56.9            | -25.1      |
| Non-current assets held for sale                               | 26.2            | 20.9            | 25.4       |
| <b>Total</b>                                                   | <b>27,713.3</b> | <b>26,610.5</b> | <b>4.1</b> |

<sup>1</sup> Compared to the 2015 consolidated financial statements, a transfer was made from property and equipment to intangible assets. The previous year's figures were adjusted accordingly.

| Liabilities and equity (€ mn)                          | 31 Dec 2016     | 31 Dec 2015     | %          |
|--------------------------------------------------------|-----------------|-----------------|------------|
| Deposits from other banks                              | 3,273.6         | 2,457.0         | 33.2       |
| Deposits from customers                                | 7,839.6         | 7,510.8         | 4.4        |
| Securitised liabilities                                | 12,722.3        | 13,141.9        | -3.2       |
| Negative fair values of derivative hedging instruments | 133.2           | 169.4           | -21.4      |
| Trading liabilities                                    | 1,306.5         | 975.5           | 33.9       |
| Provisions                                             | 59.1            | 60.9            | -3.0       |
| Income tax liabilities                                 | 57.8            | 53.3            | 8.4        |
| Other liabilities                                      | 69.1            | 69.5            | -0.6       |
| Non-current liabilities held fore sale                 | 25.2            | –               | –          |
| Subordinated liabilities                               | 951.2           | 742.7           | 28.1       |
| Equity                                                 | 1,275.7         | 1,429.5         | -10.8      |
| Issued share capital                                   | 115.6           | 116.7           | -0.9       |
| Capital reserve                                        | 312.7           | 321.3           | -2.7       |
| Retained earnings                                      | 835.9           | 975.5           | -14.3      |
| thereof: fund for general banking risks                | 0.0             | 82.4            | –          |
| Revaluation reserve                                    | 6.8             | 6.2             | 9.7        |
| Reserve from cash flow hedges                          | -10.7           | -6.7            | 59.7       |
| Reserve from net investment hedges                     | -25.2           | -24.5           | 2.9        |
| Currency translation reserve                           | 37.1            | 26.9            | 37.9       |
| Distributable profit                                   | 0.0             | 13.9            | –          |
| Non-controlling interests                              | 3.5             | 0.2             | –          |
| <b>Total</b>                                           | <b>27,713.3</b> | <b>26,610.5</b> | <b>4.1</b> |

**Income statement (IFRS) (figures from the audited consolidated financial statements for the financial year ended 31 December 2016)**

| <b>(€ mn, unless otherwise indicated)</b>                                                                            | <b>1 Jan 2016 –<br/>31 Dec 2016</b> | <b>1 Jan 2015 –<br/>31 Dec 2015</b> | <b>%</b>    |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------|
| Interest income                                                                                                      | 1,025.0                             | 1,009.4                             | 1.5         |
| Interest expenses                                                                                                    | -816.0                              | -825.7                              | -1.2        |
| Net interest income                                                                                                  | 209.0                               | 183.7                               | 13.8        |
| Allowance for credit losses                                                                                          | -381.4                              | -141.5                              | –           |
| <b>Net interest income after allowance for credit losses</b>                                                         | <b>-172.4</b>                       | <b>42.2</b>                         | <b>–</b>    |
| Fee and commission income                                                                                            | 126.6                               | 112.4                               | 12.6        |
| Fee and commission expenses                                                                                          | -7.4                                | -9.1                                | -18.7       |
| <b>Net fee and commission income</b>                                                                                 | <b>119.2</b>                        | <b>103.3</b>                        | <b>15.4</b> |
| <b>Results from investments in companies accounted<br/>for using the equity method</b>                               | <b>9.6</b>                          | <b>3.9</b>                          | <b>–</b>    |
| <b>General administrative expenses</b>                                                                               | <b>-177.5</b>                       | <b>-180.9</b>                       | <b>-1.9</b> |
| <b>Net other operating income/expenses</b>                                                                           | <b>99.6</b>                         | <b>14.7</b>                         | <b>–</b>    |
| <b>Consolidated net income/loss before IAS 39, bank<br/>levy, BVR<sup>1</sup> Deposit Guarantee Scheme and taxes</b> | <b>-121.5</b>                       | <b>-16.8</b>                        | <b>–</b>    |
| Trading result                                                                                                       | 4.9                                 | 10.5                                | -53.3       |
| Hedge result                                                                                                         | -6.5                                | 9.4                                 | –           |
| Result from derivatives entered into without intention to<br>trade                                                   | 10.9                                | 15.6                                | -30.1       |
| Result from investment securities                                                                                    | -12.0                               | 35.3                                | –           |
| <b>Net result from financial instruments in accordance<br/>with IAS 39</b>                                           | <b>-2.7</b>                         | <b>70.8</b>                         | <b>–</b>    |
| <b>Consolidated net income/loss before bank levy, BVR<sup>1</sup><br/>Deposit Guarantee Scheme and taxes</b>         | <b>-124.2</b>                       | <b>54.0</b>                         | <b>–</b>    |
| Expenses for the bank levy and the BVR <sup>1</sup> Deposit<br>Guarantee Scheme                                      | -11.1                               | -7.9                                | 40.5        |
| <b>Consolidated net income/loss before taxes</b>                                                                     | <b>-135.3</b>                       | <b>46.1</b>                         | <b>–</b>    |
| Income taxes                                                                                                         | -3.4                                | -0.5                                | –           |
| <b>Consolidated net income/loss</b>                                                                                  | <b>-138.7</b>                       | <b>45.6</b>                         | <b>–</b>    |
| thereof: consolidated net income/loss attributable<br>to non-controlling interests                                   | 0.6                                 | 0.0                                 | –           |
| thereof: consolidated net income/loss attributable<br>to shareholders of DVB Bank SE                                 | -139.3                              | 45.6                                | –           |
| <b>Earnings per share</b>                                                                                            |                                     |                                     |             |
| Average number of shares issued                                                                                      | 45,452,782                          | 45,700,448                          | -0.5        |
| Basic earnings per share (€)                                                                                         | -3.06                               | 1.00                                | –           |
| Diluted earnings per share (€)                                                                                       | -3.06                               | 1.00                                | –           |

<sup>1</sup> National Association of German Cooperative Banks.

**Appropriation of profits (IFRS) (figures from the audited consolidated financial statements for the financial year ended 31 December 2016)**

| <b>(€ mn)</b>                                                              | <b>1 Jan 2016 -<br/>31 Dec 2016</b> | <b>1 Jan 2015 -<br/>31 Dec 2015</b> | <b>%</b> |
|----------------------------------------------------------------------------|-------------------------------------|-------------------------------------|----------|
| <b>Consolidated net income/loss (after taxes)</b>                          | <b>-138.7</b>                       | <b>45.6</b>                         | <b>–</b> |
| Consolidated net income/loss attributable to non-<br>controlling interests | -0.6                                | 0.0                                 | –        |
| Withdrawal from/transfer to retained earnings                              | 139.3                               | -31.7                               | –        |
| <b>Distributable profit</b>                                                | <b>0.0</b>                          | <b>13.9</b>                         | <b>–</b> |

## GERMAN PFANDBRIEFE

*The following is a description reduced to some of the more fundamental principles governing the law regarding Pfandbriefe and Pfandbrief Banks in summary form and without addressing all the laws' complexities and details. Accordingly, it is qualified in its entirety by reference to the applicable laws.*

### Introduction

The Pfandbrief operations of DVB Bank SE are subject to the German Pfandbrief Act (*Pfandbriefgesetz*) ("**Pfandbrief Act**").

The Issuer has obtained authorisation to issue Ship Pfandbriefe ("**Schiffspfandbriefe**") and Aircraft Pfandbriefe ("**Flugzeugpfandbriefe**") under the Pfandbrief Act. Both specific kinds of Pfandbriefe are described below in more detail.

German credit institutions such as the Issuer are permitted, subject to authorisation and further requirements of the Pfandbrief Act, to engage in the Pfandbrief business and to issue Pfandbriefe.

German credit institutions wishing to take up the Pfandbrief business must obtain a special authorisation under the German Banking Act (*Kreditwesengesetz*) ("**Banking Act**") from the German Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – "**BaFin**") and, for that purpose, must meet some additional requirements as specified in the Pfandbrief Act. The Issuer holds such authorisation.

The operations of all banks engaged in the issuance of Pfandbriefe are, amongst other things, regulated by the Pfandbrief Act, the laws and ordinances listed in section 6 (1) of the Banking Act and CRR, and are subject to the supervision of the BaFin. In particular, the BaFin carries out regular audits of the assets forming part of any Cover Pool (as defined below).

In this summary, banks authorised to issue Pfandbriefe will generally be referred to as "**Pfandbrief Banks**".

### Rules applicable to all types of Pfandbriefe

Pfandbriefe are standardised debt instruments issued by a Pfandbrief Bank. The structure of Pfandbriefe is strictly governed by provisions of the Pfandbrief Act and subject to the supervision of the BaFin. Pfandbriefe generally are medium to long-term notes, typically with an original maturity of two to ten years, which are secured or "covered" at all times by a pool of qualifying Cover Assets as described below. Pfandbriefe are obligations of the issuing bank. Hence, no separate vehicle is created for their issuance or for the issuance of any specific series of Pfandbriefe. Under the Pfandbrief Act the terms and conditions of Pfandbriefe may not provide the option for a redemption at the option of the holders prior to maturity.

Pfandbriefe may either be Mortgage Pfandbriefe (*Hypothekenspfandbriefe*), Public Sector Pfandbriefe (*Öffentliche Pfandbriefe*) or Ship Mortgage Pfandbriefe (*Schiffspfandbriefe*) as well as Aircraft Pfandbriefe (*Flugzeugpfandbriefe*). The outstanding Pfandbriefe of any one of these types must be covered by a separate pool of qualifying Cover Assets: a separate pool for each of Mortgage Pfandbriefe, Public Sector Pfandbriefe, Ship Mortgage Pfandbriefe and Aircraft Pfandbriefe ("**Cover Pool**"). An independent trustee (*Treuhänder*) appointed by the BaFin monitors the compliance of the Pfandbrief Bank with the provisions of the Pfandbrief Act. In particular, the trustee monitors that in each case the prescribed cover exists and whether the assets used as cover are correctly entered in the cover register.

The coverage (*Deckung*) of all outstanding Pfandbriefe of a type of Pfandbriefe with respect to principal and interest must at all times be secured on the basis of the present value (*Barwert*), taking into account redemption and interest payments. Moreover, the present value of the cover assets (*Deckungswerte*) contained in the Cover Pool of a certain type of Pfandbriefe must exceed the total amount of liabilities from the corresponding Pfandbriefe and derivatives by at least two % (*sichernde Überdeckung*).

Such excess cover must consist of highly liquid assets. Qualifying assets for the excess cover are, *inter alia*:

- (i) debt securities, debt register claims, treasury bills and treasury certificates of the Federal Republic of Germany, a special fund of the Federal Republic of Germany, a German federal

state, the European Communities, another member state of the European Union, another member state of the European Economic Area ("**EEA States**"), the European Investment Bank, the IBRD-World Bank, the Council of Europe Development Bank, or the European Bank for Reconstruction and Development; this also applies in respect of debt securities, debt register claims, treasury bills and treasury certificates of Switzerland, the United States, Canada, Japan to the extent that their risk weight, in accordance with the rating of a recognised international rating agency has been assigned to the credit rating 1 according to table 1 of Article 114 para. 2 CRR;

- (ii) debt securities, the interest and redemption of which is guaranteed by any of the entities named in (i); and
- (iii) credit balances maintained with the European Central Bank, the central banks of the member states of the European Union and subject to certain conditions appropriate credit institutions having its seat in a state named in (i) above which have, pursuant to article 119 para. 1 CRR a risk weight equalling the credit rating 1 according to table 3 of article 120 para. 1 or table 5 of article 121 para. 1 CRR, the fulfillment of which is not conditional, limited in time, subordinated to other claims by way of a legal transaction or restricted in any other way, but only **provided that** the Pfandbrief Bank knows the amount of the claim at the time of the purchase.

The aggregate principal amount of assets in a Cover Pools must in addition at all times be at least equal to the aggregate principal amount of the outstanding Pfandbriefe issued against the respective Cover Pool and the aggregate interest yield on each Cover Pool must at all times be at least equal to the aggregate interest payable on all Pfandbriefe relating to such Cover Pools. In addition, the Pfandbrief Bank must calculate on a daily basis the amount of liquidity needed in respect of outstanding Pfandbriefe and derivative transactions entered into for coverage purposes within a timeframe for the next 180 days. The highest amount of liquidity needed so calculated must at all times be covered by the sum of the cover assets listed under (i) to (iii) above and the entered cover assets which the European System of Central Banks have classified as being eligible for central bank credit.

The Pfandbrief Bank must record in the register of cover assets for any Cover Pool of a given Pfandbrief type each asset and the liabilities arising from derivatives. Derivatives may be entered in such register only with the consent of the trustee and the counterparty.

The Pfandbrief Bank must maintain a suitable risk management system meeting the requirements specified in detail in the Pfandbrief Act and must comply with comprehensive disclosure requirements on a quarterly and annual basis set out in detail in the Pfandbrief Act.

#### **Cover Pool for *Schiffspfandbriefe***

*Schiffspfandbriefe* are secured by a cover pool consisting of ship mortgages (or portions thereof) which may serve as cover up to the initial 60 % of the value of the ship (ship mortgage lending value) or of the ship under construction as determined by the Pfandbrief Bank on the basis of a valuation (*Schiffsbeleihungswertermittlung*) conducted by an independent external appraiser or experts of the Pfandbrief Bank. Such experts have to be different from those who take part in the credit decision. Claims arising under derivative transactions that meet certain requirements and certain other assets (up to certain thresholds) may qualify for inclusion in the cover pool. The claims secured by ship mortgages on ships under construction, which are assigned to cover *Schiffspfandbriefe* may not exceed in total 20 percent of the total volume of the ship mortgages used to cover *Schiffspfandbriefe*. The ship mortgaged property must be adequately insured against relevant risks throughout the duration of the loan at least in the amount of 110 percent of the loan claims outstanding at the given time plus any senior or equal ranking ship mortgages of third parties according to the business conditions of the Pfandbrief Bank.

Other assets qualifying for inclusion in the cover pool for *Schiffspfandbriefe* include among others

- (i) payment obligations or acknowledgements of debt within the meaning of sections 780 and 781 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("**BGB**") which are secured by ship mortgages, in so far as they are based on qualified loan claims which meet the lending limit and insurance requirements applying to loans served by ship mortgages;
- (ii) certain statutory compensation claims converted into bearer bonds;

- (iii) subject to certain qualifications, up to a total sum of 10 % of the aggregate amount of outstanding *Schiffspfandbriefe*, those assets which may also be included in the 2 % excess cover described above, and money claims against the European Central Bank, a central bank of any EU member state or a suitable credit institution; the share of money claims against one and the same credit institution may not exceed 2 % of the aggregate amount of outstanding *Schiffspfandbriefe*;
- (iv) subject to certain thresholds, the assets which may also be included in the cover pool for Public Sector Pfandbriefe, i.e. specified payment claims under loans, bonds or similar transactions of a wide spectrum of states and other public bodies, up to a total of 20 % of the aggregate principal amount of outstanding *Schiffspfandbriefe*, however, assets under (iii) above are to be counted against such percentage; and
- (v) specified claims arising under certain standardised derivative transactions which are concluded with suitable regulated companies (credit institutions, investment companies investment stock companies, financial services institutions, insurance companies, central counterparties at a stock exchange), the Federal Republic of Germany or a German state, **provided that** the claims of the Pfandbrief Bank according to the master agreement will not be prejudiced in the event of the insolvency of the Pfandbrief Bank or any other cover pool maintained by it. The amount of the claims of the Pfandbrief Bank arising from the derivatives included in the cover pool measured against the total amount of all assets forming part of the cover pool as well as the amount of liabilities of the Pfandbrief Bank arising from such derivatives measured against the aggregate principal amount of the outstanding *Schiffspfandbriefe* plus the liabilities arising from derivatives must in either case not exceed 12 %, calculated in each case on the basis of the present values (*Barwerte*) of such derivatives.

#### **Cover Pool for *Flugzeugpfandbriefe***

*Flugzeugpfandbriefe* are secured by a cover pool consisting of aircraft mortgages (or portions thereof) which may serve as cover up to the initial 60 % of the value of the aircraft (aircraft lending value) as determined by the Pfandbrief Bank on the basis of a valuation (*Flugzeugbeleihungswertermittlung*) conducted by an independent external appraiser or experts of the Pfandbrief Bank. Such experts have to be different from those who take part in the credit decision. Claims arising under derivative transactions that meet certain requirements and certain other assets (up to certain thresholds) may qualify for inclusion in the cover pool. The aircraft must be adequately insured against relevant risks throughout the duration of the loan at least in the amount of 110 percent of the loan claims outstanding at the given time plus any senior or equal ranking registered liens of third parties according to the business conditions of the Pfandbrief Bank.

Other assets qualifying for inclusion in the cover pool for *Flugzeugpfandbriefe* include among others

- (i) payment obligations or acknowledgements of debt within the meaning of sections 780 and 781 BGB which are secured by registered liens, in so far as they are based on qualified loan claims which meet the lending limit and insurance requirements applying to loans served by registered liens;
- (ii) certain statutory compensation claims converted into bearer bonds;
- (iii) subject to certain qualifications, up to a total sum of 10 % of the aggregate amount of outstanding *Flugzeugpfandbriefe*, those assets which may also be included in the 2 % excess cover described above, and money claims against the European Central Bank, a central bank of any EU member state or a suitable credit institution; the share of money claims against one and the same credit institution may not exceed 2 % of the aggregate amount of outstanding *Flugzeugpfandbriefe*;
- (iv) subject to certain thresholds, the assets which may also be included in the cover pool for Public Pfandbriefe, i.e. specified payment claims under loans, bonds or similar transactions of a wide spectrum of states and other public bodies, up to a total of 20 % of the aggregate principal amount of outstanding *Flugzeugpfandbriefe*, however, assets under (iii) above are to be counted against such percentage; and
- (v) specified claims arising under certain standardised derivative transactions which are concluded with suitable regulated companies (credit institutions, investment companies investment stock companies, financial services institutions, insurance companies, central

counterparties at a stock exchange), the Federal Republic of Germany or a German state, **provided that** the claims of the Pfandbrief Bank according to the master agreement will not be prejudiced in the event of the insolvency of the Pfandbrief Bank or any other cover pool maintained by it. The amount of the claims of the Pfandbrief Bank arising from the derivatives included in the cover pool measured against the total amount of all assets forming part of the cover pool as well as the amount of liabilities of the Pfandbrief Bank arising from such derivatives measured against the aggregate principal amount of the outstanding *Flugzeugpfandbriefe* plus the liabilities arising from derivatives must in either case not exceed 12 %, calculated in each case on the basis of the present values (*Barwerte*) of such derivatives.

### Insolvency Proceedings

In the event of insolvency proceedings over the assets of the Pfandbrief Bank, any Cover Pool maintained by it would not be part of the insolvency estate (Separation Principle), and, therefore, such insolvency would not automatically result in an insolvency of any Cover Pool. Only if at the same time or thereafter the relevant Cover Pool were to become insolvent, separate insolvency proceedings would be initiated against such Cover Pool by the BaFin. In this case, holders of Pfandbriefe would have a preferred claim against the respective Cover Pool. Their preferential right would also extend to interest on the Pfandbriefe accrued after the commencement of insolvency proceedings. Furthermore, to the extent that holders of Pfandbriefe suffer a loss, such holders would also have recourse to any assets of the Pfandbrief Bank not included in the Cover Pools. As regards those assets, holders of the Pfandbriefe would rank equal with other unsecured and unsubordinated creditors of the Pfandbrief Bank.

Up to three administrators (Sachwalter, each an “**Administrator**”) will be appointed in the case of the insolvency of the Pfandbrief Bank to administer each Cover Pool for the sole benefit of the holders of the Pfandbriefe. The Administrator will be appointed by the court having jurisdiction in the insolvency proceedings of the Pfandbrief Bank upon recommendation of the BaFin before or after the institution of insolvency proceedings. The Administrator will be subject to the supervision of the court and also of the BaFin with respect to the duties of the Pfandbrief Bank arising in connection with the administration of the assets included in the relevant Cover Pool. The Administrator is entitled to a remuneration for its services. The purpose of separating the Cover Pool assets is the timely fulfilment of the Pfandbrief liabilities and the proper administration of the insolvency-free assets. The insolvency-free assets as well as the claims of the Pfandbrief creditors form a “Pfandbrief Bank with limited business activities” (*Pfandbriefbank mit beschränkter Geschäftstätigkeit*) in the insolvency of the Pfandbrief Bank. The Administrator is entitled to undertake all legal transactions having effect on the relevant Pfandbrief Bank with limited business activities which are necessary for a correct administration of the Cover Pool assets in the interests of the fullest and timely fulfilment of the relevant Pfandbrief liabilities. In case the Pfandbrief Bank has different types of Pfandbriefe outstanding, the Administrator will have to administer several Pfandbrief Banks with limited business activity the future destiny of such Pfandbrief Banks being independent of each other. The Administrator may in particular procure liquid funds to ensure the complete settlement of outstanding Pfandbriefe. Subject to the consent of the BaFin, the Administrator may transfer all or part of the cover assets and the liabilities arising from the Pfandbriefe issued against such assets to another Pfandbrief Bank. Until complete and timely performance of the Pfandbrief liabilities the banking licence of the relevant Pfandbrief Bank continues to exist in respect of the Cover Pool assets and the relevant Pfandbrief liabilities, even if the banking licence of the relevant Pfandbrief Bank has been annulled or has expired.

The insolvency administrator of the Pfandbrief Bank is only entitled to demand the transfer of such assets to the insolvency estate to the extent that those assets are obviously not necessary to satisfy Pfandbrief claims.

Section 36a of the Pfandbrief Act clarifies that proceedings pursuant to the provisions of the German Credit Institution Reorganization Act (*Kreditinstitute-Reorganisationsgesetz*) regarding a Pfandbrief Bank do not affect the Cover Pool assets of the Pfandbrief Bank or the claims of the Pfandbrief investors. The Administrator shall observe the provisions of a reorganization plan in the performance of his duties and the exercising of his rights unless there is a danger that the Pfandbrief creditors will be prejudiced against. Where an transfer order pursuant to the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) (“**Recovery and Resolution Act**”) or the Regulation (EU) No 806/2014 (“**SRM Regulation**”) affects provisions on the partial or complete transfer of the Pfandbrief business, the transfer shall be made in accordance with the Pfandbrief Act, which prevails over the Recovery and Resolution Act in so far. The transfer order may also comprise the direct transfer of assets registered in the cover registers and the corresponding Pfandbrief obligations. Where the

cover register contains either claims against obligors which have their head office outside a member state of the European Union or the European Economic Area or collateral over real estate or equivalent rights, ships or aircraft, which are themselves situated or registered outside the member states of the European Union or the European Economic Area, the transfer of the assets registered in the cover registers may only take place on the basis of an order of the German Federal Agency for Financial Market Stabilisation (*Bundesanstalt für Finanzmarktstabilisierung*) ("**FMSA**") which provides that the administered assets are considered as assets of the other (non-insolvent) Pfandbrief Bank and which appoints an Administrator *ex-officio* to administer the transferred assets for the acquiring Pfandbrief Bank on trust. When the reorganization procedure is initiated or the transfer order is issued, the BaFin, or in the event of a transfer order, the FMSA, can appoint the Administrator *ex-officio* on a temporary basis. The court appointment shall be effected afterwards without delay. With respect to the Bail-in Tool under the Recovery and Resolution Act and the SRM Regulation, there is an exemption for liabilities under covered bonds.

## TAXATION

This tax section deals with the deduction of withholding tax from the proceeds of the investment in the Instruments to be made under German and Luxembourg law. It does not purport to be a comprehensive or complete overview of the tax law and practice currently applicable in Germany and Luxembourg. For their particular case, prospective investors should consult their own professional advisers. The overview is based on German and Luxembourg domestic tax laws currently in force and as applied in practice as of the date of this Programme. Provisions may change at short-term notice, possibly with retroactive effect. As each Tranche of Instruments may be subject to a different withholding tax treatment due to the specific terms of such Tranche, the following section only provides some general information on the possible withholding tax treatment.

### Withholding taxation in Germany

In principle, only persons (individuals and incorporated entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to German withholding tax with respect to payments under the Instruments. Non-resident persons generally do not suffer German withholding tax. If, however, the income from the Instruments is subject to German tax, i.e. if (i) the Instruments are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the relevant investor or (ii) the income from the Instruments qualifies for other reasons as taxable German source income, German withholding tax is applied, as a rule, as in the case of a German tax resident investor.

German withholding tax will be levied at a flat withholding tax rate of 26.375% (including solidarity surcharge (*Solidaritätszuschlag*), plus church tax if applicable) on interest and on proceeds from the sale of the Instruments if the Instruments are held in a custodial account which the relevant investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**"). If the Instruments are redeemed, repaid, assigned or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage*), such transaction is treated like a sale. If the Issuer exercises the right to substitute the debtor of the Instruments, the substitution might, for German tax purposes, be treated as an exchange of the Instruments for new instruments issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

If an investor sells or redeems the Instruments, the tax base is, in principle, the difference between the acquisition costs and the proceeds from the sale or redemption of the Instruments reduced by expenses directly and factually related to the sale or redemption. Where the Instruments are acquired and/or sold in a currency other than Euro, the sales/redemption price and the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively. If the Instruments have not been held in the custodial account maintained with the Disbursing Agent since their acquisition and the acquisition costs of the Instruments are not proven to the German Disbursing Agent in the form required by law (e.g. if the Instruments had been transferred from a non-EU custodial account prior to the sale), withholding tax is applied to 30% of the proceeds from the sale or redemption of the Instruments.

When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (*negative Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

For individuals who are subject to church tax, church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). In the latter case the investor has to include the savings income in the tax return and will then be assessed to church tax.

With regard to individuals holding the Instruments as private assets, any withholding tax levied shall, in principle, become definitive and replace the income taxation of the relevant investor. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the relevant investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the tax assessment procedure. However, the separate tax rate for savings income applies in most cases also within the assessment procedure. In certain cases, the investor may apply to be assessed on the basis of its personal tax

rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In the case of jointly assessed husband and wife or registered life partners the application can only be filed for savings income of both spouses / life partners.

With regard to other investors, German withholding tax is a prepayment of (corporate) income tax and will be credited or refunded within the tax assessment procedure.

No German withholding tax will be levied if an individual holding the Instruments as private assets has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife or registered life partners). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent. Further, with regard to investors holding the Instruments as business assets, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Instruments if (a) the Instruments are held by a corporation or (b) the proceeds from the Instruments qualify as income of a domestic business and the investor has notified this to the German Disbursing Agent by use of the officially required form.

The Issuer is, in general, not obliged to levy German withholding tax in respect of payments on the Instruments. If, however, the Instruments qualify as hybrid instruments (e.g. silent partnership, profit participating instruments, jouissance rights (*Genussrechte*)), German withholding tax has to be imposed by the Issuer irrespective of whether or not the Instruments are held in a custodial account maintained with a German Disbursing Agent.

### **Withholding Taxation in Luxembourg**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**") and mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes, provided that the interest on the Notes does not depend on the profit of the Issuer.

However, under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20 %. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law would be subject to a withholding tax of 20 %.

Further, Luxembourg resident individuals acting in the course of the management of their private wealth, who are the beneficial owners of interest or similar income made or ascribed by a paying agent established outside Luxembourg in a Member State of either the European Union or the European Economic Area may also opt for a final 20 % levy, providing full discharge of Luxembourg income tax. In such case, the 20 % levy is calculated on the same amounts as the 20 % withholding tax for payments made by Luxembourg resident paying agents. The option for the 20 % final levy must cover all interest payments made by the paying agents to the Luxembourg resident beneficial owner during the entire civil year. Responsibility for the declaration and the payment of the 20 % final levy is assumed by the individual resident beneficial owner of the interest or similar income.

Investors who are in any doubt as to their position should consult their professional advisers.

### **The Proposed Financial Transaction Tax ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

However, the FTT proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

## **SALE OF NOTES**

Notes issued under this Programme may be offered and sold by Dealers to professional and non-professional investors subject to the restrictions referred to below. Each Dealer has represented, warranted and undertaken that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Instruments or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Instruments under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefore.

Each Dealer has acknowledged that, other than with respect to the admission of the Instruments to listing, trading and/or quotation by the relevant listing authorities, stock exchanges and/or quotation systems, no action has been or will be taken in any jurisdiction by the Issuer that would permit a public offering of the Instruments, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

## SELLING RESTRICTIONS

### Public Offer Selling Restrictions under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Instruments to the public in that Relevant Member State:

- (a) if the final terms in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

**provided that** no such offer of Instruments referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Instruments to the public**” in relation to any Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

### United States of America

With regard to each Tranche, each Dealer has acknowledged that the Instruments have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented, warranted and undertaken that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has further represented, warranted and undertaken that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note.

Instruments in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph shall have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder (“**U.S. IRC**”).

In addition, until 40 days after the later of the commencement of the offering and closing date, an offer or sale of Instruments within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Article 4 (1) (n) of the Dealer Agreement, each Dealer has severally (i) acknowledged that the Instruments have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act; (ii) represented, warranted and undertaken that it has not offered, sold or delivered any Instruments, and will not offer, sell or deliver any Instruments, (x) as part of its distribution at any time or (y) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly (iii) further represented, warranted and undertaken that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Instrument, and it and they have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act; and (iv) also agreed that, at or prior to confirmation of any sale of Instruments, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Instruments covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903(b)(2)(iii) of Regulation S under the Securities Act (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act."

Each Dealer who has purchased Instruments of a Tranche hereunder (or in the case of a sale of a Tranche of Instruments issued to or through more than one Dealer, each of such Dealers as to the Instruments of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Instruments of such Tranche. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Instruments, other than Instruments with an initial maturity at original issue of one year or less or that have been determined to be in registered form for U.S. federal income tax purposes, will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**"), or in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(C) (the "**C Rules**"), as specified in the applicable Final Terms.

In addition, in respect of Instruments issued in accordance with the D Rules, each Dealer has represented, undertaken and agreed that:

- (a) except to the extent permitted under the D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, directly or indirectly, Instruments in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Instruments in bearer form that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Instruments in bearer form are aware that such Instruments may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (c) if such Dealer is a United States person, it has represented that it is acquiring the Instruments in bearer form for purposes of resale in connection with their original issuance and if such Dealer retains Instruments in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation Section 1.163-5(c)(2)(i)(D)(6);
- (d) with respect to each affiliate that acquires from such Dealer Instruments in bearer form for the purposes of offering or selling such Instruments during the restricted period, such Dealer

either (i) has repeated and confirmed the agreements contained in sub-clauses (a), (b) and (c) on such affiliate's behalf or (ii) has agreed that it will obtain from such affiliate for the benefit of the Issuer the representations, undertakings and agreements contained in sub-clauses (a), (b) and (c); and

- (e) if it enters into a written contract for the offer or sale during the restricted period of the Instruments in bearer form with any person other than an affiliate (a "**distributor**" as defined in United States Treasury Regulation § 1.163-5(c)(2)(i)(D)(4)) it shall obtain for the benefit of the Issuer comparable representations, undertakings and agreements as those contained in sub-clauses (a), (b), (c) and (d) with respect to such distributor and its affiliates.

Each Instrument issued in accordance with the D Rules will bear the following legend:

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA) WHO HOLDS THIS OBLIGATION, DIRECTLY OR INDIRECTLY, WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA.

Terms used in the above paragraph have the meanings given to them by the U.S. IRC, including the D Rules.

In addition, where the C Rules are specified in the relevant Final Terms as being applicable to any Tranche of Instruments, Instruments in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, Instruments in bearer form within the United States or its possessions in connection with the original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of Instruments in bearer form, that it has not communicated, and will not communicate directly or indirectly, with a prospective purchaser if either such purchaser or Dealer is within the United States or its possessions and will not otherwise involve the U.S. office of such Dealer in the offer or sale of Instruments in bearer form. Terms used in this paragraph have the meanings given to them by the U.S. IRC, including the C Rules.

Each issue of index-, commodity- or currency-linked Instruments shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issue and purchase of such Instruments, which additional selling restrictions shall be set out in the Final Terms. Each Dealer has agreed that it shall offer, sell and deliver such Instruments only in compliance with such additional U.S. selling restrictions.

#### **Selling Restrictions Addressing Additional United Kingdom Securities Laws**

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) in relation to any Instruments having a maturity of less than one year:
  - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
  - (ii) it has not offered or sold and will not offer or sell any Instruments other than to persons:
    - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses, or
    - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,where the issue of the Instruments would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 "**FSMA**")

received by it in connection with the issue or sale of any Instruments in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

#### **Selling Restrictions Addressing Additional Luxembourg Securities Laws**

The Instruments having a maturity at the issue of less than 12 months that may qualify as securities and money market instruments in accordance with article 4. 2. j) of the Luxembourg law dated 10 July 2005 on prospectuses for securities, as amended (the "**Luxembourg Prospectus Law**") and implementing Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended, may not be offered or sold to the public within the territory of the Grand-Duchy of Luxembourg unless

- (a) a simplified prospectus has been duly approved by the *Commission de Surveillance du Secteur Financier* and published pursuant to part III of the Luxembourg Prospectus Law; or
- (b) the offer benefits from an exemption from or constitutes a transaction not subject to, the requirement to publish a simplified prospectus under part III of the Luxembourg Prospectus Law.

#### **Selling Restrictions Addressing Additional Netherlands Securities Laws**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not make an offer of Instruments which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:

- (a) such offer is made exclusively to legal entities which are qualified investors as defined in the Prospectus Directive; or
- (b) standard exemption wording is disclosed as required by article 5:20(5) of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*); or
- (c) such offer is otherwise made in circumstances in which article 5:20(5) of the Dutch Financial Supervision Act is not applicable,

**provided that** no such offer of Instruments shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expressions (i) an "**offer of Instruments to the public**" in relation to any Instruments in The Netherlands; and (ii) "**Prospectus Directive**", have the meaning given to them above in the paragraph headed with "*Public Offer Selling Restrictions Under the Prospectus Directive*".

#### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the "**FIEA**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

## GENERAL INFORMATION

### GENERAL INFORMATION

#### Clearing Systems

The Instruments have been accepted for clearance through Clearstream Banking AG, Frankfurt am Main, Mergenthalerallee 61, 65760 Eschborn, Germany ("**CBF**"), Clearstream Banking *société anonyme*, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("**CBL**") and Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, as operator of the Euroclear system ("**Euroclear**"). The appropriate German securities number ("**WKN**"), if any, Common Code and ISIN for each Tranche of Instruments allocated by CBF, CBL and Euroclear will be specified in the applicable Final Terms. If the Instruments are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

#### Listing of the Instruments and admission to trading

Application has been made in order for the Instruments in bearer form to be issued under the Programme to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange appearing on the list of regulated markets issued by the European Commission (*Regulated Market Bourse de Luxembourg*). The Prospectus will also be available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

However, Instruments may be issued pursuant to the Programme which will not be listed on the regulated market of the Luxembourg Stock Exchange appearing on the list of regulated markets issued by the European Commission or any other stock exchange or which will be listed on such other stock exchange as the Issuer and the relevant Dealer(s) may agree (for instance on the Taiwan Stock Exchange). Instruments may further be issued under the Programme which will not be listed on any stock exchange and/or traded on any market segment of a stock market.

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

Certain Dealers and their affiliates may be customers of, borrowers from or creditors of the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

#### Method to determine the yield

The ICMA method determines the effective interest rate of fixed rate Instruments taking into account accrued interest on a daily basis.

#### Use of Proceeds and Reasons for the Offer

The net proceeds from each issue of Instruments by the Issuer will be used for its general financing purposes unless specified otherwise in the Final Terms.

#### Significant material changes in the Group's financial position

There has been no significant change in the financial or trading position of DVB Bank SE since 31 December 2016.

#### Material adverse changes in the Issuer's prospects

There has been no material adverse change in the prospects of DVB Bank SE since 31 December 2016.

## Ratings

Standard & Poor's Credit Markets Services Europe Limited ("**Standard & Poor's**")<sup>(1)(2)</sup> has assigned the long-term counterparty credit rating A+<sup>(3)(4)</sup>, the short-term credit rating A-1<sup>(3)(4)</sup> and a negative outlook to DVB Bank SE.

Fitch Ratings Ltd. ("**Fitch**")<sup>(2)(5)</sup> has assigned the long-term issuer default rating AA-<sup>(3)(6)</sup> (Group Rating) and the short-term issuer default rating F1+<sup>(3)</sup> (Group Rating) to DVB Bank SE within the scope of the German Co-operative Financial Services Network's rating. Within this scope, Fitch has also assigned to DVB's Debt Issuance Programme the ratings long-term senior unsecured AA-<sup>(3)(6)</sup> and short-term senior unsecured F1+<sup>(3)(6)</sup>.

- (1) Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended from time to time (the "**CRA Regulation**").
- (2) The European Securities and Markets Authority publishes on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that update list in the Official Journal of the European Union within 30 days following such update.
- (3) A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.
- (4) The classification ("A") is the third highest category within Standard & Poor's long-term credit scale. The modifier "+" indicates that DVB's debt ranks in the higher end of that category. The classification A-1 is the highest category within Standard & Poor's short-term credit scale.
- (5) Fitch is established in the European Community and is registered under the CRA Regulation.
- (6) The classification "AA-" is the second highest category with Fitch's long-term credit scale. The modifier "-" indicates that DVB's debt ranks in the lower end of that category. The classification "F1" is the highest category within Fitch's short-term credit scale. The modifier "+" indicates that DVB's debt ranks in the higher end of that category.

## Authorisation

The update of the Programme has been authorised by a resolution of the Board of Managing Directors of DVB Bank SE dated 1 March 2017.

## Documents incorporated by reference

The pages specified below of the following documents which have previously been published or are published simultaneously with this Prospectus are incorporated by reference in this prospectus:

- the audited consolidated financial statements as of and for the financial year ended 31 December 2016 prepared in accordance with IFRS as adopted by the EU and the additional requirements of German commercial law pursuant to section 315a (1) HGB including the respective audit opinion contained in the DVB Annual Report for the financial year ended 31 December 2016.
- the audited consolidated financial statements as of and for the financial year ended 31 December 2015 prepared in accordance with IFRS as adopted by the EU and the additional requirements of German commercial law pursuant to section 315a (1) HGB including the respective audit opinion contained in the DVB Annual Report for the financial year ended 31 December 2015.
- the debt issuance programme prospectus of DVB Bank SE dated 2 May 2016.
- the debt issuance programme prospectus of DVB Bank SE dated 8 May 2015.
- the debt issuance programme prospectus of DVB Bank SE dated 9 May 2014.

The DVB consolidated financial statements and audit opinions thereon for the financial years ended 31 December 2016 and 2015 incorporated by reference in this prospectus are English language translations of the respective German language audited consolidated financial statements and audit opinions.

According to Section 342b of the German Commercial Code (*Handelsgesetzbuch*) the German Financial Reporting Enforcement Panel (*Deutsche Prüfstelle für Rechnungslegung*) (the "**FREP**") is authorized to examine whether the company's financial statements comply with statutory requirements, including generally accepted accounting principles or other accounting standards authorized by law. In particular, the FREP conducts examinations (i) if indications exist of a breach of

accounting standards, (ii) upon request by BaFin, or (iii) on a random-sampling basis without immediate cause ("sampling examination"). In the course of a sampling examination initiated on 7 August 2014 FREP, in a letter dated 16 December 2015, determined an error regarding the presentation of a claim for damages in the context of its audit of the consolidated financial statements of DVB Bank SE for the financial year ended 31 December 2013. The identified error refers to the fact that the claim for damages, in accordance with International Accounting Standard (IAS) 37 "Provisions, Contingent Liabilities and Contingent Assets", should only be recognised in relation to the contractually secured rights. Since the relevant receivable had been overstated by € 26.6 million in the consolidated financial statements of DVB Bank SE for the financial years ended 31 December 2013, pursuant to the rules set out in IAS 8.41 et seqq, the comparative financial information (including the opening balances) for the financial year ended 31 December 2014 contained in the first set of financial statements authorised for issue after the discovery of the error, viz the consolidated financial statements of DVB Bank SE for the financial year ended 31 December 2015, had to be adjusted retrospectively.

Any website referred to in this Prospectus is referred to for information purposes only and does not form part of this Prospectus.

## Table of documents incorporated by reference

DVB Bank SE, Frankfurt am Main, Germany

### Extracted from:

#### DVB Annual Report for the financial year ended 31 December 2016

|   |                                                               |                       |
|---|---------------------------------------------------------------|-----------------------|
| - | Income statement                                              | 221                   |
| - | Statement of comprehensive income                             | 222                   |
| - | Statement of financial position                               | 223                   |
| - | Statement of changes in equity                                | 224                   |
| - | Cash flow statement                                           | 224-225               |
| - | Notes (including appropriation of profits and segment report) | 221, 226-227, 228-289 |
| - | Audit opinion (translation) <sup>1</sup>                      | 291                   |

<sup>1</sup> The audit opinion refers to the respective consolidated financial statements of DVB Bank SE and the group management report as a whole and not solely to the respective consolidated financial statements incorporated by reference.

### Extracted from:

#### DVB Annual Report for the financial year ended 31 December 2015

|   |                                                               |                   |
|---|---------------------------------------------------------------|-------------------|
| - | Income statement                                              | 179               |
| - | Statement of comprehensive income                             | 180               |
| - | Balance sheet                                                 | 181               |
| - | Statement of changes in equity                                | 182               |
| - | Cash flow statement                                           | 183               |
| - | Notes (including appropriation of profits and segment report) | 179, 184, 185-245 |
| - | Audit opinion (translation) <sup>1</sup>                      | 247               |

<sup>1</sup> The audit opinion refers to the respective consolidated financial statements of DVB Bank SE and the group management report as a whole and not solely to the respective consolidated financial statements incorporated by reference.

### Extracted from:

#### Debt Issuance Programme Prospectus of DVB Bank SE dated 2 May 2016

|   |                                                                       |           |
|---|-----------------------------------------------------------------------|-----------|
| - | Terms and Conditions of the Instruments<br>(English Language Version) | 80 – 124  |
| - | Terms and Conditions of the Instruments<br>(German Language Version)  | 125 – 173 |
| - | Form of Final Terms ( <i>Muster – Endgültige Bedingungen</i> )        | 174 – 190 |

#### Debt Issuance Programme Prospectus of DVB Bank SE dated 8 May 2015

|   |                                                                       |           |
|---|-----------------------------------------------------------------------|-----------|
| - | Terms and Conditions of the Instruments<br>(English Language Version) | 74 – 118  |
| - | Terms and Conditions of the Instruments<br>(German Language Version)  | 119 – 167 |
| - | Form of Final Terms ( <i>Muster – Endgültige Bedingungen</i> )        | 168 – 183 |

#### Debt Issuance Programme Prospectus of DVB Bank SE dated 9 May 2014

|   |                                                                       |           |
|---|-----------------------------------------------------------------------|-----------|
| - | Terms and Conditions of the Instruments<br>(English Language Version) | 73 – 115  |
| - | Terms and Conditions of the Instruments<br>(German Language Version)  | 116 – 162 |
| - | Form of Final Terms ( <i>Muster – Endgültige Bedingungen</i> )        | 163 – 177 |

Any information not incorporated by reference into this Prospectus but contained in one of the documents mentioned as source documents in the cross reference list above is either not required by the relevant schedules of the Commission Regulation (EC) No. 809/2004 of 29 April 2004, as amended or covered in another part of this Prospectus.

The source documents from which the information mentioned above has been incorporated by reference into this Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and may be inspected and are available free of charge at the specified office of the Paying Agent(s) as long as any Notes are listed on the regulated market of the Luxembourg Stock Exchange and the rules of such stock exchange so require.

#### **Documents on Display**

The following documents (or copies thereof) will be available for inspection free of charge, during normal business hours on any weekday (Saturdays, Sundays and German bank holidays excepted) at the registered office of the Issuer and at the specified office of the Fiscal Agent:

- (a) the Articles of Association of DVB Bank SE;
- (b) the Annual Report of DVB for the financial year ended 31 December 2016 containing the audited consolidated financial statements mentioned above;
- (c) the Annual Report of DVB for the financial year ended 31 December 2015 containing the audited consolidated financial statements mentioned above;
- (d) this Prospectus; and
- (e) the Final Terms relating to those Instruments listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market *Bourse de Luxembourg* or which relate to Instruments for which a listing on any other regulated market or an offer to the public in the European Economic Area is envisaged may be obtained from the Paying Agent in Luxembourg free of charge and are also available, where applicable, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

## **Names and Addresses**

### **Issuer**

DVB Bank SE  
Platz der Republik 6  
60325 Frankfurt am Main  
Germany

### **Arrangers**

Deutsche Bank Aktiengesellschaft  
Mainzer Landstrasse 11-17  
60329 Frankfurt am Main  
Germany

DZ BANK AG  
Deutsche Zentral-  
Genossenschaftsbank,  
Frankfurt am Main  
Platz der Republik  
60265 Frankfurt am Main  
Germany

### **Dealers**

DZ BANK AG  
Deutsche Zentral-  
Genossenschaftsbank,  
Frankfurt am Main  
  
Platz der Republik  
60265 Frankfurt am Main  
Germany

Deutsche Bank Aktiengesellschaft  
Mainzer Landstrasse 11-17  
60329 Frankfurt am Main  
Germany

DVB Bank SE  
Platz der Republik 6  
60325 Frankfurt am Main  
Germany

Landesbank Baden-Württemberg  
Am Hauptbahnhof 2  
70173 Stuttgart  
Germany

UniCredit Bank AG  
Arabellastr.12  
81925 München  
Germany

## **Issuing and Paying Agent for Notes and Pfandbriefe**

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Germany

## **Issuing and Paying Agent for Pfandbriefe**

DVB Bank SE  
Platz der Republik 6  
60325 Frankfurt am Main  
Germany

## **Listing Agent in Luxembourg**

Deutsche Bank Luxembourg S.A.  
2, Boulevard Konrad Adenauer  
1115 Luxembourg  
Luxembourg

## **Legal Advisors to the Issuer**

White & Case LLP  
Bockenheimer Landstraße 20  
60323 Frankfurt am Main  
Germany

## **Legal Advisors to the Dealers**

Clifford Chance  
Deutschland LLP  
Mainzer Landstrasse 46  
60325 Frankfurt am Main  
Germany

## **Auditors of DVB Bank SE**

Ernst & Young GmbH  
Wirtschaftsprüfungsgesellschaft  
Stuttgart, office Eschborn  
Mergenthalerallee 3 - 5  
65760 Eschborn  
Germany