Prospectus dated 11 September 2024

Bayer Aktiengesellschaft

(incorporated in the Federal Republic of Germany)

EUR 750,000,000
Subordinated Resettable Fixed Rate Notes due 2054
with a First Optional Redemption Date in 2029

ISIN XS2900282133, Common Code 290028213, WKN A383Q8, Issue price: 99.716 per cent.

Bayer Aktiengesellschaft (the "**Issuer**") will issue on 13 September 2024 (the "**Issue Date**") EUR 750,000,000 Subordinated Resettable Fixed Rate Notes due 2054 with a First Optional Redemption Date in 2029 (the "**Notes**"), in the denomination of EUR 100,000 per Note.

The Notes will be governed by the laws of the Federal Republic of Germany ("**Germany**").

The Notes will bear interest from and including the Interest Commencement Date to but excluding 13 December 2029 (the "**First Reset Date**") at a rate of 5.500 per cent. *per annum*. Thereafter, unless previously redeemed, the Notes will bear interest (i) from and including the First Reset Date to but excluding 13 December 2034 (the "**First Step-up Date**") at a rate *per annum* equal to the applicable 5-year mid swap rate for the Reset Period (as defined in § 3 of the terms and conditions of the Notes (the "**Terms and Conditions**")) plus 326.9 basis points *per annum* (no step-up), (ii) from and including the First Step-up Date to but excluding 13 December 2049 (the "**Second Step-up Date**") at a rate *per annum* equal to the applicable 5-year mid swap rate for the Reset Period plus 351.9 basis points *per annum* (including a step-up of 25 basis points) and (iii) from and including the Second Step-up Date to but excluding 13 September 2054 (the "**Maturity Date**") at a rate *per annum* equal to the applicable 5-year mid swap rate for the Reset Period plus 426.9 basis points *per annum* (including a further step-up of 75 basis points).

Interest on the Notes is scheduled to be paid annually in arrear on 13 December in each year, commencing on 13 December 2024 (first short coupon).

Unless previously redeemed or repurchased and cancelled, the Notes will be redeemed at par on the Maturity Date.

The Issuer is entitled to defer interest payments on the Notes under certain circumstances (as set out in § 4(1) of the Terms and Conditions) (such payments the "**Deferred Interest Payments**").

The Issuer may pay such Deferred Interest Payments at any time upon due notice (as set out in § 4(2) of the Terms and Conditions) and it shall pay such Deferred Interest Payments (in whole, but not in part) under certain other circumstances (as set out in § 4(3) of the Terms and Conditions). Such Deferred Interest Payments will not bear interest themselves.

The Issuer may, at its option, redeem the Notes prior to the Maturity Date on the terms set forth in § 5 of the Terms and Conditions.

The Notes will initially be represented by a temporary global note in bearer form (the "**Temporary Global Note**"). Interests in the Temporary Global Note will be exchangeable, in whole or in part, for interests in a corresponding permanent global note (the "**Permanent Global Note**" and together with the Temporary Global Note, the "**Global Notes**") not earlier than 40 days after the Issue Date (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 6.3 of Regulation (EU) 2017/1129 of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as amended (the "**Prospectus Regulation**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.luxse.com).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg ("**CSSF**") in its capacity as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the securities that are the subject of this Prospectus. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes.

This Prospectus will be valid until 11 September 2025 and may in this period be used for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply upon expiry of the validity period of this Prospectus.

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the Luxembourg Stock Exchange's regulated market. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (as amended, "**MiFID II**").

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, the Notes in any jurisdiction where such offer or solicitation is unlawful.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and subject to certain exceptions, the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"), the United Kingdom (the "**UK**") or anywhere else.

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risks and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. Investing in the Notes involves certain risks. Please review the section entitled "*Risk Factors*" beginning on page 7 of this Prospectus.

Joint Bookrunners and Co-ordinating Banks

Barclays **HSBC**

Mizuho **Standard Chartered Bank AG**

Joint Bookrunners

Santander Corporate & Investment Banking **Rabobank**

RESPONSIBILITY STATEMENT

The Issuer with its registered office in Germany accepts responsibility for the information contained in this Prospectus and hereby declares that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The Issuer further confirms that (i) this Prospectus contains all relevant information with respect to the Issuer (also referred to as "**Bayer AG**" herein) and its consolidated subsidiaries taken as a whole ("**Bayer**", "**we**", "**us**", "**our**" or the "**Bayer Group**") and to the Notes which is material in the context of the issue and the offering of the Notes, including all relevant information which, according to the particular nature of the Issuer and of the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Bayer Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Bayer Group and the Notes are in every material respect true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Bayer Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

NOTICE

No person is authorized to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorized by or on behalf of the Issuer or Barclays Bank Ireland PLC, Banco Santander, S.A., Coöperatieve Rabobank U.A., HSBC Continental Europe, Mizuho Securities Europe GmbH or Standard Chartered Bank AG (together, the "**Joint Bookrunners**").

This Prospectus should be read and understood in conjunction with any supplement hereto and with all documents incorporated herein or therein by reference.

The legally binding language of this Prospectus is English except for the Terms and Conditions in respect of which German is the legally binding language.

In this Prospectus, all references to "€", "EUR" or "Euro" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, as amended. References to "US$" are to United States dollars. References to "billions" are to thousands of millions.

Unless indicated otherwise, all financial information presented in the text and tables included in this Prospectus is shown in millions of Euro (in EUR million). Certain financial information, including percentages, has been rounded according to established commercial standards. As a result, rounded figures in the tables in this Prospectus may not add up to the aggregate amounts in such tables (sum totals or subtotals), which are calculated based on unrounded figures. Furthermore, differences and ratios are calculated based on unrounded figures.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Joint Bookrunners to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Joint Bookrunners to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus reflects the status as at its date. The offering, sale and delivery of the Notes and the distribution of the Prospectus may not be taken as an implication that the information contained herein is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since the date hereof.

To the extent permitted by the laws of any relevant jurisdiction, none of the Joint Bookrunners, any of its affiliates or any other person mentioned in the Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any other documents incorporated by reference and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accept any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Bookrunners have not independently verified any such information and accept no responsibility for the accuracy thereof.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions see the section "*Subscription and Sale of the Notes – Selling Restrictions*" below. In particular, the Notes have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States of America or to U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**").

For the avoidance of doubt, the content of any website referred to in this Prospectus does not form part of this Prospectus and the information on such websites has not been scrutinized or approved by the CSSF as competent authority under the Prospectus Regulation.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

MIFID II PRODUCT GOVERNANCE / TARGET MARKET: PROFESSIONAL INVESTORS AND ECPS ONLY

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPS REGULATION / PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 (as amended, the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 of 26 November 2014 on key information documents for packaged retail and insurance-based investment products as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Joint Lead Managers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

BENCHMARK REGULATION: STATEMENT ON REGISTRATION OF BENCHMARK ADMINISTRATOR

Following the First Reset Date, interest amounts payable under the Notes are to be calculated by reference to the annual swap rate for swap transactions denominated in EUR with a term of 5 years, which appears on the Reuters Screen Page "ICESWAP2" under the heading "EURIBOR BASIS" as of 11.00 a.m. (Frankfurt time) on the Interest Determination Date, and which is provided by ICE Benchmark Administration Limited ("**IBA**"). The annual swap rate for swap transactions denominated in Euro is calculated by reference to the Euro Interbank Offered Rate ("**EURIBOR**") which is provided by the European Money Market Institute ("**EMMI**"). As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of Regulation (EU) 2016/1011 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, as amended (the "**Benchmarks Regulation**"), while IBA does not appear on the ESMA register.

STABILISATION

IN CONNECTION WITH THE ISSUE OF THE NOTES, BARCLAYS BANK IRELAND PLC (THE "STABILISATION MANAGER") (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISATION MANAGER) 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 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 NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISATION MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISATION MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements, including statements using the words "*believe*", "*anticipate*", "*intend*", "*expect*", "*will*", "*plans*", "*may*" or other similar terms. This applies in particular to statements under the caption "*Description of the Issuer and the Bayer Group*" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer and Bayer Group. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer or the Bayer Group, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Joint Bookrunners do assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

ALTERNATIVE PERFORMANCE MEASURES

Certain terms used in this Prospectus and financial measures presented in the documents incorporated by reference are not recognized financial measures under International Financial Reporting Standards as adopted by the European Union ("**IFRS**") ("**Alternative Performance Measures**") and may therefore not be considered as an alternative to the financial measures defined by IFRS. The Issuer has provided these Alternative Performance Measures because it believes they provide investors with additional information to assess the operating performance and financial results of Bayer Group's business activities. The definition of the Alternative Performance Measures may vary from the definition of identically named alternative performance measures used by other companies. The Alternative Performance Measures for Bayer Group presented by the Issuer should not be considered as an alternative to measures of operating performance, financial position or cash flows derived in accordance with IFRS. These Alternative Performance Measures have limitations as analytical tools and should not be considered in isolation or as substitutes for the analysis of the operating performance, financial position or cash flows reported under IFRS.

For further information, please see "*Description of the Issuer and the Bayer Group – Alternative Performance Measures*".

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RISK FACTORS

*Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. Should one or more of the risks described below materialize, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of the Issuer or the Bayer Group. Moreover, if any of these risks occur, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes may decrease, in which case the holders of the Notes ("**Noteholders**") could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.*

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other unknown reasons than those described below. Additional risks of which the Issuer is not presently aware could also affect the business operations of the Bayer Group and have a material adverse effect on the business activities and financial condition and results of operations of the Bayer Group. Prospective investors should read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Words and expressions defined in the Terms and Conditions shall have the same meanings in this section.

The following risk factors are organized in categories depending on their respective nature.

Potential investors should, among other things, consider the following:

Risk Factors in respect of Bayer AG and the Bayer Group

Strategic Risks

Social and Macroeconomic Trends

Bayer continues to see the risk of geopolitical shifts and tensions that may impact its global business. Competition between global powers and geostrategic rivalries are calling established economic paradigms into question and may adversely impact investment decisions, supply chains and international trade flows. While global trade remains highly interconnected, globalization is undergoing changes that may have ramifications for Bayer's business environment. This includes decoupling in various areas (e.g. capital markets, technological standards), with many states becoming increasingly focused on securing access to critical commodities and strategically important technologies. This may lead to the introduction of a greater number of restrictive commercial measures or investment controls relating to critical infrastructure, which may impact Bayer directly or indirectly. Geopolitical risks continue to relate primarily to Russia's war in Ukraine and the situation on the energy market. The effects of wars – including imposed sanctions – generally have the potential to significantly impact financial markets and economies, leading, for example, to pressure on supply chains, high volatility of foreign exchange rates, inflation and the related cost pressure, as well as an economic slowdown or even recession. Bayer sees risks both directly for its production and customers, as well as indirectly through the impact on its suppliers and supply chains (see also the risk factor "*Supply of products*"). Shifts in these underlying conditions may negatively impact Bayer's sales and margins, for example. Furthermore, Bayer's market environment and, consequently, its business performance may be adversely impacted. The environment in which Bayer operates is becoming increasingly harsh overall, which may continue to lead to increased attacks on critical infrastructure.

Moreover, a negative public perception of Bayer represents a risk. For example, modern agricultural methods, such as the application of certain classes of crop protection products and the use of biotechnology, are often the subject of intense public debate, which may adversely affect the Issuer's reputation. The risk of an increasingly negative public debate that is not primarily based on science may, for example, lead to legislative and regulatory decisions that are unfavorable to Bayer, significantly limiting the use of the Issuer's products or even resulting in voluntary or mandated product withdrawals.

Furthermore, negative developments of a macroeconomic nature, such as crises in important sales markets for Bayer, could weigh on the Issuer's business and reduce the Issuer's earnings. The Issuer's seed and crop protection business in particular is cyclical and shaped by economic developments and factors including fluctuating weather conditions and pest pressure that may adversely impact the Issuer's Crop Science business. Forecasts concerning climate change indicate that these risks may possibly increase in the long term.

Regulatory Changes

Bayer's business activity is subject to extensive regulations that continue to develop and may become more stringent, in certain cases including for reasons of a political nature. For example, further restrictions could be imposed on the sale and use of various crop protection products. In addition, approvals that have already been granted are currently being challenged and will likely continue to be challenged in court, especially by non-governmental organizations (NGOs), potentially resulting in temporary or permanent revocation of product registrations or approvals and financial loss from reduced sales of crop protection products as well as associated seed offerings. Conserving biodiversity is one of the topics in this respect, together with potential restrictions on the manufacture and use of certain chemical substances. Approval conditions may also become even more challenging for the Pharmaceuticals Division. In addition, the pricing of pharmaceutical products could become more strictly regulated – not only for products already exposed to generic competition, but also for innovative, patent-protected products. Residues of agrochemical products, pharmaceutical compounds or microplastics in the environment could also become subject to more stringent regulation. In addition, regulatory changes could affect agricultural imports from other parts of the world and therefore Bayer's business in those regions. Bayer also needs to prepare for regulatory changes in the field of artificial intelligence in the future. Regulatory changes could also cause uncertainty over Bayer's products' patent protection, potentially resulting in financial losses that may even include the repayment of license fees. Regulatory changes may also lead to higher product development costs and longer development times or even necessitate adjustments to Bayer's product portfolio, which in turn may negatively impact its reputation.

Market Developments in the Seed and Crop Protection Industry

In the Crop Science Division, the Issuer could face increased competition in the seed and crop protection industry. The successful market launch of new generations of products is also subject to external factors that Bayer has only limited control over. In addition, new competitors entering the market and aggressive marketing and pricing strategies – not only for generic products – could have a largely negative impact on the Issuer's profitability and market position. In addition, increasing digitalization in the agriculture sector could lead to the rise of new players and alter the market.

Business Strategy

Bayer's business strategy is geared toward innovation, which is inherently associated with risks. In the Issuer's Pharmaceuticals Division, the Issuer sees challenges in setting up new therapy platforms, such as for cell and gene therapy, and in further developing established therapeutic areas through innovative solutions. Overarching the Issuer might encounter challenges in its endeavors to implement its voluntary sustainability commitments in a timely manner, which may also be due to external factors. Bayer may face negative financial repercussions and/or damage to its reputation, for example, if such risks were to materialize.

Operational Risks

Research and Development

Technological advances in pharmaceutical product development may represent a risk for Bayer should it not be in a position to play a role in shaping such advances. Securing access to new technologies and identifying a sufficient number of research candidates in general while also ensuring their appropriate development represents a particular challenge. Targeting in-licensing and acquisitions as additional ways to strengthen Bayer involves the risk that Bayer may be unable to identify a sufficient number of suitable candidates on financially acceptable terms. The Issuer cannot ensure that all of the development candidates it currently has in its pipeline or will have in the future, will be developed to the stage at which they are ready to be launched on the market, or that they will obtain their planned approval/registration or achieve commercial success. These goals may not be reached if, for example, the Issuer is unable to satisfy technical or capacity requirements or meet time constraints in product development, fail to achieve study objectives or do not allocate financial resources optimally. Delays or cost overruns may occur during product registration or launch.

Supply of Products

Despite all precautions, operations at Bayer's sites may be disrupted by fires, power outages, process changeovers – including those due to restrictions on the use of certain chemical substances – or plant breakdowns, for example. In addition, some of Bayer's production facilities are located in areas that may be affected by natural disasters such as flooding or earthquakes. The materialization of any of these risks could lead to production disruptions or stoppages, result in personal injury and damage to Bayer's reputation, lead to declines in sales and/or margins, and necessitate the reconstruction of damaged infrastructure. If Bayer is unable to meet product demand, sales may undergo a structural decline because patients may in the meantime be receiving alternative treatments and may not switch back to the Issuer's products.

Disruptions in Bayer's upstream supply chain may also negatively impact its own supply capability. The substances Bayer procures, and the companies that manufacture them, must meet all necessary regulatory requirements. These substances must also be suitable for fulfilling regulatory requirements further down the value chain. Certain materials, particularly in Bayer's Pharmaceuticals Division, are offered by only a small number of suppliers.

As a result of geopolitical risks, such as Russia's war in Ukraine and the international (supply chain) disruption it is causing, risks relating to the availability of necessary production materials and supply chain stability, for example, remain at the same high level as in the previous year. See also the risk factor "*Social and macroeconomic trends*" above.

Information Technology

Bayer's business and production processes and Bayer's internal and external communications are dependent on global IT systems. Ensuring the optimal alignment of Bayer's IT architecture, which also encompasses the management of any service providers commissioned, therefore represents a challenge. If Bayer's governance fails to adequately address this challenging environment, Bayer's operational stability could negatively impact its business and Bayer's information security requirements may not be met adequately. If the risk of a breach of data confidentiality, integrity or authenticity, for example due to (cyber) attacks, were to materialize, it could lead to the manipulation and/or uncontrolled outflow of data and knowledge, and to reputational damage. Such attacks may also be carried out by in-house personnel. The Issuer's business and/or production processes could also be temporarily disrupted by (cyber) attacks.

Marketing, Sales and Distribution

New product launches present particular challenges for Bayer's marketing and distribution organization since assumptions about aspects such as the market and market circumstances may not materialize as anticipated. As a result, product launch concepts – including those related to clinical trials – and the planning or implementation of the distribution strategy could turn out to be inefficient or inadequate in terms of scheduling. In addition, if competitors' marketing activities – including price competition from generics – or advertised product characteristics surpass Bayer's own efforts in this regard, this may represent a risk for sales of Bayer's products.

Human Resources

Skilled and dedicated employees are essential for Bayer's success. Difficulties in recruiting, hiring and retaining urgently needed specialized employees (on a regional level) – also in view of competition between employers – and in employee development could have significant adverse consequences for Bayer's future development. Developments such as the growing relevance of disruptive technologies, and the new operating model Bayer intends to adopt, together with new ways of working will require new and innovative skillsets from Bayer's employees.

Finance and Tax Risks

The Issuer is exposed to financial risks in the form of liquidity, credit and market price risks, as well as risks resulting from pension obligations as well as tax risks.

Liquidity risks are defined as the possible inability of the Bayer Group to meet current or future payment obligations.

Credit risks arise from the possibility that the value of receivables or other financial assets of the Bayer Group may be impaired because counterparties cannot meet their payment or other performance obligations. The materialization of any of these risks may result in loss of financial assets.

Foreign currency risks for Bayer arise from changes in exchange rates and the related changes in the value of financial instruments (including receivables and payables) and of anticipated payment receipts and disbursements not in the functional currency. The materialization of any of these risks may result in decreased financial receivables and increased financial payables and furthermore in diminished anticipated earnings.

Interest rate risks for Bayer arise from changes in capital market interest rates, which in turn could lead to changes in the fair value of fixed rate financial instruments and changes in interest payments in the case of floating rate instruments.

Commodity price opportunities and risks arise from the volatility of raw material prices, which could lead to an increase in the prices the Issuer pays for seeds and energy.

Financial risks associated with pension obligations arise as the Bayer Group has obligations to current and former employees related to pensions and other post-employment benefits. Changes in relevant measurement parameters such as interest rates, mortality and salary increase rates may raise the present value of the Issuer's pension obligations. This may lead to increased costs for pension plans or diminish equity due to actuarial losses being recognized in other comprehensive income in the statement of comprehensive income. A large proportion of the Issuer's pension and other post-employment benefit obligations is covered by plan assets including fixed-income securities, shares, real estate and other investments. Declining or even negative returns on these investments may adversely affect the future fair value of plan assets. Both of these effects may negatively impact the development of equity and/or earnings and/or may necessitate additional payments by the Bayer Group.

Tax risks arise as Bayer AG and its subsidiaries operate worldwide and are thus subject to many different national tax laws and regulations. Bayer AG and its subsidiaries are regularly audited by tax authorities in various countries where they are tax resident. Amendments to tax laws and regulations, legal judgments and their interpretation by the tax authorities, and the findings of tax audits in these countries may result in higher tax expense and payments, thus also influencing the level of tax receivables, tax liabilities and deferred tax assets and liabilities. Significant acquisitions, divestments, restructuring programs and other reorganizational measures that the Issuer undertakes could also have a negative impact on such items.

Major programs

Bayer is introducing a realigned operating model it calls Dynamic Shared Ownership (DSO). The DSO model envisages that Bayer's employees work in small, self-managed teams that are focused on a customer or a product. Activities are prioritized on the basis of their contribution to Bayer's mission, and progress is measured in short, 90-day cycles. In this connection, Bayer faces the challenge of ensuring that it can adequately leverage the benefits expected to arise from this transformation. In addition, Bayer's objectives to standardize IT processes and systems may take longer to implement than planned or may not be completely fulfilled. Materialization of these risks could result in consequences such as increased costs and/or disruptions in service continuity.

Safety, Quality and Compliance Risks

Product Safety and Stewardship

Despite extensive studies prior to approval or registration, products may be partially or completely withdrawn from the market due, for example, to the occurrence of unexpected side-effects or negative effects of Bayer's products. Such a withdrawal may be voluntary or result from legal or regulatory measures. In the agriculture business in particular, there is an additional risk that Bayer's customers could use its products incorrectly. Furthermore, the presence of traces of unwanted genetically modified organisms in agricultural products and/or foodstuffs may have wide-ranging negative repercussions. The materialization of any of these risks could, for example, lead to a loss of sales and earnings, a negative impact on the Issuer's reputation and potential liability claims.

External Partner Compliance

There is a risk that partners of the Bayer Group, such as suppliers, do not pay due attention to Bayer's corporate values and requirements concerning ethics, compliance – including the observance of human rights – and sustainability. Besides an adverse impact for rights-holders from a potential human rights violation as defined by the International Bill of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work as well as the financial consequences for Bayer, a materialization of those risks could negatively impact the Issuer's reputation and cause a supply interruption.

Health, Safety and Environment

Misconduct or noncompliance with legal requirements or Bayer Group standards may result in personal injury, damage to property, reputation or the environment, loss of production, business interruptions and/or liability for compensation payments. This also includes risks relating to the release of hazardous substances due to an incident in production and the obligation to remediate contamination, along with risks concerning the observance of human rights and potential failure to address them adequately.

Intellectual Property

Bayer's portfolio largely consists of patent-protected products. Generic manufacturers in particular attempt to contest or circumvent patents prior to their expiration. Bayer is currently involved in legal proceedings to enforce patent protection for its products. Conversely, legal action by third parties for alleged infringement of patent or other property rights by Bayer may impede or even halt the development or manufacturing of certain products. Bayer may also be required to pay monetary damages or royalties to third parties.

Quality and Regulatory Requirements

In almost every country in which Bayer operates, its business activity is subject to extensive regulations, standards, requirements and inspections that also apply to Bayer's local contract manufacturers. In the area of health, this largely pertains to clinical studies and manufacturing processes, but also to compounds, for example. At the Issuer's Crop Science Division, extensive requirements apply along the value chain, such as in the Issuer's production activities, and also with respect to the external partners involved. Acquisitions may at times also be subject to requirements, compliance with which must be ensured both during and after the integration process. Potential infringements of regulatory requirements may result in the imposition of civil or criminal penalties, including substantial monetary fines, restrictions on the Issuer's freedom to operate, and/or other adverse financial consequences. They could also harm the Issuer's reputation and lead to declining sales and/or margins.

Security

Potential criminal activities targeting Bayer's employees, property or business activities present a risk for Bayer. These include intellectual property theft, vandalism, physical attacks and sabotage. In addition, counterfeit versions of the Issuer's products could be put into circulation. There is also the risk of crisis situations such as a pandemic or a prolonged power outage that could lead to a breakdown of Bayer's critical (IT) infrastructure and its production. The materialization of any of these risks in addition to financial effects could negatively affect the Issuer's reputation in some cases.

Legal Risks

Legal Proceedings

The Bayer Group is exposed to risks from legal disputes or proceedings to which the Issuer or its subsidiaries are currently a party or which could arise in the future. The general risks to which Bayer is currently and/or potentially exposed include but are not limited to those in the areas of product liability, securities law, breach of contract, competition and antitrust law, anti-corruption law, patent law, tax law, data privacy and environmental protection. Investigations of possible legal or regulatory violations may result in the imposition of civil or criminal penalties – including substantial monetary fines – and/or other adverse financial consequences. Payments may also need to be made under out-of-court settlements or adverse court decisions. The materialization of any of these risks may harm Bayer's reputation and hamper Bayer's commercial success.

Bayer may incur considerable financial disadvantages from the pending lawsuits and/or potential future cases if, for example, Bayer is ordered to pay compensatory and possibly punitive damages or if Bayer assumes payment obligations under out-of-court settlements. Bayer could be compelled to cover any such increased financial requirements by issuing additional external debt, increasing Bayer's equity capital or divesting assets – possibly on unfavorable terms – or through combinations of these measures. The terms on which Bayer obtains external financing could become less favorable as a result of any increased financial requirements. The materialization of any of these risks may also adversely affect Bayer's reputation and commercial success.

For further details concerning ongoing legal proceedings considered by Bayer to be material please see "*Description of the Issuer and the Bayer Group – Governmental, Legal, Tax and Arbitration Proceedings*".

Risk Factors relating to the Notes

Risks associated with the Characteristics of the Notes

Risk related to Subordination

The obligations of the Issuer under the Notes constitute unsecured obligations of the Issuer ranking *pari passu* among themselves and with any Parity Obligations (as defined in the Terms and Conditions), subordinated to all other present and future unsubordinated or subordinated obligations of the Issuer that are not Parity Obligations or Junior Obligations (as defined in the Terms and Conditions), and senior to the rights and claims of holders of Junior Obligations (i.e. any rights and claims under any shares of the Issuer and other claims against the Issuer which rank or are expressed to rank *pari passu* therewith).

In a winding-up, dissolution, liquidation or insolvency of the Issuer, or in the event of composition or other proceedings for the avoidance of insolvency of, or against, the Issuer, it is very likely that Noteholders may recover significantly less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all. Noteholders will have limited ability to influence the outcome of any insolvency proceedings or a restructuring outside insolvency. In particular, in insolvency proceedings over the assets of the Issuer, holders of subordinated debt, such as the Notes, will not have any right to vote in the assembly of creditors (*Gläubigerversammlung*) pursuant to the German Insolvency Code (*Insolvenzordnung*).

Investors should take into consideration that unsubordinated liabilities may also arise out of events that are not reflected on the Issuer's balance sheet, including, without limitation, the issuance of guarantees or other payment undertakings. Claims of beneficiaries under such guarantees or other payment undertakings will, in winding-up or insolvency proceedings of the Issuer, become unsubordinated liabilities and will therefore be paid in full before payments are made to Noteholders.

In case of insolvency plan proceedings (*Insolvenzplanverfahren*) the Noteholders generally would have no voting right on the adoption of an insolvency plan presented by the Issuer, the relevant insolvency administrator or custodian (Sections 237 and 246 of the German Insolvency Code). In addition, their claims would be waived after the adoption of the insolvency plan, unless the insolvency plan makes an exception to this general rule (Section 225 paragraph 1 of the German Insolvency Code).

Risk related to the Nature of the Notes as Long-Term Securities and potential Early Redemption

The Issuer will redeem the Notes on 13 September 2054, unless the Notes has been previously redeemed or repurchased and cancelled. While, pursuant to the Terms and Conditions of the Notes, the Issuer may call and redeem the Notes early at certain points in time or in certain circumstances, it is under no obligation to redeem any Notes at any time before the Maturity Date.

The Issuer may, at its option, call and redeem the Notes at their principal amount on each Business Day during the period from and including 13 September 2029 (the "**First Optional Redemption Date**") to but excluding the First Reset Date, on the First Reset Date and on each interest payment date of the Notes following the First Reset Date.

In addition, the Issuer may, at its option, call and redeem the Notes at the early redemption amount specified in the Terms and Conditions:

(i) if by reason of any change in German law or published regulations becoming effective after the Interest Commencement Date, the Issuer would have to pay any additional amounts under the Notes (so called "Gross-up Event" as defined and described in the Terms and Conditions); or

(ii) if any Rating Agency publishes a change in hybrid capital methodology or the interpretation thereof, as a result of which change, either (x) the Notes would no longer be eligible for the same or a higher category of "equity credit" attributed to the Notes at the date of issue of the Notes, or (y) the period of time the Notes are eligible for the same or a higher category of equity credit attributed to the Notes at the date of issue of the Notes is being shortened (so called "Rating Event" as defined and described in the Terms and Conditions); or

(iii) if by reason of a change in German law or regulation, or any change in the official application or interpretation of such law, after the Interest Commencement Date, the tax regime is modified and such modification results in the interest expense of the Issuer in respect of the Notes being no longer fully deductible for corporate income tax purposes (so called "Tax Deductibility Event" as defined and described in the Terms and Conditions); or

(iv) if 75 per cent. or more in principal amount of the Notes initially issued has been redeemed or purchased and cancelled.

In the event that the Issuer exercises the option to call and redeem the Notes, the Noteholders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

The redemption at the option of the Issuer may affect the market value of the Notes. During any period when the Issuer may, or may be perceived to be able to, elect to call and redeem any Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. Certain market expectations may exist among investors with regard to the Issuer making use of its option to call the Notes for redemption prior to their scheduled maturity. Should the Issuer's actions diverge from such expectations, the market value of the Notes may be adversely affected.

The Noteholders have no right to request the redemption of the Notes. The Noteholders should be aware that the Terms and Conditions of the Notes do not contain any event of default provisions.

There is also no guarantee that an active public market in the Notes will develop or, if one does develop, that it will be maintained. In an illiquid market, an investor might not be able to sell his Notes at all or at any time at fair market prices.

Prospective investors should be aware that they may be required to bear the financial risk of an investment in the Notes for a long period and may not recover their investment before the end of this period.

Risks related to Interest Payments

Risk resulting from the Issuer's Right to Defer Interest Payments

The Issuer may elect in its discretion to defer the payment of interest on the Notes scheduled to be paid on any Interest Payment Date by giving not less than 10 Business Days' prior notice to the Noteholders of the Notes. Such interest will not be due and payable (*fällig*) to such extent on that Interest Payment Date.

Noteholders will not receive any additional interest or compensation for the optional deferral of payment. In particular, the resulting Deferred Interest Payments will not bear interest. Any failure to pay interest as a result of an optional deferral will not constitute a default of the Issuer or any other breach of obligations under the Notes or for any other purpose. While the deferral of interest payments continues, the Issuer is not prohibited from making payments on any instrument ranking senior to the Notes.

Any deferral of interest payments or the perception that the Issuer will need to exercise its optional deferral right will likely have an adverse effect on the market price of the Notes. In addition, as a result of the interest deferral provision of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

Risk related to Fixed Interest Rate Notes

The Notes bear interest at a fixed rate to but excluding the First Reset Date.

A holder of a fixed interest rate note is exposed to the risk that the price of such note may fall because of changes in the market interest rate. While the nominal interest rate of a fixed interest rate note is fixed during the life of such note or during a certain period of time, 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 such note changes in the opposite direction. If the market interest rate increases, the price of such note typically falls, until the yield of such note is approximately equal to the market interest rate. If the market interest rate falls, the price of a fixed interest rate note typically increases, until the yield of such note is approximately equal to the market interest rate. Noteholders should be aware that movements of the market interest rate can adversely affect the market price of the Notes and can lead to losses for the Noteholders if they sell their Notes.

Risk related to the Reset of the Interest Rate linked to the 5-year Mid Swap Rate

From and including the First Reset Date to but excluding the Maturity Date, the Notes bear interest at a rate which will be determined on the Interest Determination Date prior to the Reset Date at the 5-year mid swap rate for the Reset Period plus a margin.

Investors should be aware that the performance of the 5-year mid swap rate and the interest income on the Notes cannot be anticipated and neither the current nor the historical level of the 5-year mid swap rate is an indication of the future development of the 5-year mid swap rate. Due to varying interest income, investors are not able to determine a definite yield of the Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. In addition, after interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline, as they may be able to reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Furthermore, during the Reset Period, it cannot be ruled out that the price of the Notes may fall as a result of changes in the current interest rate on the capital market (market interest rate), as the market interest rate fluctuates. During this period, the investor is exposed to the risk described in the section "*Risk related to Fixed Interest Rate Notes*".

Risk related to the Reform of Interest Rate "Benchmarks" and possible Replacement of Benchmarks

Following the First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years, which appears on the Reuters Screen Page ICESWAP2.

This swap-rate, the EURIBOR underlying the floating leg of this swap rate and other interest rates or other types of rates and indices which are deemed "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**") 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 whilst others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes.

International proposals for reform of Benchmarks include the Benchmark Regulation.

The Benchmark Regulation could have a material impact on the Notes, including in any of the following circumstances:

- a rate or index which is a Benchmark may only be used if its administrator obtains authorization or is registered and in case of an administrator which is based in a non-EU jurisdiction, if the administrator's legal benchmark system is considered equivalent (Article 30 Benchmark Regulation), the administrator is recognized (Article 32 Benchmark Regulation) or the relevant Benchmark is endorsed (Article 33 Benchmark Regulation) (subject to applicable transitional provisions). If this is not the case, Notes linked to such Benchmarks could be impacted; and

- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could have an impact on the Notes, including determination of the rate by the Issuer, the Calculation Agent or an independent adviser, as the case may be.

In addition to the aforementioned Benchmark Regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of any such potential reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted.

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 administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Investors should be aware that any changes to a relevant Benchmark may have a material adverse effect on the value of the Notes.

Under the Terms and Conditions of the Notes, certain benchmark replacement provisions will apply if a Benchmark (or any component part thereof) used as a reference for the calculation of interest amounts payable under the Notes were to be discontinued or otherwise became unavailable:

If a Benchmark (or any component part thereof) used to calculate interest amounts payable under the Notes for any interest period has ceased to be calculated or administered or any other Benchmark Event (as defined and described in the Terms and Conditions) occurs, the Issuer shall endeavor to appoint an Independent Adviser, which must be an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets. Such Independent Adviser will be tasked with determining whether an officially recognized successor rate to the discontinued Benchmark exists. If that is not the case, the Independent Adviser will attempt to find an alternative rate which, possibly after application of adjustments or spreads, can replace the discontinued Benchmark. Such adjustments or spreads are intended to be applied in order to produce an industry-accepted replacement benchmark rate, however the relevant adjustments or spreads may not be successful in doing so and the Notes may still perform differently than if the original Benchmark had continued to be used.

Any adjustment in case of a Benchmark Event will be made only to the extent that no Loss in Equity Credit or Shortening in Equity Credit would occur as a result of such adjustment.

If the Independent Adviser determines a successor rate or alternative rate (the "**New Benchmark Rate**"), such rate (after application of adjustments or spreads, if any) will replace the previous Benchmark for purposes of calculating the rate of interest for the Notes. Such determination will be binding for the Issuer, the Calculation Agent, the Paying Agents and the Noteholders of the Notes. Any amendments pursuant to these fall-back provisions will apply with effect from the effective date specified in the Terms and Conditions of the Notes.

If, following a Benchmark Event, the Issuer does not appoint an independent adviser or if the adviser does not determine a New Benchmark Rate, any Adjustment Spread or Benchmark Amendments (if required) following a discontinuation of a Benchmark, the reference rate applicable to the next Reset Period for the Notes shall be the original benchmark rate on the screen page on the last day preceding the Interest Determination Date on which such original benchmark rate was displayed, provided, however, that, in case of the first Reset Period, the reference rate applicable to the first Reset Period shall be 2.301 per cent. *per annum* in case of the Notes.

The replacement of a Benchmark could have adverse effects on the economic return of the Noteholder compared to the applicable original benchmark rate.

Risks associated with the Solvency of the Issuer

Risk of a Partial or Total Failure of the Issuer to make Interest and/or Redemption Payments

The Notes are unsecured obligations of the Issuer.

Any person who purchases the Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Noteholders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. A materialization of the credit risk (for example, because of the materialization of any of the risks regarding the Issuer and/or the Bayer Group) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

Risk of a potential Decrease in the Market Value of the Notes

If the likelihood that the Issuer will be in a position to perform all obligations under the Notes in full when they fall due decreases, for example, because of the materialization of any of the risks regarding the Issuer and/or the Bayer Group described above, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in a position to perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialization of the mentioned risk. Under these circumstances, the market value of the Notes is likely to decrease.

Other Risks related to the Notes

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

Since the Terms and Conditions of the Notes provide for meetings of Noteholders or the taking of votes without a meeting, the Terms and Conditions of the Notes may be amended by majority resolution of the Noteholders of the Notes and a Noteholder is subject to the risk of being outvoted by a majority resolution of the Noteholders. The rules pertaining to resolutions of Noteholders are set out in the SchVG and are largely mandatory. Pursuant to the SchVG the majority for holders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the notes outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding. As such majority resolution is binding on all Noteholders of the Notes, certain rights of a Noteholder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled.

Since the Terms and Conditions of the Notes provide that the Noteholders are entitled to appoint a holders' representative for the Notes by a majority resolution of the Noteholders, it is possible that a noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions of the Notes against the Issuer, such right passing to the holders' representative who is then exclusively responsible to claim and enforce the rights of all the noteholders of the Notes.

Risks in respect of credit ratings

Credit rating agencies are expected to assign credit ratings to the Notes. The credit ratings of the Notes may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the Notes. In general, European Union and UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union or in the UK and 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 (the "**CRA Regulation**") (as applicable in the UK by forming part of domestic law by virtue of the European Union (Withdrawal) Act 2018) unless the rating is provided by a credit rating agency operating in the European Union or in the UK before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused. If the status of the credit rating agency changes, European Union and UK regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European Union and UK regulated investors selling the Notes which may impact the value of the Notes and any secondary market. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the credit rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be reduced or withdrawn entirely by the credit rating agency if, in its judgment, circumstances so warrant. Rating agencies may also change their methodologies for rating securities in the future. Any change of the credit rating assigned or measures taken to the Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of the Bayer Group's financings and could adversely affect the value and trading of the Notes.

TERMS AND CONDITIONS OF THE NOTES

§ 1
WÄHRUNG, STÜCKELUNG, FORM, BEGRIFFSBESTIMMUNGEN

(1) *Währung; Stückelung.* Diese Emission von Schuldverschreibungen der Bayer Aktiengesellschaft (die "**Emittentin**") wird in Euro (die "**festgelegte Währung**") im Gesamtnennbetrag von Euro 750.000.000 (in Worten: Euro siebenhundertfünfzig Millionen), eingeteilt in Schuldverschreibungen (die "**Schuldverschreibungen**") in der festgelegten Stückelung von Euro 100.000 (die "**festgelegte Stückelung**") je Schuldverschreibung, begeben.

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

(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**" und zusammen mit der vorläufigen Globalurkunde die "**Globalurkunden**" und jede eine "**Globalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften von zwei ordnungsgemäß bevollmächtigten Vertretern der Emittentin und sind jeweils von der Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt. Ein solcher Austausch soll nur nach Vorlage

§ 1
CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This issue of notes of Bayer Aktiengesellschaft (the "**Issuer**") is being issued in Euro (the "**Specified Currency**") in the aggregate principal amount of Euro 750,000,000 (in words: Euro seven hundred fifty million) divided into notes (the "**Notes**" and each a "**Note**") in the specified denomination of Euro 100,000 (the "**Specified Denomination**") per Note.

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

(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**", and together with the Temporary Global Note, the "**Global Notes**" and each a "**Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by two authorized signatories of the Issuer and shall each be authenticated by or on behalf of the Principal Paying Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect von Bescheinigungen gemäß U.S. Steuerrecht 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 Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt, diese vorläufige Globalurkunde gemäß diesem § 1(3)(b) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern (wie in § 6(3) definiert).

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) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 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 § 6(3)).

(4) *Clearing System.* Die die Schuldverschreibungen verbriefende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. "**Clearing System**" bezeichnet jeweils Clearstream Banking S.A., Luxemburg ("**CBL**") und Euroclear Bank SA/NV Brüssel, als Betreiberin des Euroclear Systems ("**Euroclear**"), sowie jeden Funktionsnachfolger.

Die Schuldverschreibungen werden in Form einer Classical Global Note ausgegeben und von einer gemeinsamen Verwahrstelle im Namen des Clearing Systems verwahrt.

(4) *Clearing System.* Each global note representing the Notes 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 each of Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV Brussels as operator of the Euroclear System ("**Euroclear**") and any successor in such capacity.

The Notes are issued in classical global note form and are kept in custody by a common depositary on behalf of the Clearing System.

(5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bezeichnet jeden Inhaber eines Miteigentumsanteils oder eines anderen treugeberischen oder eigenen Rechts an den Schuldverschreibungen.

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

§ 2
STATUS

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte Verbindlichkeiten der Emittentin, die im Fall der Abwicklung, Auflösung oder Liquidation der Emittentin:

(i) den Nachrangigen Verbindlichkeiten im Rang vorgehen;

(ii) untereinander und mit den Gleichrangigen Verbindlichkeiten im Rang gleichstehen; und

(iii) allen Vorrangigen Verbindlichkeiten der Emittentin im Rang nachgehen, so dass im Fall der Abwicklung, der Auflösung, der Liquidation oder der Insolvenz der Emittentin, oder im Fall eines Vergleichs oder eines anderen der Abwendung der Insolvenz der Emittentin dienenden Verfahrens, Zahlungen auf die Schuldverschreibungen erst dann erfolgen, wenn die Ansprüche aller Gläubiger aus den Vorrangigen Verbindlichkeiten der Emittentin zuvor vollständig berichtigt worden sind.

Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

"**InsO**" bezeichnet die Insolvenzordnung in ihrer jeweils gültigen Fassung.

"**Gleichrangige Verbindlichkeiten**" bezeichnet

(i) andere von der Emittentin begebene gegenwärtige oder zukünftige Wertpapiere oder andere Instrumente, bei denen die daraus folgenden Verbindlichkeiten der Emittentin gleichrangig mit den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen sind oder für die

§ 2
STATUS

(1) *Status.* The Issuer's obligations under the Notes constitute unsecured obligations of the Issuer and, in the event of the winding-up, dissolution or liquidation of the Issuer rank:

(i) senior to the Junior Obligations;

(ii) *pari passu* among themselves and with the Parity Obligations; and

(iii) junior to all Senior Obligations of the Issuer, so that in the event of the winding-up, dissolution, liquidation or insolvency of the Issuer, or in the event of composition or other proceedings for the avoidance of insolvency of the Issuer, no amounts shall be payable in respect of the Notes until the claims of all creditors of such Senior Obligations of the Issuer shall have first been satisfied in full.

Subject to this subordination provision, the Issuer may satisfy its obligations under the Notes also from other distributable assets (*freies Vermögen*) of the Issuer.

"**InsO**" means the German Insolvency Code (*Insolvenzordnung*), as amended.

"**Parity Obligations**" means

(i) any other present or future securities or other instruments of the Issuer under which the Issuer's obligations rank or are expressed to rank *pari passu* with the Issuer's obligations under the Notes; or ausdrücklich ein solcher Gleichrang festgelegt ist; oder

(ii) jedes gegenwärtige oder zukünftige Wertpapier oder jedes andere Instrument, das von einer Tochtergesellschaft begeben und von der Emittentin garantiert ist oder für das die Emittentin die Haftung übernommen hat, und bei dem die Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme gleichrangig mit den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen sind oder ausdrücklich ein solcher Gleichrang festgelegt ist,

(ii) any present or future security or other instrument which is issued by a Subsidiary and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer's obligations under such guarantee or other assumption of liability rank or are expressed to rank *pari passu* with the Issuer's obligations under the Notes,

soweit nicht zwingende gesetzliche Bestimmungen solche Verbindlichkeiten im Rang besserstellen.

except for any obligations of the Issuer required to be preferred by mandatory provisions of law.

"**Nachrangige Verbindlichkeiten**" bezeichnet

"**Junior Obligations**" means

(i) von der Emittentin begebene gegenwärtige oder zukünftige Wertpapiere oder andere Instrumente, bei denen die daraus folgenden Verbindlichkeiten der Emittentin nachrangig zu den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen sind oder für die ausdrücklich ein solcher Nachrang festgelegt ist; und

(i) any present or future securities or other instruments of the Issuer under which the Issuer's obligations rank or are expressed to rank junior to the Issuer's obligations under the Notes; and

(ii) jedes gegenwärtige oder zukünftige Wertpapier oder jedes andere Instrument, das von einer Tochtergesellschaft begeben und von der Emittentin garantiert ist oder für das die Emittentin die Haftung übernommen hat, und bei dem die Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme nachrangig zu den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen sind oder für die ausdrücklich ein solcher Nachrang festgelegt ist.

(ii) any present or future security or other instrument which is issued by a Subsidiary and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer's obligations under such guarantee or other assumption of liability rank or are expressed to rank junior to the Issuer's obligations under the Notes.

Zu den Nachrangigen Verbindlichkeiten im Sinne der vorstehenden Ziffer (i)

Junior Obligations within the meaning of clause (i) above include the unsecured zählen unter anderem die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2079, erstmals kündbar in 2025, ISIN XS2077670003, die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2079, erstmals kündbar in 2027, ISIN XS2077670342, die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2082, erstmals kündbar in 2027, ISIN XS2451802768, die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2082, erstmals kündbar in 2030, ISIN XS2451803063, die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2083, erstmals kündbar in 2028, ISIN XS2684826014, und die nicht besicherten nachrangigen Schuldverschreibungen fällig in 2083, erstmals kündbar in 2031, ISIN XS2684846806.

subordinated notes due 2079 with a first call date in 2025, ISIN XS2077670003, the unsecured subordinated notes due 2079 with a first call date in 2027, ISIN XS2077670342, the unsecured subordinated notes due 2082 with a first call date in 2027, ISIN XS2451802768, the unsecured subordinated notes due 2082 with a first call date in 2030, ISIN XS2451803063, the unsecured subordinated notes due 2083 with a first call date in 2028, ISIN XS2684826014 and the unsecured subordinated notes due 2083 with a first call date in 2031, ISIN XS2684846806.

"**Vorrangige Verbindlichkeiten**" bezeichnet

(i) alle bestehenden und zukünftigen nicht nachrangigen Verbindlichkeiten der Emittentin i.S.v. § 38 InsO;

(ii) alle bestehenden und zukünftigen gesetzlich nachrangigen Verbindlichkeiten der Emittentin i.S.v. § 39 Abs. 1 Nr. 1-5 InsO; und

(iii) alle sonstigen bestehenden und zukünftigen nachrangigen Verbindlichkeiten der Emittentin, die aufgrund zwingender gesetzlicher Bestimmungen gegenüber den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen vorrangig sind.

"**Senior Obligations**" means

(i) all present and future unsubordinated obligations of the Issuer within the meaning of § 38 InsO;

(ii) all present and future statutorily subordinated obligations of the Issuer within the meaning of § 39(1) nos. 1-5 InsO; and

(iii) all other present and future subordinated obligations of the Issuer which rank senior to the obligations of the Issuer under the Notes pursuant to mandatory statutory provisions.

"**Tochtergesellschaft**" bezeichnet jede Gesellschaft, Personengesellschaft und jedes sonstige Unternehmen oder jede andere Person an der bzw. dem die Emittentin direkt oder indirekt insgesamt mehr als 50 % des Kapitals oder der Stimmrechte hält.

"**Subsidiary**" means any corporation, partnership or other enterprise in which the Issuer directly or indirectly holds in the aggregate more than 50 per cent. of the capital or the voting rights.

(2) *Aufrechnungsverbot.* Die Gläubiger sind nicht berechtigt, Forderungen aus den Schuldverschreibungen gegen mögliche Forderungen der Emittentin aufzurechnen. Die Emittentin ist nicht berechtigt, Forderungen gegenüber Gläubigern gegen Verpflichtungen aus den Schuldverschreibungen aufzurechnen.

(2) *Prohibition of Set-Off.* No Holder may set-off any claims arising under the Notes against any claims that the Issuer may have against it. The Issuer may not set-off any claims it may have against the Holders against any of its obligations under the Notes.

§ 3
ZINSEN

(1) *Zinslauf.* In dem Zeitraum ab dem 13. September 2024 (der "**Zinslaufbeginn**") (einschließlich) bis zum 13. Dezember 2029 (der "**Erste Reset-Termin**") (ausschließlich) wird jede Schuldverschreibung bezogen auf die festgelegte Stückelung mit 5,500 % *per annum* verzinst.

In dem Zeitraum ab dem Ersten Reset-Termin (einschließlich) bis zum Endfälligkeitstag (wie in § 5(1) definiert) (ausschließlich) wird jede Schuldverschreibung bezogen auf die festgelegte Stückelung mit dem jeweiligen Reset-Zinssatz *per annum* verzinst.

Zinsen für jede Zinsperiode sind jährlich nachträglich am 13. Dezember eines jeden Jahres zur Zahlung vorgesehen, erstmals am 13. Dezember 2024 (erste kurze Zinsperiode) (jeweils ein "**Zinszahlungstag**"), und werden gemäß § 4 fällig.

Der "**Reset-Zinssatz**" entspricht

(i) ab dem Ersten Reset-Termin (einschließlich) bis zum 13. Dezember 2034 (ausschließlich) (der "**Erste Step-up Termin**") dem Ersten Reset-Zinssatz;

(ii) ab dem Ersten Step-up Termin (einschließlich) bis zum 13. Dezember 2049 (der "**Zweite Step-up Termin**") (ausschließlich) dem Zweiten Reset-Zinssatz; und

(iii) ab dem Zweiten Step-up Termin (einschließlich) bis zum Endfälligkeitstag (ausschließlich) dem Dritten Reset-Zinssatz.

Dabei gilt Folgendes:

§ 3
INTEREST

(1) *Interest Accrual*. From and including 13 September 2024 (the "**Interest Commencement Date**") to but excluding 13 December 2029 (the "**First Reset Date**"), each Note bears interest on its Specified Denomination at a rate of 5.500 per cent. *per annum*.

From and including the First Reset Date to but excluding the Maturity Date (as defined in § 5(1)), each Note bears interest on its Specified Denomination at the relevant Reset Rate of Interest *per annum*.

Interest for each Interest Period is scheduled to be paid annually in arrear on 13 December of each year, commencing on 13 December 2024 (short first Interest Period) (each an "**Interest Payment Date**") and will fall due in accordance with § 4.

The "**Reset Rate of Interest**" will be

(i) from and including the First Reset Date to but excluding 13 December 2034 (the "**First Step-up Date**") the First Reset Interest Rate;

(ii) from and including the First Step-up Date to but excluding 13 December 2049 (the "**Second Step-up Date**") the Second Reset Interest Rate; and

(iii) from and including the Second Step-up Date to but excluding the Maturity Date the Third Reset Interest Rate.

Where:

Der "**Erste Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Reset-Zeitraum zuzüglich 326,9 Basispunkte *per annum*, wie von der Berechnungsstelle festgelegt.

Der "**Zweite Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Reset-Zeitraum zuzüglich 351,9 Basispunkte *per* annum, wie von der Berechnungsstelle festgelegt.

Der "**Dritte Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Reset-Zeitraum zuzüglich 426,9 Basispunkte *per annum*, wie von der Berechnungsstelle festgelegt.

"**Zinsperiode**" bezeichnet den jeweiligen Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. ab jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich).

(2) *Feststellung des Referenzsatzes*. Der "**Referenzsatz**" wird für einen Reset-Zeitraum von der Berechnungsstelle an dem betreffenden Zinsfestsetzungstag (wie nachstehend definiert) vor dem Reset-Termin, an dem der betreffende Reset-Zeitraum beginnt, wie folgt festgelegt:

(a) Für jeden Reset-Zeitraum, der vor dem Eintritt des jeweiligen Stichtags (wie in § 3(5)(g) definiert) beginnt, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem betreffenden Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

The "**First Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 326.9 basis points *per annum*, as determined by the Calculation Agent.

The "**Second Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 351.9 basis points *per annum*, as determined by the Calculation Agent.

The "**Third Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 426.9 basis points *per annum*, 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 immediately following Interest Payment Date.

(2) *Determination of the Reference Rate*. The "**Reference Rate**" for a Reset Period will be determined by the Calculation Agent on the relevant Interest Determination Date (as defined below) prior to the Reset Date on which the relevant Reset Period commences as follows:

(a) For each Reset Period beginning prior to the occurrence of the relevant Effective Date (as defined in § 3(5)(g)), the Reference Rate will be equal to the Original Benchmark Rate on the relevant Interest Determination Date.

If the Original Benchmark Rate does not appear on the Screen Page as at the relevant time on the relevant Interest Determination Date, the Reference Rate shall be equal to the Original Benchmark Rate on the Screen Page on the last day preceding the relevant Interest Determination Date on which such Original Benchmark Rate was displayed.

(b) Für den Reset-Zeitraum, der unmittelbar nach dem jeweiligen Stichtag beginnt, und alle folgenden Reset-Zeiträume, wird der Referenzsatz gemäß § 3(5) bestimmt.

Für die Bestimmung des Referenzsatzes wird jeder nicht auf jährlicher Basis ausgedrückte Satz von der Berechnungsstelle auf eine jährliche Basis umgerechnet.

"**Ursprünglicher Benchmarksatz**" an einem Tag bezeichnet (vorbehaltlich § 3(5)) den jährlichen Euro-Mid-Swapsatz (ausgedrückt als Prozentsatz *per annum*) um 11:00 Uhr (Frankfurter Zeit), wie er auf der Bildschirmseite gegen 11:00 Uhr (Frankfurter Zeit) (oder zu einer späteren Uhrzeit, zu welcher der Euro-Mid-Swapsatz auf der Bildschirmseite verfügbar wird) an dem betreffenden Tag angezeigt wird.

Für diese Zwecke bezeichnet "**Euro-Mid-Swapsatz**" das arithmetische Mittel der nachgefragten (*bid*) und angebotenen (*offered*) Sätze für den jährlichen Festzinszahlungsstrom einer fest- bis variabel (*fixed-for-floating*) Zinsswap-Transaktion in Euro, (x) die eine 5-jährige Laufzeit hat, und (y) deren variabler Zahlungsstrom auf dem 6-Monats-EURIBOR-Satz (oder dem EURIBOR-Satz für eine andere Laufzeit, die der Laufzeit gemäß dem dann vorherrschenden Marktstandard für solche fest- bis variabel (*fixed-for-floating*) Zinsswap-Transaktionen in Euro entspricht) beruht.

Dabei gilt Folgendes:

"**Bildschirmseite**" bezeichnet die Reuters Bildschirmseite "ICESWAP2" (oder eine Nachfolgeseite) unter der Überschrift "11:00 AM" (oder einer Nachfolgeüberschrift) (die "**Ursprüngliche Bildschirmseite**"). Wenn die Ursprüngliche Bildschirmseite dauerhaft eingestellt wird, oder wenn darauf die Quotierung

(b) For the Reset Period commencing immediately after the relevant Effective Date and all following Reset Periods, the Reference Rate will be determined in accordance with § 3(5).

For purposes of the determination of the Reference Rate, any rate which is not expressed on an annual basis will be converted by the Calculation Agent to an annual basis.

"**Original Benchmark Rate**" on any day means (subject to § 3(5)) the annual Euro Mid Swap Rate (expressed as a percentage *per annum*) as at 11:00 a.m. (Frankfurt time), as displayed on the Screen Page as at or around 11:00 a.m. (Frankfurt time) (or, if later, as at or around such time at which the Euro Mid Swap Rate becomes available on the Screen Page) on such day.

For these purposes "**Euro Mid Swap Rate**" means the arithmetic mean of the bid and offered rates for the annual fixed leg of a fixed-for-floating interest rate swap transaction in Euro which (x) has a term of 5 years and (y) has a floating leg based on the 6-month EURIBOR rate (or the EURIBOR rate for such other tenor as is the then prevailing market standard tenor for such fixed-for-floating interest rate swap transactions in Euro).

Where:

"**Screen Page**" means Reuters Screen Page "ICESWAP2" (or any successor page) under the heading "11:00 AM" (or any successor heading) (the "**Original Screen Page**"). If the Original Screen Page permanently ceases to exist or permanently ceases to quote the Original Benchmark Rate but such quotation is available from another provider and/or des Ursprünglichen Benchmarksatzes dauerhaft eingestellt wird, jedoch diese Quotierung von einem anderen Anbieter und/oder auf einer anderen Bildschirmseite, der bzw. die von der Emittentin nach billigem Ermessen ausgewählt worden ist, verfügbar ist (die "**Ersatzbildschirmseite**"), dann bezeichnet der Begriff "Bildschirmseite" zum Zweck der Festlegung des Ursprünglichen Benchmarksatzes die Ersatzbildschirmseite, und zwar ab dem Tag, an dem die Emittentin die Ersatzbildschirmseite auswählt.

page selected by the Issuer in its reasonable discretion (the "**Replacement Screen Page**"), the term "Screen Page" for purposes of the determination of the Original Benchmark Rate shall be the Replacement Screen Page with effect from the date on which the Replacement Screen Page is selected by the Issuer.

"**Reset-Termin**" bezeichnet den Ersten Reset-Termin und danach jeden fünften Jahrestag des vorausgegangenen Reset-Termins.

"**Reset Date**" means the First Reset Date and thereafter each fifth anniversary of the preceding Reset Date.

"**Reset-Zeitraum**" bezeichnet jeden Zeitraum ab dem Ersten Reset-Termin (einschließlich) bis zu dem nächstfolgenden Reset-Termin (ausschließlich) und danach ab einem Reset-Termin (einschließlich) bis zu dem nächstfolgenden Reset-Termin (ausschließlich).

"**Reset Period**" means each period from and including the First Reset Date to but excluding the immediately following Reset Date and thereafter from and including a Reset Date to but excluding the immediately following Reset Date.

"**T2-Geschäftstag**" bezeichnet einen Tag, an dem das von dem Eurosystem betriebene Real-time Gross Settlement-System (T2) oder ein Nachfolgesystem für die Abwicklung von Zahlungen in Euro geöffnet ist.

"**T2 Business Day**" means a day on which the real-time gross settlement system operated by the Eurosystem (T2), or any successor system, is open for the settlement of payments in Euro.

"**Zinsfestsetzungstag**" bezeichnet den zweiten T2-Geschäftstag vor dem betreffenden Reset-Termin.

"**Interest Determination Date**" means the second T2 Business Day prior to the relevant Reset Date.

(3) Unverzüglich nach Bestimmung des betreffenden Referenzsatzes wird die Berechnungsstelle den Reset-Zinssatz für den betreffenden Reset-Zeitraum berechnen.

(3) Promptly after the determination of the relevant Reference Rate, the Calculation Agent shall determine the Reset Rate of Interest for the relevant Reset Period.

(4) Die Berechnungsstelle wird veranlassen, dass der Referenzsatz und der daraus resultierende Reset-Zinssatz für jeden Reset-Zeitraum der Emittentin, der Hauptzahlstelle, und jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den

(4) The Calculation Agent will cause the Reference Rate and the resulting Reset Rate of Interest for each Reset Period to be notified to the Issuer, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Notes are listed from time to time at the request of the Issuer, to such stock exchange, and to the Holders in accordance with § 13 without undue

Gläubigern gemäß § 13 unverzüglich, aber keinesfalls später als am achten auf dessen Feststellung folgenden Geschäftstag (wie in § 6(5) definiert) mitgeteilt wird.

(5) *Benchmark-Ereignis.* Wenn ein Benchmark-Ereignis (wie in § 3(5)(f) definiert) in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 3 Folgendes:

(a) *Unabhängiger Berater*. Die Emittentin wird sich bemühen, sobald dies (nach Ansicht der Emittentin) nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestsetzungstag erforderlich ist, einen Unabhängigen Berater (wie in § 3(5)(f) definiert) zu benennen, der einen Neuen Benchmarksatz (wie in § 3(5)(f) definiert), die Anpassungsspanne (wie in § 3(5)(f) definiert) und etwaige Benchmark-Änderungen (wie in § 3(5)(d) definiert) festlegt.

(b) *Ausweichsatz (fallback rate)*. Wenn vor dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag

(i) die Emittentin keinen Unabhängigen Berater ernannt hat; oder

(ii) der von ihr ernannte Unabhängige Berater keinen Neuen Benchmarksatz, keine Anpassungsspanne und/oder keine Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 3(5) festgelegt hat,

dann entspricht der Referenzsatz für den sich unmittelbar anschließenden Reset-Zeitraum dem an dem letzten, unmittelbar vor Eintritt des relevanten Stichtags liegenden Zinsfestsetzungstag festgestellten Referenzsatz.

delay, but, in any case, not later than on the eighth Business Day (as defined in § 6(5)) after its determination.

(5) *Benchmark Event.* If a Benchmark Event (as defined in § 3(5)(f)) occurs in relation to the Original Benchmark Rate, the relevant Reference Rate and the interest on the Notes in accordance with § 3 will be determined as follows:

(a) *Independent Adviser*. The Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, use its best efforts to appoint an Independent Adviser (as defined in § 3(5)(f)), who will determine a New Benchmark Rate (as defined in § 3(5)(f)), the Adjustment Spread (as defined in § 3(5)(f)) and any Benchmark Amendments (as defined in § 3(5)(d)).

(b) *Fallback rate.* If, prior to the 10th Business Day prior to the relevant Interest Determination Date,

(i) the Issuer has not appointed an Independent Adviser; or

(ii) the Independent Adviser appointed by it has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined any Benchmark Amendments (if required) in accordance with this § 3(5),

then the Reference Rate applicable to the immediately following Reset Period shall be the Reference Rate determined on the last Interest Determination Date immediately preceding the relevant Effective Date.

Sofern dieser § 3(5)(b) bereits an dem Zinsfestsetzungstag vor dem Ersten Reset-Termin angewendet werden muss, entspricht der Referenzsatz für den ersten Reset-Zeitraum 3,229 % *per annum*.[1]

Sofern der gemäß diesem § 3(5)(b) bestimmte Ausweichsatz (*fallback rate*) zur Anwendung kommt, wird § 3(5) erneut angewendet, um den Referenzsatz für den nächsten nachfolgenden Reset-Zeitraum (und, sofern notwendig, weitere nachfolgende Reset-Zeiträume) zu bestimmen.

(c) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz*. Falls der Unabhängige Berater nach billigem Ermessen feststellt,

(i) dass es einen Nachfolge-Benchmarksatz gibt, dann ist dieser Nachfolge-Benchmarksatz der Neue Benchmarksatz; oder

(ii) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt, dann ist dieser Alternativ-Benchmarksatz der Neue Benchmarksatz.

In beiden Fällen entspricht der Referenzsatz für den unmittelbar nach dem Stichtag beginnenden Reset-Zeitraum und alle folgenden Reset-Zeiträume dann (x) dem Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsspanne.

(d) *Benchmark-Änderungen*. Wenn ein Neuer Benchmarksatz und die

If this § 3(5)(b) is to be applied on the Interest Determination Date prior to the First Reset Date, the Reference Rate applicable to the first Reset Period shall be 3.229 per cent. *per annum*.[2]

If the fallback rate determined in accordance with this § 3(5)(b) is to be applied, § 3(5) will be operated again to determine the Reference Rate applicable to the next subsequent (and, if required, further subsequent) Reset Period(s).

(c) *Successor Benchmark Rate or Alternative Benchmark Rate*. If the Independent Adviser determines in its reasonable discretion that:

(i) there is a Successor Benchmark Rate, then such Successor Benchmark Rate shall be the New Benchmark Rate; or

(ii) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then such Alternative Benchmark Rate shall be the New Benchmark Rate.

In either case the Reference Rate for the Reset Period commencing immediately after the Effective Date and all following Reset Periods will then be (x) the New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

(d) *Benchmark Amendments*. If any relevant New Benchmark Rate and the applicable

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1 Dieser Satz entspricht der (im Zeitpunkt der Preisfestsetzung festgestellten) Reoffer-Rendite abzüglich der (im Zeitpunkt der Preisfestsetzung festgestellten) ursprünglichen Kreditmarge.

2 This rate will be equal to the re-offer yield (as determined at the time of pricing) less initial credit spread (as determined at the time of pricing).

entsprechende Anpassungsspanne gemäß diesem § 3(5) festgelegt werden, und wenn der Unabhängige Berater nach billigem Ermessen feststellt, dass Änderungen dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen, die "**Benchmark-Änderungen**"), dann wird der Unabhängige Berater nach billigem Ermessen die Benchmark-Änderungen festsetzen.

Diese Benchmark-Änderungen können insbesondere folgende Regelungen in diesen Anleihebedingungen erfassen:

(i) die Feststellung des Referenzsatzes gemäß § 3(2) und diesem § 3(5); und/oder

(ii) die Definitionen der Begriffe "Geschäftstag", "Reset-Termin", "Reset-Zeitraum", "Zinsfestsetzungstag", "Zinsperiode", "Zinstagequotient" und/oder "Zinszahlungstag"(einschließlich der Festlegung, ob der Referenzsatz vorausschauend vor oder zu Beginn der betreffenden Zinsperiode oder zurückblickend vor oder zum Ablauf der betreffenden Zinsperiode bestimmt wird); und/oder

(iii) die Geschäftstagekonvention gemäß § 6(5).

(e) *Mitteilungen, etc.*

(i) Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne, etwaige Benchmark-Änderungen und den betreffenden Stichtag gemäß diesem § 3(5) bzw. den Ausweichsatz gemäß § 3(5)(b) der Hauptzahlstelle, der Berechnungsstelle und den

Adjustment Spread are determined in accordance with this § 3(5), and if the Independent Adviser determines in its reasonable discretion that amendments to the Terms and Conditions are necessary to ensure the proper operation of the New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"), then the Independent Adviser will determine in its reasonable discretion the Benchmark Amendments.

The Benchmark Amendments may include, without limitation, the following provisions of these Terms and Conditions:

(i) the determination of the Reference Rate in accordance with § 3(2) and this § 3(5); and/or

(ii) the definitions of the terms "Business Day", "Reset Date", "Reset Period", "Interest Determination Date", "Interest Period", "Day Count Fraction" and/or "Interest Payment Date" (including the determination whether the Reference Rate will be determined in advance on or prior to the relevant Interest Period or in arrear on or prior to the end of the relevant Interest Period); and/or

(iii) the business day convention in accordance with § 6(5).

(e) *Notices, etc.*

(i) The Issuer will notify any New Benchmark Rate, the Adjustment Spread, the Benchmark Amendments (if any) and the relevant Effective Date determined in accordance with this § 3(5) or the fallback rate in accordance with § 3(5)(b), as the case may be, to the Principal

Zahlstellen in Form einer von zwei Unterschriftsberechtigten der Emittentin unterzeichneten Bescheinigung mitteilen, und zwar sobald eine solche Mitteilung bzw. Bescheinigung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag.

(ii) Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen gemäß diesem § 3(5) bzw. den Ausweichsatz gemäß § 3(5)(b) den Gläubigern gemäß § 13 mitteilen, und zwar sobald wie praktikabel nach der Mitteilung gemäß Ziffer (i). Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen bzw. der Ausweichsatz sowie der betreffende Stichtag, die jeweils in der Mitteilung benannt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Hauptzahlstelle, die Zahlstellen, die Berechnungsstelle und die Gläubiger bindend.

(iii) Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsspanne und die etwaigen Benchmark-Änderungen geändert.

Paying Agent, the Calculation Agent and the Paying Agents in the form of a certificate signed by two authorised signatories of the Issuer as soon as such notification or certification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10th Business Day prior to the relevant Interest Determination Date.

(ii) The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined in accordance with this § 3(5) or the fallback rate in accordance with § 3(5)(b), as the case may be, to the Holders in accordance with § 13 as soon as practicable following the notice in accordance with clause (i). Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) or the fallback rate, as the case may be, and the relevant Effective Date, each as specified in such notice, will (in the absence of manifest error) be binding on the Issuer, the Principal Paying Agent, the Paying Agents, the Calculation Agent and the Holders.

(iii) The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) with effect from the Effective Date.

(f) *Definitionen.* Zur Verwendung in diesem § 3(5):

Die "**Anpassungsspanne**", die positiv, negativ oder gleich null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (x) die Spanne oder (y) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne, die

(i) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von einem Maßgeblichen Nominierungsgremium empfohlen wird; oder

(ii) (sofern keine Empfehlung gemäß Ziffer (i) abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise an den internationalen Anleihekapitalmärkten auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder

(iii) (sofern der Unabhängige Berater nach billigem Ermessen feststellt, dass keine solche Spanne üblicherweise angewendet wird, und dass das Folgende für die Schuldverschreibungen angemessen ist) als industrieweiter Standard für Over-the-Counter-Derivatetransaktionen, die sich auf den Ursprünglichen Benchmarksatz beziehen, anerkannt oder bestätigt ist, wenn

(f) *Definitions*. As used in this § 3(5):

The "**Adjustment Spread**", which may be positive, negative or zero, will be expressed in basis points and means either (x) the spread, or (y) the result of the operation of the formula or methodology for calculating the spread, which

(i) in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or

(ii) (if no recommendation pursuant to clause (i) has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion; or

(iii) (if the Independent Adviser in its reasonable discretion determines that no such spread is customarily applied and that the following would be appropriate for the Notes) is recognized or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Benchmark Rate, where the Original Benchmark Rate has been replaced by the New der Ursprüngliche Benchmarksatz durch den Neuen Benchmarksatz ersetzt worden ist, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

"**Alternativ-Benchmarksatz**" bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten (oder, hilfsweise, an den internationalen Swapmärkten) zur Bestimmung eines Mid-Swap-Satzes mit 5-jähriger Laufzeit in Euro angewendet wird, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

Ein "**Benchmark-Ereignis**" tritt ein, wenn:

(i) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen von oder im Namen der für den Administrator des Ursprünglichen Benchmarksatzes zuständigen Aufsichtsbehörde vorgenommen wird, aus der hervorgeht, dass dieser Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder

(ii) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen von oder im Namen des Administrators des

Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

"**Alternative Benchmark Rate**" means an alternative benchmark or an alternative screen rate which is customarily applied in the international debt capital markets (or, alternatively, the international swap markets) for the purpose of determining a mid-swap rate with a 5-year maturity in Euro, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

A "**Benchmark Event**" occurs if:

(i) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or

(ii) a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating

Ursprünglichen Benchmarksatzes vorgenommen wird, aus der hervorgeht, dass der Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder

(iii) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmark-satzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz ihrer Ansicht nach nicht mehr repräsentativ für den zugrunde liegenden Markt, den er zu messen vorgibt, ist oder sein wird, und keine von der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmark-satzes geforderten Maßnahmen zur Behebung einer solchen Situation ergriffen werden oder zu erwarten sind; oder

(iv) die Verwendung des Ursprünglichen Benchmarksatzes aus irgendeinem Grund nach einem Gesetz oder einer Verordnung, die in Bezug auf die Hauptzahlstelle, einer weiteren Zahlstelle, die Berechnungsstelle oder die Emittentin anwendbar sind, rechtswidrig geworden ist; oder

(v) der Ursprüngliche Benchmarksatz ohne vorherige offizielle Ankündigung durch die zuständige Aufsichtsbehörde oder den Administrator dauerhaft nicht mehr veröffentlicht wird; oder

that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or

(iii) a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer, or will no longer be, representative of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the regulatory supervisor of the Original Benchmark Rate administrator; or

(iv) it has become, for any reason, unlawful under any law or regulation applicable to the Principal Paying Agent, any further Paying Agent, the Calculation Agent or the Issuer to use the Original Benchmark Rate; or

(v) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the regulatory supervisor or the administrator; or

(vi) die Methode für die Feststellung des Ursprünglichen Benchmarksatzes (oder einer Teilkomponente davon) ändert sich wesentlich gegenüber der Methode, die der Administrator des Ursprünglichen Benchmarksatzes bei Zinslaufbeginn anwendet.

(vi) the methodology for the determination of the Original Benchmark Rate (or any component part thereof) is materially altered compared to the methodology as used by the administrator of the Original Benchmark Rate at the Interest Commencement Date.

"**Maßgebliches Nominierungsgremium**" bezeichnet in Bezug auf die Ersetzung des Ursprünglichen Benchmarksatzes:

"**Relevant Nominating Body**" means, in respect of the replacement of the Original Benchmark Rate:

(i) die Zentralbank für die Währung, auf die sich die Benchmark oder der Bildschirmsatz bezieht, oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other regulatory supervisor which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) jede Arbeitsgruppe oder jeden Ausschuss, die bzw. der von (A) der Zentralbank für die Währung, auf die sich die Benchmark oder der Bildschirmsatz bezieht, (B) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (C) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (D) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon gefördert, geführt oder mitgeführt wird oder auf deren Verlangen gebildet wird.

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof.

"**Nachfolge-Benchmarksatz**" bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der formell durch das Maßgebliche

"**Successor Benchmark Rate**" means a successor to or replacement of the Original Benchmark Rate which is

Nominierungsgremium empfohlen wurde.

"**Neuer Benchmarksatz**" bezeichnet den jeweils gemäß diesem § 3(5) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

"**Unabhängiger Berater**" bezeichnet ein von der Emittentin ernanntes unabhängiges Finanzinstitut mit internationalem Ansehen oder einen anderen unabhängigen Finanzberater mit Erfahrung in den internationalen Anleihekapitalmärkten, und der die Berechnungsstelle sein kann.

(g) *Stichtag*. Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsspanne und der etwaigen Benchmark-Änderungen gemäß diesem § 3(5) (der "**Stichtag**") ist der Zinsfestsetzungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:

(i) den Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird, den Tag, an dem der Ursprüngliche Benchmarksatz eingestellt wird oder den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr repräsentativ ist oder sein wird, wenn das Benchmark-Ereignis aufgrund der Ziffern (i), (ii) oder (iii) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(ii) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund der Ziffer (iv)

formally recommended by any Relevant Nominating Body.

"**New Benchmark Rate**" means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 3(5).

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer, and which may be the Calculation Agent.

(g) *Effective Date*. The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3(5) (the "**Effective Date**") will be the Interest Determination Date falling on or after the earliest of the following dates:

(i) if the Benchmark Event has occurred as a result of clauses (i), (ii) or (iii) of the definition of the term "Benchmark Event", the date of cessation of publication of the Original Benchmark Rate, the date of the discontinuation of the Original Benchmark Rate or the date as from which the Original Benchmark Rate is no longer, or will no longer be, representative, as the case may be; or

(ii) if the Benchmark Event has occurred as a result of clause (iv) of the definition of the term "Benchmark Event", the date der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

from which the prohibition applies; or

(iii) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Ziffern (v) oder (vi) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist

(iii) if the Benchmark Event has occurred as a result of clauses (v) or (vi) of the definition of the term "Benchmark Event", the date of the occurrence of the Benchmark Event.

(h) Eine Anpassung des Ursprünglichen Benchmarksatzes im Falle eines Benchmark-Ereignisses darf nur insoweit durchgeführt werden, als dass durch diese Anpassung kein Verlust der Eigenkapitalanrechnung oder keine Verkürzung der Eigenkapitalanrechnung eintritt.

(h) Any adjustment to the Original Benchmark Rate in case of a Benchmark Event will be made only to the extent that no Loss in Equity Credit or Shortening in Equity Credit would occur as a result of such adjustment.

(i) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 3(5) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 3 auf den Begriff "Ursprünglicher Benchmarksatz" als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.

(i) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3(5) shall apply *mutatis mutandis* to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, any reference in this § 3 to the term "Original Benchmark Rate" shall be deemed to be a reference to the New Benchmark Rate that last applied.

(j) In diesem § 3(5) schließt jede Bezugnahme auf den Begriff "Ursprünglicher Benchmarksatz" gegebenenfalls auch eine Bezugnahme auf eine etwaige Teilkomponente des Ursprünglichen Benchmarksatzes ein, wenn in Bezug auf diese Teilkomponente ein Benchmark-Ereignis eingetreten ist.

(j) Any reference in this § 3(5) to the term "Original Benchmark Rate" shall be deemed to include a reference to any component part thereof, as applicable, if a Benchmark Event has occurred in respect of that component part.

(6) *Zinstagequotient*. Die Zinsen für einen beliebigen Zeitraum werden auf der Grundlage des Zinstagequotienten berechnet.

"**Zinstagequotient**" bezeichnet bei der Berechnung des Zinsbetrages für eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

(a) wenn der Zinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl von Tagen in dem Zinsberechnungszeitraum dividiert durch die Anzahl von Tagen in der betreffenden Feststellungsperiode; und

(b) wenn der Zinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus

(i) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Zinsberechnungszeitraum beginnt, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode; und

(ii) die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen, dividiert durch die Anzahl der Tage in der betreffenden Feststellungsperiode.

Dabei gilt Folgendes:

"**Feststellungsperiode**" bezeichnet jeden Zeitraum ab einem Feststellungstermin (einschließlich), der in ein beliebiges Jahr fällt, bis zum nächsten Feststellungstermin (ausschließlich).

"**Feststellungstermin**" bezeichnet jeden 13. Dezember.

(6) *Day Count Fraction*. Interest for any period of time will be calculated on the basis of the 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**"):

(a) if the Calculation Period is equal to or shorter than the Determination Period in which it falls, the number of days in the Calculation Period divided by the number of days in such Determination Period; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the number of days in such Determination Period; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by the number of days in such Determination Period.

Where:

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

"**Determination Date**" means each 13 December.

(7) *Zinslaufende.* Die Verzinsung der Schuldverschreibungen endet mit Beginn des Tages, an dem ihr Nennbetrag zur Rückzahlung fällig wird. Sollte die Emittentin eine Zahlung von Kapital auf die Schuldverschreibungen bei Fälligkeit nicht leisten, endet die Verzinsung der Schuldverschreibungen mit Beginn des Tages der tatsächlichen Zahlung. Der in einem solchen Fall jeweils anzuwendende Zinssatz wird gemäß diesem § 3 bestimmt.

(7) *Cessation of interest accrual.* The Notes will cease to bear interest from the beginning of the day their principal amount is due for repayment. If the Issuer fails to make any payment of principal under the Notes when due, the Notes will cease to bear interest from the beginning of the day on which such payment is made. In such case the applicable rate of interest will be determined pursuant to this § 3.

§ 4 FÄLLIGKEIT VON ZINSZAHLUNGEN; AUFSCHUB VON ZINSZAHLUNGEN; ZAHLUNG AUFGESCHOBENER ZINSZAHLUNGEN

§ 4 DUE DATE FOR INTEREST PAYMENTS, DEFERRAL OF INTEREST PAYMENTS, PAYMENT OF ARREARS OF INTEREST

(1) *Fälligkeit von Zinszahlungen; wahlweiser Zinsaufschub.* Zinsen, die während einer Zinsperiode auflaufen, werden an dem betreffenden Zinszahlungstag fällig, sofern sich die Emittentin nicht durch eine Bekanntmachung an die Gläubiger gemäß § 13 innerhalb einer Frist von nicht weniger als 10 Geschäftstagen vor dem betreffenden Zinszahlungstag dazu entscheidet, die betreffende Zinszahlung (insgesamt, jedoch nicht teilweise) aufzuschieben.

Wenn sich die Emittentin an einem Zinszahlungstag zur Nichtzahlung aufgelaufener Zinsen entscheidet, dann ist sie nicht verpflichtet, an dem betreffenden Zinszahlungstag Zinsen zu zahlen. Diese sind Aufgeschobene Zinszahlungen (wie nachstehend definiert). Ein Aufschub einer Zinszahlung aus diesem Grunde begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund der Schuldverschreibungen oder für sonstige Zwecke.

Nach Maßgabe dieses § 4(1) nicht fällig gewordene Zinsen sind aufgeschobene Zinszahlungen ("**Aufgeschobene Zinszahlungen**").

Aufgeschobene Zinszahlungen werden nicht verzinst.

(2) *Freiwillige Zahlung von Aufgeschobenen Zinszahlungen.* Die Emittentin ist berechtigt,

(1) *Due Date for Interest Payments; Optional Interest Deferral*. Interest which accrues during an Interest Period will be due and payable (*fällig*) on the relevant Interest Payment Date, unless the Issuer elects, by giving notice to the Holders not less than 10 Business Days prior to the relevant Interest Payment Date in accordance with § 13, to defer the relevant payment of interest (in whole but not in part).

If the Issuer elects not to pay accrued interest on an Interest Payment Date, then it will not have any obligation to pay such interest on such Interest Payment Date and will constitute Arrears of Interest (as defined below). Any such deferral of an interest payment will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

Interest not due and payable in accordance with this § 4(1) will constitute arrears of interest ("**Arrears of Interest**").

Arrears of Interest will not bear interest.

(2) *Optional Settlement of Arrears of Interest*. The Issuer will be entitled to pay outstanding

ausstehende Aufgeschobene Zinszahlungen jederzeit insgesamt, jedoch nicht teilweise, nach Bekanntmachung an die Gläubiger unter Einhaltung einer Frist von nicht weniger als 10 Geschäftstagen vor einer solchen freiwilligen Zinszahlung zu zahlen, wobei eine solche Bekanntmachung (i) den Betrag an Aufgeschobenen Zinszahlungen, der gezahlt werden soll, und (ii) den für diese Zahlung festgelegten Termin enthalten muss.

(3) *Pflicht zur Zahlung von Aufgeschobenen Zinszahlungen.* Die Emittentin ist verpflichtet, Aufgeschobene Zinszahlungen insgesamt und nicht nur teilweise am nächsten Pflichtnachzahlungstag zu zahlen.

"**Pflichtnachzahlungstag**" bezeichnet den frühesten der folgenden Tage:

(i) den Tag, der fünf Geschäftstage nach dem Tag liegt, an dem ein Obligatorisches Nachzahlungsereignis eingetreten ist;

(ii) den Tag, an dem die Emittentin Zinsen auf die Schuldverschreibungen zahlt;

(iii) den Tag, an dem die Emittentin oder eine Tochtergesellschaft eine Dividende, Zinsen, eine sonstige Ausschüttung oder eine sonstige Zahlung auf eine Gleichrangige Verbindlichkeit leistet;

(iv) den Tag, an dem die Emittentin oder eine Tochtergesellschaft eine Gleichrangige Verbindlichkeit oder eine Schuldverschreibung zurückzahlt, zurückkauft oder anderweitig erwirbt (jeweils direkt oder indirekt);

(v) den fünften Jahrestag des Zinszahlungstags, an dem die Emittentin erstmals eine Zinszahlung, die Teil der ausstehenden Aufgeschobenen Zinszahlungen ist, gemäß § 4(1) aufgeschoben hat;

(vi) den Tag der Rückzahlung der Schuldverschreibungen gemäß diesen Anleihebedingungen; und

(vii) den Tag, an dem eine Entscheidung hinsichtlich der Auseinandersetzung, Liquidation oder Auflösung der

Arrears of Interest in whole but not in part at any time by giving notice to the Holders not less than 10 Business Days before such voluntary payment and specifying (i) the amount of Arrears of Interest to be paid and (ii) the date fixed for such payment.

(3) *Mandatory Payment of Arrears of Interest*. The Issuer must pay Arrears of Interest (in whole but not in part) on the next Mandatory Settlement Date.

"**Mandatory Settlement Date**" means the earliest of:

(i) the date falling five Business Days after the date on which a Compulsory Settlement Event has occurred;

(ii) the date on which the Issuer pays interest on the Notes;

(iii) the date on which the Issuer or any Subsidiary pays any dividend, interest, other distribution or other payment in respect of any Parity Obligation;

(iv) the date on which the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Parity Obligations or any Notes;

(v) the fifth anniversary of the Interest Payment Date on which the Issuer first deferred a payment of interest in accordance with § 4(1) constituting part of the outstanding Arrears of Interest;

(vi) the date of redemption of the Notes in accordance with these Terms and Conditions; and

(vii) the date on which an order is made for the winding up, liquidation or dissolution of the Issuer (other than for

Emittentin ergeht (sofern dies nicht für die Zwecke oder als Folge eines Zusammenschlusses, einer Umstrukturierung oder Sanierung geschieht, bei dem bzw. bei der die Emittentin noch zahlungsfähig ist und bei dem bzw. bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt),

mit der Maßgabe, dass

(x) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft nach Maßgabe der Anleihebedingungen der betreffenden Gleichrangigen Verbindlichkeit zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;

(y) in dem vorgenannten Fall (iv) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft (jeweils direkt oder indirekt) Gleichrangige Verbindlichkeiten oder Schuldverschreibungen (insgesamt oder teilweise) nach einem öffentlichen Rückkaufangebot oder öffentlichen Umtauschangebot mit einer unter dem Nennwert liegenden Gegenleistung je Gleichrangiger Verbindlichkeit bzw. je Schuldverschreibung zurückkauft oder anderweitig erwirbt; und

(z) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die betreffenden Zahlungen auf oder in Bezug auf Gleichrangige Verbindlichkeiten Konzerninterne Zahlungen sind.

Ein "**Obligatorisches Nachzahlungsereignis**" bezeichnet vorbehaltlich des nachstehenden Satzes 2 jedes der folgenden Ereignisse:

(i) die ordentliche Hauptversammlung der Emittentin beschließt, eine Dividende, sonstige Ausschüttung oder sonstige

the purposes of or pursuant to an amalgamation, reorganization or restructuring whilst solvent, where the continuing entity assumes substantially all of the assets and obligations of the Issuer),

provided that

(x) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary is obliged under the terms and conditions of such Parity Obligation to make such payment, such redemption, such repurchase or such other acquisition;

(y) in the case (iv) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any Parity Obligations or any Notes in whole or in part in a public tender offer or public exchange offer at a consideration per Parity Obligation or Note below its par value; and

(z) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the relevant payments on, or in respect of, any Parity Obligations are Intra-Group Payments.

"**Compulsory Settlement Event**" means any of the following events, subject to sentence 2 below:

(i) the ordinary general meeting of shareholders (*ordentliche Hauptversammlung*) of the Issuer resolves on the

Zahlung auf eine Aktie einer beliebigen Gattung der Emittentin zu leisten (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin);

payment of any dividend, other distribution or other payment on any share of any class of the Issuer (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer);

(ii) die Emittentin oder eine Tochtergesellschaft zahlt eine Dividende, Zinsen, eine sonstige Ausschüttung oder eine sonstige Zahlung auf eine Nachrangige Verbindlichkeit (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin); oder

(ii) the Issuer or any Subsidiary pays any dividend, interest, other distribution or other payment in respect of any Junior Obligation (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer); or

(iii) die Emittentin oder eine Tochtergesellschaft (jeweils direkt oder indirekt) zahlt oder kauft eine Nachrangige Verbindlichkeit zurück oder erwirbt sie anderweitig.

(iii) the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Junior Obligation.

In den vorgenannten Fällen (ii) und (iii) tritt jedoch kein Obligatorisches Nachzahlungsereignis ein, wenn

The cases (ii) and (iii) above are subject to the proviso that no Compulsory Settlement Event occurs if

(x) die Emittentin oder die betreffende Tochtergesellschaft nach Maßgabe der Anleihebedingungen der betreffenden Nachrangigen Verbindlichkeit zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;

(x) the Issuer or the relevant Subsidiary is obliged under the terms and conditions of such Junior Obligation to make such payment, such redemption, such repurchase or such other acquisition;

(y) die Emittentin oder die betreffende Tochtergesellschaft Aktien einer beliebigen Gattung der Emittentin oder eine Nachrangige Verbindlichkeit nach Maßgabe eines bestehenden oder zukünftigen Aktienoptions- oder Aktienbeteiligungsprogramms oder ähnlichen Programms für Mitglieder des Vorstands oder des Aufsichtsrats (oder, im Falle verbundener Unternehmen, ähnlicher Gremien) oder Mitarbeiter der Emittentin oder mit ihr verbundener Unternehmen (jeweils direkt oder indirekt) zurückkauft oder anderweitig erwirbt; oder

(y) the Issuer or the relevant Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any share of any class of the Issuer or any Junior Obligation pursuant to the obligations of the Issuer under any existing or future stock option or stock ownership programme or similar programme for any members of the board of management or supervisory board (or, in the case of affiliates, comparable boards) or employees of the Issuer or any of its affiliates; or

(z) die betreffenden Zahlungen auf oder in Bezug auf Nachrangige Verbindlichkeiten Konzerninterne Zahlungen sind.

"**Konzerninterne Zahlungen**" sind Zahlungen, die ausschließlich von einer Tochtergesellschaft an die Emittentin und/oder von einer Tochtergesellschaft an andere Tochtergesellschaften erfolgen.

(z) the relevant payments on, or in respect of, any Junior Obligation are Intra-Group Payments.

"**Intra-Group Payments**" means payments made by a Subsidiary to the Issuer and/or by one Subsidiary to another.

§ 5
RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht vorzeitig zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am 13. September 2054 (der "**Endfälligkeitstag**") zu ihrer festgelegten Stückelung zuzüglich Aufgeschobener Zinszahlungen zurückgezahlt.

(2) *Vorzeitige Rückzahlung nach Wahl der Emittentin*. Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt, jedoch nicht teilweise) mit Wirkung (i) zu jedem Tag während des Zeitraums ab dem 13. September 2029 (der "**Erste Optionale Rückzahlungstag**") bis zum Ersten Reset-Termin (jeweils einschließlich) und (ii) zu jedem danach folgenden Zinszahlungstag durch Bekanntmachung gemäß § 13 unter Einhaltung einer Frist von mindestens 10 Geschäftstagen zu kündigen.

Im Falle einer solchen Kündigung ist die Emittentin verpflichtet, jede ausstehende Schuldverschreibung an dem in der Bekanntmachung festgelegten Rückzahlungstag zu ihrer festgelegten Stückelung zuzüglich bis dem in der Bekanntmachung festgelegten Rückzahlungstag (ausschließlich) aufgelaufener Zinsen sowie Aufgeschobener Zinszahlungen zurückzuzahlen. Die Bekanntmachung hat die zugrundeliegenden Tatsachen des Rechts der Emittentin auf vorzeitige Rückzahlung und den Rückzahlungstag anzugeben.

§ 5
REDEMPTION

(1) *Redemption at Maturity*. Unless redeemed or purchased and cancelled earlier, the Notes will be redeemed on 13 September 2054 (the "**Maturity Date**") at their Specified Denomination plus any Arrears of Interest.

(2) *Early Redemption at the Option of the Issuer*. The Issuer may, upon giving not less than 10 Business Days' notice in accordance with § 13, call the Notes for redemption (in whole but not in part) with effect (i) as of any day during the period from and including 13 September 2029 (the "**First Optional Redemption Date**") to and including the First Reset Date and (ii) on any Interest Payment Date thereafter.

In this case the Issuer shall redeem each outstanding Note on the redemption date specified in the notice at its Specified Denomination plus interest accrued to but excluding the redemption date specified in the notice and any outstanding Arrears of Interest. The notice shall set forth the underlying facts of the Issuer's right to early redemption and specify the redemption date.

(3) *Andere vorzeitige Rückzahlungsereignisse.* Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit durch Bekanntmachung gemäß § 13 unter Einhaltung einer Frist von mindestens 10 Geschäftstagen zu kündigen, wenn ein Ratingereignis, ein Steuerereignis oder ein Gross-up Ereignis eingetreten ist.

Im Falle einer solchen Kündigung ist die Emittentin verpflichtet, jede ausstehende Schuldverschreibung an dem in der Bekanntmachung festgelegten Rückzahlungstag zu ihrem Vorzeitigen Rückzahlungsbetrag zuzüglich bis zu dem in der Bekanntmachung festgelegten Rückzahlungstag (ausschließlich) aufgelaufener Zinsen sowie Aufgeschobener Zinszahlungen zurückzuzahlen. Die Bekanntmachung hat die zugrundeliegenden Tatsachen des Rechts der Emittentin auf vorzeitige Rückzahlung und den Rückzahlungstag anzugeben.

(a) Ein "**Ratingereignis**" tritt ein, wenn entweder:

(i) eine Ratingagentur eine Veränderung in der Methodologie für Hybridkapital oder der Interpretation dieser Methodologie veröffentlicht, wodurch entweder (x) die Schuldverschreibungen nicht mehr länger in derselben oder einer höheren Eigenkapitalanrechnung (oder eine vergleichbare Beschreibung, die von der Ratingagentur in Zukunft genutzt wird, um zu beschreiben in wieweit die Bedingungen eines Instruments die vorrangigen Verbindlichkeiten der Emittentin unterstützen) (die "**Eigenkapitalanrechnung**") wie an dem Tag der Begebung der Schuldverschreibungen einzuordnen sind oder, wenn keine Eigenkapitalanrechnung am Tag der Begebung der

(3) *Other Early Redemption Events.* The Issuer may, upon giving not less than 10 Business Days' notice in accordance with § 13, call the Notes for redemption (in whole but not in part) at any time if a Rating Event, a Tax Deductibility Event or a Gross-up Event has occurred.

In this case the Issuer shall redeem each outstanding Note on the redemption date specified in the notice at its Early Redemption Amount plus interest accrued to but excluding the redemption date specified in the notice and any Arrears of Interest. The notice shall set forth the underlying facts of the Issuer's right to early redemption and specify the redemption date.

(a) A "**Rating Event**" shall occur if either:

(i) any Rating Agency publishes a change in hybrid capital methodology or the interpretation thereof, as a result of which change, either, (x) the Notes would no longer be eligible for the same or a higher category of "equity credit" or such similar nomenclature as may be used by that Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of the Issuer's senior obligations (the "**equity credit**"), attributed to the Notes at the date of issue of the Notes, or if "equity credit" is not assigned on the date of issue of the Notes by such Rating Agency, at the date when the equity credit is assigned for the first time by such Rating Agency (a "**Loss in Equity Credit**") (this also applies if the Notes have been

Schuldverschreibungen von der Ratingagentur bestimmt wurde, an dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird (ein "**Verlust der Eigenkapitalanrechnung**") (dies gilt auch für den Fall, dass die Schuldverschreibungen nach deren Tag der Begebung (bzw. dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird) teilweise oder insgesamt refinanziert wurden und der Verlust der Eigenkapitalanrechnung aufgrund der Veränderung auch eingetreten wäre, wenn die Refinanzierung nicht zuvor erfolgt wäre), oder (y) der Zeitraum, für die die Schuldverschreibungen in derselben oder einer höheren Eigenkapitalanrechnung wie an dem Tag der Begebung der Schuldverschreibungen (bzw. dem Tag, an dem erstmals die Eigenkapitalanrechnung von der Ratingagentur bestimmt wird) einzuordnen sind, verkürzt wird (eine "**Verkürzung der Eigenkapitalanrechnung**"), oder

(ii) die Emittentin eine schriftliche Bestätigung von einer Ratingagentur erhalten und diese an die Hauptzahlstelle in Kopie weitergegeben hat, oder die Ratingagentur eine Veröffentlichung veranlasst hat, welche besagt, dass aufgrund einer Änderung der Methodologie für Hybridkapital oder der Interpretation dieser Methodologie, ein Verlust der Eigenkapitalanrechnung oder eine Verkürzung der

partially or fully re-financed since the date of issue of the Notes (or the date when the equity credit is assigned for the first time by such Rating Agency, as the case may be) and a Loss in Equity Credit would have also been occurred as a result of such change had the Notes not been re-financed), or (y) the period of time the Notes are eligible for the same or a higher category of equity credit attributed to the Notes at the date of issue of the Notes (or the date when the equity credit is assigned for the first time by such Rating Agency, as the case may be) is being shortened (a "**Shortening in Equity Credit**"), or

(ii) the Issuer has received, and has provided the Principal Paying Agent with a copy of, a written confirmation from any Rating Agency or an official publication by such Rating Agency that due to a change in hybrid capital methodology or the interpretation thereof, a Loss in Equity Credit or a Shortening in Equity Credit occurred, Eigenkapitalanrechnung erfolgt ist,

und die Emittentin die Gläubiger über das Ratingereignis gemäß § 13 informiert hat bevor die Mitteilung der Rückzahlung (wie oben beschrieben) bekanntgemacht wurde.

and the Issuer has given notice to the Holders in accordance with § 13 of such Rating Event prior to giving the notice of redemption referred to above.

"**Ratingagentur**" bezeichnet jeweils Moody's, S&P und Fitch, wobei "**Moody's**" die Moody's Investors Service Ltd oder eine ihrer Nachfolgegesellschaften bezeichnet, "**S&P**" die S&P Global Ratings Europe Limited bezeichnet und "**Fitch**" die Fitch Ratings Limited oder eine ihrer Nachfolgegesellschaften bezeichnet, oder eine andere durch die Emittentin bezeichnete Ratingagentur mit gleichwertiger internationaler Anerkennung sowie jeweils ihre Tochter- oder Nachfolgegesellschaften.

"**Rating Agency**" means each of Moody's, S&P and Fitch, where "**Moody's**" means Moody's Investors Service Ltd or any of its successors, "**S&P**" means S&P Global Ratings Europe Limited and "**Fitch**" means Fitch Ratings Limited or any of its successors, or any other rating agency of equivalent international standing specified from time to time by the Issuer and, in each case their respective subsidiaries or successors.

(b) Ein "**Steuerereignis**" tritt ein, wenn die Emittentin ein Gutachten einer international anerkannten Rechtsanwaltskanzlei erhalten hat, aus dem hervorgeht, dass nach dem Zinslaufbeginn als Folge einer Änderung von deutschem Recht oder dessen offizieller Auslegung oder Anwendung die steuerliche Behandlung dergestalt geändert wurde, dass der Zinsaufwand der Emittentin in Bezug auf die Schuldverschreibungen für Zwecke der Körperschaftsteuer nicht mehr vollständig abzugsfähig ist, und die Emittentin dieses Risiko nicht durch das Ergreifen zumutbarer Maßnahmen vermeiden kann. Klarstellend sei erwähnt, dass als eine Änderung auch eine offizielle Auslegung oder Anwendung gilt, die zum ersten Mal öffentlich bekannt geworden ist.

(b) A "**Tax Deductibility Event**" shall occur if an opinion of a recognized law firm of international standing has been delivered to the Issuer, stating that by reason of a change in German law or regulation, or any change in the official application or interpretation of such law, after the Interest Commencement Date, the tax regime is modified and such modification results in the interest expense of the Issuer in respect of the Notes being no longer fully deductible for corporate income tax purposes, and such risk cannot be avoided by the Issuer taking reasonable measures available to it. For the avoidance of doubt, a change shall also be deemed to be an official interpretation or application that has become publicly known for the first time.

(c) Ein "**Gross-up-Ereignis**" tritt ein, wenn die Emittentin als Folge einer Änderung von deutschen Gesetzen oder

(c) A "**Gross-up Event**" shall occur if, by reason of any change in German law or published regulations becoming veröffentlichten Vorschriften nach dem Zinslaufbeginn verpflichtet ist, sämtliche gemäß § 8 zahlbaren zusätzlichen Beträge zu zahlen, allerdings nur soweit die Emittentin die Zahlungsverpflichtung nicht durch das Ergreifen zumutbarer Maßnahmen vermeiden kann, die sie nach Treu und Glauben für angemessen hält.

(d) Der "**Vorzeitige Rückzahlungsbetrag**" bezeichnet (i) im Falle eines Rating-ereignisses oder eines Steuerereignisses, an dem der maßgebliche für die Rückzahlung festgelegte Tag vor dem Ersten Optionalen Rückzahlungstag fällt, 101% der festgelegten Stückelung, und (ii) im Falle eines Ratingereignisses oder eines Steuerereignisses, an dem der maßgebliche für die Rückzahlung festgelegte Tag auf den oder nach dem Ersten Optionalen Rückzahlungstag fällt und im Falle eines Gross-up-Ereignisses, 100% der festgelegten Stückelung.

(4) *Vorzeitige Rückzahlung bei geringem ausstehendem Gesamtnennbetrag.* Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit durch Bekanntmachung gemäß § 13 unter Einhaltung einer Frist von mindestens 10 Geschäftstagen zu kündigen, wenn mindestens 75 % des Gesamtnennbetrages der Schuldverschreibun-gen (einschließlich Schuldverschreibungen, die gemäß § 12(1) zusätzlich begeben worden sind) zurückgezahlt oder erworben und eingezogen worden sind.

Im Falle einer solchen Kündigung ist die Emittentin verpflichtet, jede ausstehende Schuldverschreibung an dem in der Bekanntmachung festgelegten Rückzahlungstag zu ihrer festgelegten Stückelung zuzüglich bis dem in der Bekanntmachung festgelegten Rückzahlungstag (ausschließlich) aufgelaufener Zinsen sowie Aufgeschobener Zinszahlungen zurückzuzahlen. Die Bekanntmachung hat die zugrundeliegenden

effective after the Interest Commencement Date, the Issuer would have to pay any Additional Amounts which may be payable under § 8, provided that the payment obligation cannot be avoided by the Issuer taking such reasonable measures it (acting in good faith) deems appropriate.

(d) The "**Early Redemption Amount**" shall be (i) in case of a Rating Event or a Tax Deductibility Event where the relevant date fixed for redemption falls prior to the First Optional Redemption Date, equal to 101 per cent. of the Specified Denomination, and (ii) in the case of a Rating Event or a Tax Deductibility Event where the relevant date fixed for redemption falls on or after the First Optional Redemption Date or in case of a Gross-Up Event, equal to 100 per cent. of the Specified Denomination.

(4) *Early Redemption in Case of Minimum Outstanding Aggregate Principal Amount*. The Issuer may, upon giving not less than 10 Business Days' notice in accordance with § 13, call the Notes for redemption (in whole but not in part) at any time if at least 75 per cent. of the aggregate principal amount of the Notes (including any Notes additionally issued in accordance with § 12(1)) have been redeemed or purchased and cancelled.

In this case the Issuer shall redeem each outstanding Note on the redemption date specified in the notice at its Specified Denomination plus interest accrued to but excluding the redemption date specified in the notice and any outstanding Arrears of Interest. The notice shall set forth the underlying facts of the Issuer's right to early redemption and specify the redemption date.

Tatsachen des Rechts der Emittentin auf vorzeitige Rückzahlung und den Rückzahlungstag anzugeben.

§ 6
ZAHLUNGEN

(1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe von § 6(2) an das Clearing System oder gegebenenfalls dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von § 6(2) an das Clearing System oder gegebenenfalls dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von § 6(2) an das Clearing System oder gegebenenfalls dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1(3)(b).

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Vereinigte Staaten*. Für die Zwecke des § 1(3) und § 6(1) bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

§ 6
PAYMENTS

(1) (a) *Payment of Principal*. Payment of principal in respect of Notes shall be made, subject to § 6(2), to the Clearing System or (if applicable) to its order for credit to the accounts of the relevant account holders of the Clearing System.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to § 6(2), to the Clearing System or (if applicable) to its order for credit to the relevant account holders of the Clearing System.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to § 6(2), to the Clearing System or (if applicable) to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

(2) *Manner of Payment.* 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.

(3) *United States*. For purposes of § 1(3) and § 6(1), "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Zahltag.* 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. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

"**Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem die Clearing Systeme sowie alle maßgeblichen Bereiche des vom Eurosystem betriebenen Real-time Gross Settlement-System (T2) oder jedes Nachfolgesystems betriebsbereit sind, um Zahlungen vorzunehmen.

(5) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day, then the Holder shall not be entitled to payment until the next day that is a Business Day and shall not be entitled to further interest or other payment in respect of such delay.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which the Clearing Systems as well as all relevant parts of the real time gross settlement system operated by the Eurosystem, or any successor system (T2) are operational to effect payments.

(6) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf einen Kapitalbetrag der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: die festgelegte Stückelung der Schuldverschreibungen, den Vorzeitigen Rückzahlungsbetrag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 8 zahlbaren zusätzlichen Beträge einschließen.

(6) *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Specified Denomination of the Notes, the Early Redemption Amount and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.

(7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem jeweiligen Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die Ansprüche der Gläubiger gegen die Emittentin.

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

§ 7
VERWALTUNGSSTELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Hauptzahlstelle und die anfänglich bestellte Berechnungsstelle und ihre bezeichneten Geschäftsstellen lauten wie folgt:

Hauptzahlstelle:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

Berechnungsstelle:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

Die Hauptzahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle, zusätzliche Zahlstellen (zusammen mit der Hauptzahlstelle, die "**Zahlstellen**" und jede eine "**Zahlstelle**") oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Hauptzahlstelle und (ii) eine Berechnungsstelle 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 § 13 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die Hauptzahlstelle und die Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein

§ 7
AGENTS

(1) *Appointment; Specified Offices.* The initial Principal Paying Agent and the initial Calculation Agent and their respective initial specified offices are:

Principal Paying Agent:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

Calculation Agent:

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany

The Principal Paying Agent and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified offices in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or the Calculation Agent and to appoint another Principal Paying Agent, additional paying agents (together with the Principal Paying Agent, the "**Paying Agents**" and each a "**Paying Agent**") or another Calculation Agent. The Issuer shall at all times maintain (i) a Principal Paying Agent and (ii) a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13.

(3) *Agents of the Issuer.* The Principal Paying Agent and the Calculation Agent act solely as agents of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.

Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

(4) Wenn die Emittentin gemäß § 3(5) einen Unabhängigen Berater bestellt, dann ist § 7(3) entsprechend auf den Unabhängigen Berater anzuwenden.

(4) If the Issuer appoints an Independent Adviser in accordance with § 3(5), § 7(3) shall apply mutatis mutandis to the Independent Adviser.

§ 8
STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind an der Quelle ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtig oder zukünftig bestehenden Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer mit dem Recht zur Steuererhebung versehenen politischen Untergliederung oder Behörde der Vorgenannten auferlegt oder erhoben werden (zusammen "**Quellensteuer**"), es sei denn, dieser Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Wenn die Emittentin gesetzlich zu einem Einbehalt oder Abzug von Quellensteuern verpflichtet ist, wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Abzug oder Einbehalt von den Gläubigern empfangen worden wären. Die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) anders als durch Einbehalt oder Abzug von Zahlungen zu entrichten sind, die die Emittentin an den Gläubiger leistet; oder

(b) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person abgezogen oder einbehalten werden oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

§ 8
TAXATION

Principal and interest shall be payable without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or on behalf of Germany or by or on behalf of any political subdivision or authority thereof having power to tax (together "**Withholding Taxes**"), unless such deduction or withholding is required by law. If the Issuer is required by law to make a deduction or withholding of Withholding Taxes, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the net amounts received by the Holders after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such Additional Amounts shall, however, be payable on account of any taxes, duties or governmental charges which:

(a) are payable otherwise than by withholding or deduction from payments made by the Issuer to the Holder, or

(b) are deducted or withheld by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise payable in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or

(c) von der Hauptzahlstelle oder einer zusätzlich bestellten Zahlstelle abgezogen oder einbehalten werden, wenn eine andere Zahlstelle die Zahlung ohne einen solchen Abzug oder Einbehalt hätte leisten können; oder

(d) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist/sind, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

(e) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge wirksam wird; oder

(f) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland oder weil der Gläubiger in der Bundesrepublik Deutschland wohnhaft ist bzw. für Zwecke der Besteuerung so behandelt wird oder weil der Gläubiger gewünscht hat, so behandelt zu werden oder weil der Gläubiger einen dauerhaften Wohnsitz in der Bundesrepublik Deutschland (oder so behandelt wird) oder in einem anderen Mitgliedstaat der Europäischen Union hat zu zahlen sind. Dies gilt jedoch nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind.

Ungeachtet sonstiger hierin enthaltener Bestimmungen, darf die Emittentin Beträge, die gemäß einer beschriebenen Vereinbarung in Section 1471 (b) des U.S. Revenue Code von 1986 (der "**Code**") erforderlich sind oder die anderweitig aufgrund der Sections 1471 bis 1474 des Codes (oder jeder geänderten oder Nachfolgeregelung), der Regelungen oder Verträge darunter, der offiziellen Auslegungen davon oder jeglicher rechtsausführender und

(c) are deducted or withheld by the Principal Paying Agent or an additional Paying Agent from a payment if the payment could have been made by another Paying Agent without such deduction or withholding; or

(d) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of savings, or (ii) any international treaty or understanding relating to such taxation and to which Germany or the European Union is a party/are parties or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or

(e) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for, whichever occurs later; or

(f) are payable by reason of the Holder having, or having had, some personal or business connection with Germany or being a (deemed) resident of Germany or is treated for tax purposes as a resident of Germany or has elected to be taxed as a resident of Germany or the Holder having a (deemed) permanent establishment in Germany or another member state of the European Union 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, Germany.

Notwithstanding any other provisions contained herein, the Issuer shall be permitted to withhold or deduct any amounts required pursuant to an agreement described in Section 1471 (b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any amended or successor provisions), any regulations or agreements thereunder, official interpretations thereof, or any law zwischenstaatlicher Zusammenarbeit dazu beruhen, einbehalten oder abziehen ("**FATCA Quellensteuer**"). Die Emittentin ist aufgrund einer durch die Emittentin, die Hauptzahlstelle, eine zusätzliche Zahlstelle oder eine andere Partei abgezogenen oder einbehaltenen FATCA Quellensteuer nicht zur Zahlung zusätzlicher Beträge oder anderweitig zur Entschädigung der Gläubiger verpflichtet.

implementing and intergovernmental approach thereto ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify any Holder for any such FATCA withholding deducted or withheld by the Issuer, the Principal Paying Agent, an additional Paying Agent or any other party.

§ 9
VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für Ansprüche aus den Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9
PRESENTATION PERIOD

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

§ 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 jede andere Gesellschaft, deren stimmberechtigte Anteile zu mehr als 90% direkt oder indirekt von der Emittentin gehalten werden, an Stelle der Emittentin 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 Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in Euro zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, erhobene

§ 10
SUBSTITUTION

(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any other company more than 90 percent of the voting share or other equity interests of which are directly or indirectly owned by the Issuer as principal debtor in respect of all obligations arising from or in connection with the Notes (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;

(b) the Substitute Debtor has obtained all necessary authorizations and may transfer to the Principal Paying Agent in Euro and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Quellensteuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

(d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge auf nachrangiger Basis garantiert; und

(d) the Issuer irrevocably and unconditionally guarantees on a subordinated basis in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes; and

(e) der Hauptzahlstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

(e) there shall have been delivered to the Principal Paying Agent an opinion or opinions of lawyers of recognized standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § 13 bekanntzumachen.

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Änderung von Bezugnahmen*. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen 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.

Außerdem gilt im Falle der Ersetzung in § 8 und § 5(3)(b) und (c) 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.

Klarstellend sei erwähnt, dass dies nur gilt, soweit sich nicht aus Sinn und Zweck der jeweiligen Bedingung ergibt, dass die

(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 Substitute 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 Substitute Debtor.

Furthermore, in the event of such substitution, in § 8 and § 5(3)(b) and (c) an alternative reference to 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 Substitute Debtor.

For the avoidance of doubt this will apply only to the extent that the meaning and purpose of the relevant condition requires that the relevant

Bezugnahme entweder weiterhin nur auf die Bayer AG erfolgen soll (also insbesondere im Hinblick auf Ziffer (i) der Definition des Begriffs Obligatorisches Nachzahlungsereignis und das Ratingereignis), oder dass die Bezugnahme auf die Nachfolgeschuldnerin und gleichzeitig auch auf die Bayer AG, im Hinblick auf deren Verpflichtungen aus der Garantie gemäß § 10(1)(d), erfolgen soll (Gross-up-Ereignis, Steuerereignis und § 8).

reference will continue to be a reference only to Bayer AG (i.e. in particular in relation to clause (i) of the definition of the term Compulsory Settlement Event and the Rating Event), or that the reference will be to the Substitute Debtor and Bayer AG, in relation to Bayer AG's obligations under the guarantee pursuant to § 10(1)(d), at the same time (Gross-up Event, Tax Deductibility Event and § 8).

Die Emittentin ist berechtigt, die Globalurkunde und die Anleihebedingungen ohne Zustimmung der Gläubiger anzupassen, soweit dies erforderlich ist, um die Wirkungen der Ersetzung nachzuvollziehen. Entsprechend angepasste Globalurkunden oder Anleihebedingungen werden bei dem oder für das Clearing System hinterlegt.

The Issuer is authorized to adapt the global note and the Terms and Conditions without the consent of the Holders to the extent necessary to reflect the changes resulting from the substitution. Appropriately adjusted global notes or Terms and Conditions will be deposited with or on behalf of the Clearing System.

§ 11
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

§ 11
AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE

(1) *Änderung der Anleihebedingungen.* Die Emittentin kann mit Zustimmung der Gläubiger entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungs-gesetz – "**SchVG**") die Anleihebedingungen hinsichtlich eines nach dem SchVG zugelassenen Gegenstands ändern. Die Gläubiger entscheiden über ihre Zustimmung durch einen Beschluss mit der in § 11(2) bestimmten Mehrheit. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn, die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(1) *Amendment of the Terms and Conditions.* In accordance with the Act on Debt Securities of 2009 (*Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungs-gesetz* – "**SchVG**")) the Issuer may, with the consent of the Holders, amend the Terms and Conditions with regard to matters permitted by the SchVG. The Holders' consent to such amendments is given by resolution with the majority specified in § 11(2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird, und die keinen Gegenstand des § 5 Absatz 3 Nr. 1 bis Nr. 8 und (soweit § 10 dieser Anleihebedingungen keine andere Regelung

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent. of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material, and which do not relate to the matters listed in § 5(3) No. 1 – 8 and (if § 10 of these Terms and Conditions does not provide otherwise) No. 9 of

vorsieht) Nr. 9 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

the SchVG require a simple majority of the votes cast.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden, vorbehaltlich des nächsten Satzes, ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin finden ausschließlich im Fall des § 18 Absatz 4 Satz 2 SchVG statt. Die Gegenstände und Vorschläge zur Beschlussfassung sowie nähere Angaben zu den Abstimmungsmodalitäten 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 der 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.

(3) *Vote without a meeting.* All votes will be taken, subject to the next sentence, exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18(4) sentence 2 of the SchVG. The subject matter of the vote as well as the proposed resolutions and further information on voting procedures 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 the 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.

(4) *Zweite Versammlung*. Wird für die Abstimmung ohne Versammlung gemäß § 11(3) die mangelnde Beschlussfähigkeit festgestellt, kann 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

(4) *Second Meeting*. If it is ascertained that no quorum exists for the vote without a meeting pursuant to § 11(3), 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

Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der 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 Versammlung (einschließlich) nicht übertragbar sind, nachweisen.

(5) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der Gemeinsame Vertreter (wie in § 11(7) definiert) zur Abstimmung aufgefordert hat, vom Gemeinsamen Vertreter geleitet.

(6) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(7) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen (der "**Gemeinsame Vertreter**"). Der Gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn, der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der Gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des Gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(8) *Garantie*. Im Fall einer Schuldnerersetzung gemäß § 10 gilt dieser § 11 entsprechend für Änderungen der Garantie gemäß § 10(1)(d), und Änderungen der Anleihebedingungen und der Garantie sind nur mit Zustimmung der

of the 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) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined in § 11(7) below) has convened the vote, by the Holders' Representative.

(6) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(7) *Holders' Representative.* The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder. The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorized to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(8) *Guarantee.* In the event of a substitution pursuant to § 10, this § 11 shall apply *mutatis mutandis* for any amendment of the guarantee pursuant to § 10(1)(d), and the Terms and Conditions and such guarantee may only be amended with the consent of the Substitute

Nachfolgeschuldnerin und der Bayer Aktiengesellschaft als Garantin zulässig.

Debtor and Bayer Aktiengesellschaft as guarantor.

§ 12
BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit den gleichen Bedingungen (gegebenenfalls mit Ausnahme des Tages der Begebung, des Zinslaufbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit den Schuldverschreibungen eine einheitliche Emission bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit 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 Hauptzahlstelle zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Rückkaufangebot erfolgen, muss dieses Angebot allen Gläubigern gleichermaßen gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 12
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 issue with the Notes.

(2) *Purchases.* 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 Principal Paying Agent for cancellation. If purchases are made by public 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.

§ 13
MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.LuxSE.com).

(2) *Mitteilungen an das Clearing System*. Solange Schuldverschreibungen an der Offiziellen Liste der Luxemburger Börse notiert sind, findet § 13(1) Anwendung. Soweit die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach § 13(1) durch eine Mitteilung an das Clearing

§ 13
NOTICES

(1) *Publication*. All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.LuxSE.com).

(2) *Notification to Clearing System*. So long as any Notes are listed on the Official List of the Luxembourg Stock Exchange, §13 (1) shall apply. If the rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing

System zur Weiterleitung an die Gläubiger ersetzen.

(3) *Bekanntmachungen im Bundesanzeiger.* Wenn eine die Schuldverschreibungen betreffende Mitteilung nach anwendbarem Recht im Bundesanzeiger bekanntzumachen ist, erfolgt zusätzlich die Veröffentlichung der betreffenden Mitteilung durch die Emittentin im Bundesanzeiger. Die Veröffentlichung einer solchen Mitteilung im Bundesanzeiger berührt nicht die Wirksamkeit einer Mitteilung gemäß § 13(1) und (2).

§ 14
ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie Pflichten der Emittentin und Rechte der Gläubiger bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Vorbehaltlich eines zwingend vorgeschriebenen Gerichtsstands für bestimmte Verfahren nach dem SchVG ist nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") 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 wahrzunehmen 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

System to the Holders, in lieu of publication as set forth in § 13(1) above.

(3) *Notices in the German Federal Gazette (Bundesanzeiger).* If the publication of any notice concerning the Notes is required to be made by applicable law in the German Federal Gazette (*Bundesanzeiger*), the relevant notice shall also be published by the Issuer in the German Federal Gazette (*Bundesanzeiger*). The publication of any such notice in the German Federal Gazette (*Bundesanzeiger*) shall be without prejudice to the efficacy of any notice made in accordance with § 13(1) and (2).

§ 14
APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all obligations of the Issuer and rights of the Holders shall be governed by German law.

(2) *Submission to Jurisdiction.* Subject to any mandatory jurisdiction for specific proceedings under the SchVG, 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 proceeding against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in its own name its rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) 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

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, die bzw. das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

authorized 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 recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15
SPRACHE

Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.

§ 15
LANGUAGE

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.

Restrictions regarding the Redemption and Repurchase of the Notes

The following paragraphs in italics do not form part of the Terms and Conditions of the Notes.

The Issuer intends (without thereby assuming a legal or contractual obligation) at any time that it will redeem or repurchase the Notes only to the extent that the aggregate principal amount of Notes to be redeemed or repurchased does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer on or prior to the date of such redemption or repurchase from the sale or issuance by the Issuer or such Subsidiary to third parties of Notes which are assigned by S&P, at the time of sale or issuance, an aggregate "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the Notes to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes).

The following exceptions apply as to the Issuer's replacement intention. The Notes are not required to be replaced:

(i) if the rating assigned by S&P to the Issuer is the same as or higher than the long-term corporate credit rating assigned to the Issuer on the date when the most recent additional hybrid security was issued (excluding refinancings without net new issuance) and the Issuer is comfortable that such rating would not fall below this level as a result of such redemption or repurchase, or

(ii) in the case of repurchase or redemption of the Notes taken together with other repurchases or redemptions of hybrid securities of the Issuer (as the case may be) which are less than (x) 10 per cent. of the aggregate principal amount of the Issuer's outstanding hybrid securities in any period of 12 consecutive months or (y) 25 per cent. of the aggregate principal amount of the Issuer's outstanding hybrid securities in any period of 10 consecutive years provided that in each case such repurchase or redemption has no materially negative effect on the Issuer's credit profile, or

(iii) if the Notes are redeemed: (i) pursuant to a Rating Event, a Tax Deductibility Event, a Gross-Up Event, or (ii) in case of a Minimum Outstanding Aggregate Principal Amount, or

(iv) if the Notes are not assigned any category (not even minimal, except where minimal results due to effective remaining maturity) of "equity credit" (or such similar nomenclature then used by S&P at the time of such redemption or repurchase), or

(v) if such redemption or repurchase occurs on or after 13 December 2049.

*The replacement intention of the Issuer, including during the period of five years following the Interest Commencement Date, shall not apply for repurchases of Notes with an aggregate amount up to the S&P Excess Amount. "**S&P Excess Amount**" means the aggregate principal amount of outstanding hybrid capital of the Issuer exceeding the maximum aggregate principal amount of hybrid capital for which S&P under its then prevailing methodology would recognize equity credit from time to time based on the Issuer's adjusted total capitalization.*

USE OF PROCEEDS

The net proceeds from the issue and sale of the Notes will amount to approximately EUR 744,495,000.

The Issuer intends to use the net proceeds for general corporate purposes including the refinancing of the existing EUR 1,000,000,000 Subordinated Resettable Fixed Rate Notes (amount outstanding EUR 411,500,000) due 2079 callable as from 12 February 2025.

DESCRIPTION OF THE ISSUER AND THE BAYER GROUP

General Information on Bayer AG

Incorporation, Corporate Seat, History

Bayer AG was established on 19 December 1951 under the name "Farbenfabriken Bayer Aktiengesellschaft". It was registered under German law in the commercial register at the local court of Opladen (today the local court of Cologne) under the number HRB 1122 (today, at the local court of Cologne, under the number HRB 48248). Its legal name was changed to "Bayer Aktiengesellschaft" by resolution of the Meeting of the Stockholders on 14 June 1972. The Issuer operates under the commercial name "Bayer".

Bayer AG operates under the laws of the Federal Republic of Germany.

The registered office of Bayer AG is at Kaiser-Wilhelm-Allee 1, 51373 Leverkusen, Germany, telephone number: +49 214 30-1.

The official website of Bayer AG can be found at: https://www.bayer.com/. The information on the website does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus.

The legal entity identifier (LEI) of Bayer AG is 549300J4U55H3WP1XT59.

Corporate Objectives

According to its Articles of Incorporation (paragraph 2), the object of Bayer AG is manufacturing, marketing and other industrial activities or the provision of services in the fields of health care and agriculture. The Issuer may also perform these activities in the fields of polymers and chemicals.

Financial Year

Bayer AG's financial year is the calendar year.

Auditors

The independent auditor of Bayer Group is Deloitte GmbH Wirtschaftsprüfungsgesellschaft, Rosenheimer Platz 4, 81669 Munich, Germany ("**Deloitte**"), member of Wirtschaftsprüferkammer Berlin. Deloitte has audited the German version of the consolidated financial statements of the Bayer Group as of and for the fiscal years ended 31 December 2023 and 2022 and has issued an unqualified auditor's report in each case.

Corporate Structure

As the parent company of the Bayer Group, Bayer AG – represented by its Board of Management – performs the principal management functions for the entire Bayer Group. This mainly comprises the Group's strategic alignment, resource allocation, and the management of financial affairs and managerial staff, along with the management of the Group-wide operational business of the Crop Science, Pharmaceuticals and Consumer Health divisions. The enabling functions support the operational business.

As of 30 June 2024, the Bayer Group comprised 310 consolidated companies in approximately 80 countries.

Share Capital and Major Shareholders

Under Bayer AG's Articles of Incorporation, each of Bayer AG's shares represents one vote. Major shareholders do not have different voting rights. As of 30 June 2024, there were 982,424,082 shares outstanding and fully paid up.

The shares in Bayer AG are listed on the regulated market of the Frankfurt Stock Exchange and the subsegment of the regulated market with further post-admission duties (*Prime Standard*). The shares in Bayer AG are a component of the DAX, the index of the 40 largest listed German companies in terms of order book volume and market capitalization.

Bayer AG has not been notified by any shareholder that it is holding 10 per cent. or more of the share capital in the Issuer.

***Ratings*[3]**

The following ratings have been assigned to Bayer:

Agency	Long-Term Rating	Short-Term Rating	Outlook
Moody's Deutschland GmbH ("**Moody's**")[4]	Baa2	P2	negative
S&P Global Ratings Europe Limited ("**S&P**")[5]	BBB	A2	stable
Fitch Ratings Ireland Limited ("**Fitch**")[6]	BBB	F2	stable

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.

Business Overview

Principal activities of the Bayer Group

Bayer is a life science company, active in the fields of health and nutrition. The Issuer believes that its innovative products support efforts to overcome the major challenges presented by a growing and aging global population. The Issuer believes that it helps to prevent, alleviate and treat diseases, empowers people to take better care of their own health needs, and also plays a part in ensuring that enough agricultural products are produced while respecting the planet's natural resources. In the assessment of the Issuer, its activities are systematically guided by its mission: "Health for all, hunger for none".

Group Strategy and Principal Markets

Bayer sees a growing and aging world population and the increasing strain on nature's ecosystems among the major challenges facing humanity. With businesses in the fields of health and nutrition, Bayer sees itself to play a key role in devising solutions to tackle these challenges.

Bayer relies on innovation to drive the digitalization of its business processes and is active in regulated and profitable businesses that are driven by innovation and in which Bayer has the objective to grow ahead of the competition. At the same time, Bayer works on optimizing its resource allocation and cost base. In the assessment of Bayer growth and

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3 Credit ratings included or referred to in this Prospectus have been issued by Moody's, S&P and Fitch which are established in the European Union and 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 (the "**CRA Regulation**"). A list of credit rating agencies registered under the CRA Regulation is available for viewing at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk.

4 Moody's defines "Baa2" as follows: "Obligations rated 'Baa' are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. Moody's appends numerical modifiers 1,2 and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category." Issuers rated Prime-2 (P2) have a strong ability to repay short-term obligations.

5 S&P defines "BBB" as follows: "An obligor rated 'BBB' has adequate capacity to meet its financial commitments. However, adverse economic conditions or suddenly changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments. Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories." An obligor rated 'A2' is susceptible to adverse economic conditions however the obligor's capacity to meet its financial commitment on the obligation is satisfactory.

6 Fitch defines "BBB" as follows: "'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. The modifier +/- indicates relative differences of probability of default or recovery for issues." 'F2' indicates a good capacity for timely payment of financial commitments relative to other issuers or obligations in the same country or monetary union. However, the margin of safety is not as great as in the case of the higher ratings.

sustainability always go hand in hand. Bayer believes that its businesses make a significant contribution to achieving the United Nation's Sustainable Development Goals (SDGs).

Bayer's strategy is subject to regular review to ensure adjustments can be made to reflect changes that arise across the economic and political landscape. Bayer is currently working on the introduction of a new operating model, the Dynamic Shared Ownership (DSO) model. The DSO model envisages that Bayer's employees work in small, self-managed teams that are focused on a customer or a product. Activities are prioritized on the basis of their contribution to Bayer's mission, and progress is measured in short, 90-day cycles, allowing for greater agility. It also aims to enable Bayer to eliminate coordination work and reduce management layers.

Bayer's subsidiaries and affiliates around the world are grouped into four regions:

- Europe / Middle East / Africa
- North America
- Asia / Pacific
- Latin America

The Group's total sales in fiscal year 2023 based on customer location, were as follows: 29.6 per cent. in Europe / Middle East / Africa; 34.1 per cent. in North America; 17.6 per cent. in Asia / Pacific; and 18.7 per cent. in Latin America.

Divisions

The structure of the Bayer Group comprises three divisions:

- Crop Science
- Pharmaceuticals
- Consumer Health

The enabling functions serve as Group-wide competence centers and bundle business support processes and services for the divisions.

Crop Science

In the assessment of the Issuer, Crop Science is the world's leading agriculture enterprise by sales, with businesses in crop protection, seeds and traits. Crop Science offers a broad portfolio of high-value seeds, improved plant traits, innovative chemical and biological crop protection products, digital solutions and extensive customer service for sustainable agriculture. It markets these products primarily via wholesalers and retailers or directly to farmers. Most of Bayer's crop protection products are manufactured at the division's own production sites. Numerous decentralized formulation and filling sites enable Bayer to respond quickly to the needs of local markets. The breeding, propagation, production and / or processing of seeds, including seed dressing, take place at locations close to the customers, either at Bayer's own facilities or under contract.

Pharmaceuticals

Pharmaceuticals concentrates on prescription products, especially for cardiology and women's healthcare, and on specialty therapeutics focused on the areas of oncology, hematology, ophthalmology and, in the medium term, cell and gene therapy. In the area of cell and gene therapy, the division Pharmaceuticals operates a strategic unit spanning the entire value creation chain – from research and development to marketing and patients. The division also comprises the radiology business, which markets diagnostic imaging equipment and digital solutions together with the necessary contrast agents. Bayer's portfolio includes a range of key products that are among the world's leading pharmaceuticals for their indications by sales, for example in the areas of cardiology, women's healthcare, ophthalmology and radiology. The prescription products of the Pharmaceuticals Division are primarily distributed through wholesalers, pharmacies and hospitals.

Consumer Health

In the assessment of the Issuer, Consumer Health is a leading supplier of nonprescription (OTC = over-the-counter) medicines for self-medication and self-care in terms of sales. The portfolio comprises the categories nutritional supplements, allergy, cough & cold, dermatology, pain and cardiovascular risk prevention, and digestive health. The products are generally sold by pharmacies and pharmacy chains, supermarkets, online retailers and other large and small retailers.

Material Contracts

Syndicated Credit Facility

Bayer AG and its U.S. subsidiary Bayer Corporation are party to a EUR 4.5 billion syndicated facility agreement. The facility is available until December 2025 and is, as of the date of this Prospectus, undrawn. The participating banks are entitled to terminate the credit facility in the event of a change of control at Bayer and demand repayment of any loans that may have been granted under this facility up to that time.

Subordinated Bonds

As of 30 June 2024, subordinated bonds with an aggregate nominal amount of EUR 4.9 billion were outstanding. The subordinated bonds were issued by Bayer AG. On 1 July 2024, subordinated bonds with a nominal amount of EUR 700 million were redeemed.

Governmental, Legal, Tax and Arbitration Proceedings

As a global company with extensive business activities, the Bayer Group is exposed to numerous legal risks, particularly in the areas of product liability, competition and antitrust law, anticorruption, patent disputes, tax assessments and environmental matters. The outcome of any current or future proceedings cannot normally be predicted. It is therefore possible that legal or regulatory judgments or future settlements could give rise to expenses that are not covered, or not fully covered, by insurers' compensation payments and could significantly affect the Issuer's sales and earnings. The legal proceedings referred to below do not represent an exhaustive list of all legal proceedings, but such legal proceedings the Issuer currently considers to be material.

Product-related litigation

<u>Essure™:</u> In the United States, a large number of lawsuits by users of Essure™, a medical device offering permanent birth control with a nonsurgical procedure, have been served upon Bayer. Plaintiffs allege personal injuries from the use of Essure™, including hysterectomy, perforation, pain, bleeding, weight gain, nickel sensitivity, depression and unwanted pregnancy, and seek compensatory and punitive damages.

Almost all of the U.S. claims have been settled. The remaining provision for settlements and legal fees amounts to approximately US$57 million (approximately EUR 52 million) as of 30 June 2024. At the same time, the Issuer continues to support the safety and efficacy of the Essure™ device and are prepared to vigorously defend it in litigation where no amicable resolution can be achieved.

As of 15 August 2024, two Canadian lawsuits relating to Essure™ seeking class action certification had been served upon Bayer. One of the proposed class actions has been certified. In addition, approximately 170 single-plaintiff claims have been served upon Bayer. Bayer believes it has meritorious defenses and intends to defend itself vigorously.

Class actions over neonicotinoids in Canada: Proposed class actions against Bayer have been filed in Quebec and Ontario (Canada) concerning crop protection products containing the active substances imidacloprid and clothianidin (neonicotinoids). The plaintiffs are honey producers, who have filed a proposed nationwide class action in Ontario and a

Quebec-only class action in Quebec. The plaintiffs are claiming for compensatory damages and punitive damages and allege Bayer and another crop protection company were negligent in the design, development, marketing and sale of neonicotinoid pesticides. The proposed Ontario class action is in a very early procedural phase. In Quebec, a court certified a class proposed by plaintiffs in 2018. Bayer believes it has meritorious defenses and intends to defend itself vigorously.

Roundup™ (glyphosate): A large number of lawsuits from plaintiffs claiming to have been exposed to glyphosate-based products manufactured by Bayer's subsidiary Monsanto Company ("**Monsanto**") have been served upon Monsanto in the United States. Glyphosate is the active ingredient contained in a number of Monsanto's herbicides, including Roundup™-branded products. Plaintiffs allege personal injuries resulting from exposure to those products, including non-Hodgkin lymphoma (NHL) and multiple myeloma, and are seeking compensatory and punitive damages. The plaintiffs are claiming, inter alia, that the glyphosate-based herbicide products are defective and that Monsanto knew, or should have known, of the risks allegedly associated with such products and failed to adequately warn its users. Additional lawsuits are anticipated. The majority of plaintiffs have brought actions in state courts in Missouri and California.

As of 15 August 2024, Monsanto had reached settlements and/or was close to settling in a substantial number of claims. Of the approximately 175,000 claims in total, approximately 114,000 have been settled or are not eligible for various reasons.

As of 15 August 2024, there have been 23 Roundup™ trials concluded before both federal and state courts in California, Missouri, Oregon, Arkansas, Delaware and Pennsylvania. In fourteen of those trials, favorable outcomes were achieved on behalf of Monsanto, including eleven defense verdicts, one hung jury resulting in a mistrial, one directed verdict on behalf of Monsanto, and one dismissal of plaintiff"s claims with prejudice mid-trial. In the other nine trials, the plaintiffs were awarded compensatory damages and, in most cases, punitive damages. A few of these cases have been settled later, but in most cases Monsanto has filed post-trial motions or appealed the jury verdicts, or plans to do so. In Bayer's opinion, these verdicts are based on numerous evidentiary and legal errors, as well as unconstitutionally excessive damage awards. In July 2024, one of the eleven defense verdicts was overturned by the appellate court, and a re-trial may be scheduled. In August 2024, a judge in a trial in Cobb County, Georgia, declared a mistrial before opening statements began.

With regard to appeal cases, in August 2024, the Third Circuit Court of Appeals issued its ruling in the Schaffner case, unanimously holding that the state-based failure-to-warn claims in this case are expressly preempted by the FIFRA statute. This decision on federal preemption creates a circuit split with prior decisions of the Ninth (Hardeman case) and Eleventh (Carson case) Circuit and may lead to a review by the U.S. Supreme Court to settle this important issue of law. The Company is considering the impact of this ruling on other pending litigation and is going to present its arguments, as fully embraced by the Third Circuit, to the U.S. Supreme Court in due course.

As of 30 June 2024, Bayer's provision for the glyphosate litigation totaled US$6.3 billion (approximately EUR 5.7 billion). Bayer continues to believe there is no reason for safety concerns in connection with the products mentioned above.

As of 30 June 2024, a total of 33 Canadian lawsuits relating to Roundup™ had been served upon Bayer, including 11 seeking class action certifications.

Bayer believes it has meritorious defenses and intends to defend the safety of glyphosate and Bayer's glyphosate-based formulations vigorously.

Dicamba: In 2016, Bader Peach Farms filed a lawsuit against Monsanto and BASF SE ("**BASF**") in Missouri state court. Subsequently, lawsuits from approximately 250 plaintiffs were filed in both US state and federal courts in Missouri, Tennessee and Texas alleging crop damage claims against Monsanto, primarily for soybeans. The general claims are that off-target movement from the dicamba herbicide and/or the Xtend™ system has damaged non-dicamba-tolerant soybean and other crops. The Bader Peach Farms case was settled in 2022 without admission of liability.

Bayer continues to receive new dicamba-related claims that could be potential future lawsuits. The most significant of those was a claim by Frey Farms, which is a producer of watermelons, pumpkins and other vegetables. In April 2023, the parties entered into an agreement to resolve all of the claims of Frey Farms. With respect to all of the other dicamba cases except for Frey Farms and a small number of newly filed lawsuits and claims, Monsanto has entered into a mass tort settlement agreement. The settlement will provide for the payment of substantiated claims by soybean growers in crop years 2015 to 2020 who can demonstrate a yield loss due to the application of dicamba products to an Xtend™ crop. That portion of the settlement is capped at US$300 million. The settlement also provides for additional funds of up to US$100 million to pay for dicamba damage claims made by growers of other, non-soybean crops, as well as attorneys' fees, litigation costs, and settlement administration costs. The settlement claims administrator is currently in the process of determining claim eligibility and the amounts to be awarded to eligible claimants. Taking into account the payments already made, the remaining provision for settlements amounts to approximately US$66 million as of 30 June 2024.

Insurance against statutory product liability claims

In connection with the above-mentioned product-related litigations, Bayer is insured against statutory product liability claims to the extent customary in the respective industries and has, based on the information currently available, taken corresponding accounting measures. However, the accounting measures relating to, in particular, Essure™ and Roundup™ (glyphosate) claims exceed the available insurance coverage.

Patent disputes

Bollgard II RR Flex™/Intacta RR2 PRO™: In 2019, the Cotton Producers Association of the State of Mato Grosso (AMPA) in Brazil filed a patent invalidity action in federal court seeking to invalidate four of Bayer's patents covering Bollgard II RR Flex™, a cotton technology owned by Bayer. In 2020, the Brazilian patent office, in the court proceedings, acknowledged the validity of all four challenged patents. Two of the patents are also being challenged in administrative nullity proceedings before the Brazilian patent office. One of the patents, the promoter patent which expired in 2022, is also at issue in a patent invalidation action filed in Brazilian federal court by the Soybean Growers Association from the State of Mato Grosso (Aprosoja/MT) in 2017 regarding the Intacta RR2 PRO™ soybean technology. In addition to the patent invalidity claims, both lawsuits seek a refund of paid royalties. Both lawsuits were filed as collective actions and are proceeding before the same federal judge. Bayer's Intacta RR2 PRO™ soybean technology is presently protected by four patents.

In addition to the action filed in 2017 regarding the promoter patent, the Soybean Growers Association from the State of Mato Grosso (Aprosoja/MT) is also seeking a correction of the expiration dates of all three patents protecting Bayer's Intacta RR2 PRO™ soybean technology, including the now expired promoter patent, in a separate action claiming that the two other patents had already expired and is additionally seeking a corresponding refund of paid royalties and reduction of ongoing royalty payments. In 2021, the Brazilian federal court decided to grant the requests by further soybean grower associations and the Cotton Producers Association of the State of Mato Grosso (AMPA) to be admitted as co-plaintiffs to this lawsuit. One of the two patents, the promoter patent, also covers Bollgard II RR Flex™ and is at issue in the disputes with AMPA. Aprosoja/MT argues that the term of the patents had been determined unconstitutionally. In 2021, a decision by the Brazilian Supreme Court – that the term of patents previously determined to be a minimum of 10 years from the patent being granted is unconstitutional, and that this term shall instead be set at 20 years from the filing of the patent application – became final. This will apply retroactively to certain patents, thereby shortening their term. However, Bayer believes that neither Aprosoja/MT nor other associations are entitled to a refund of paid royalties or to a reduction of ongoing royalty payments.

MON 87429/MON 94313: In 2022, Corteva Agriscience LLC ("**Corteva**") filed a complaint in a US federal court against Bayer. Corteva alleges infringement of three patents held by Corteva by Bayer's herbicide tolerance technologies MON 87429 (corn) and MON 94313 (soybeans), respectively. However, Bayer asserts that its technologies do not infringe any valid patent claim of Corteva and that all three patents of Corteva are invalid.

Roundup Ready™ Soybean, Event GTS40-3-2: In October 2023, Bayer's subsidiaries Monsanto Company and Monsanto do Brasil were served with an action filed in the Brazilian Superior Court of Justice by the rural unions of Sertão, Passo Fundo and Santiago in the State of Rio Grande do Sul (RS). The action challenges a 2019 decision by the court that had confirmed the protection of Roundup Ready™ soybeans under Brazilian patent law independent from plant variety protection and denied claims for a refund of paid royalties.

Bayer believes it has meritorious defenses in the above patent disputes and intends to defend itself vigorously.

Further legal proceedings

BASF arbitration: In 2019, Bayer was served with a request for arbitration by BASF. BASF alleged indemnification claims under asset purchase agreements related to the divestment of certain Crop Science businesses to BASF. BASF alleged that particular cost items, including certain personnel costs, had not been appropriately disclosed and allocated to some of the divested businesses. In 2022, the arbitral tribunal dismissed BASF's claims in their entirety. In April 2023, the Higher Regional Court of Frankfurt am Main (Germany) rejected BASF's motion to set aside the award. However, the court found that the arbitral award was technically invalid because it did not comply with a German procedural rule regarding the signatures of the tribunal members. According to the court decision, the original arbitration proceedings had not yet come to an end and still had to be concluded by a valid arbitration award that fully complies with the procedural rules. In July 2024, the Federal Court of Justice overturned the decision of the Higher Regional Court of Frankfurt am Main and remanded the case back to the Higher Regional Court for a decision on the alleged grounds for annulment, ruling that the procedural rule regarding the signatures of the tribunal members had not been infringed.

Newark Bay environmental matters: In the United States, Bayer is a backup indemnitor for certain environmental liabilities in the Lower Passaic River and/or the Newark Bay Complex which are being satisfied by an unrelated company. Bayer is currently unable to determine the extent of its potential future liability for this matter.

Mine permit Idaho: In 2019, the United States Bureau of Land Management ("**BLM**") granted a permit to Bayer's subsidiary P4 Production, LLC, for a new phosphate mine in Idaho. Phosphorus is needed for glyphosate, which is contained in a number of Bayer's herbicides, including Roundup™ agricultural herbicides. In 2021, three non-governmental organizations challenged the permit in the United States District Court for the District of Idaho. P4 Production joined the proceeding as an intervenor. In June 2023, the court vacated the permit. Bayer has prepared a new mine permit application and is evaluating other phosphate ore mining opportunities. BLM has formally initiated its evaluation of P4´s application. The Issuer and the plaintiffs have appealed the court's decisions.

Asbestos: In many cases, plaintiffs allege that Bayer and co-defendants employed third parties on their sites in past decades without providing them with sufficient warnings or protection against the known dangers of asbestos. Additionally, a Bayer affiliate in the United States is the legal successor to companies that sold asbestos products until 1976. Union Carbide has agreed to indemnify Bayer for this liability. Similarly, Monsanto faces numerous claims based on exposure to asbestos at Monsanto premises without adequate warnings or protection and based on the manufacture and sale of asbestos-containing products. Bayer believes it has meritorious defenses and intends to defend itself vigorously.

PCBs: Bayer's subsidiary Monsanto has been named in lawsuits brought by various governmental entities in the United States claiming that Monsanto, Pharmacia and Solutia, collectively as a manufacturer of polychlorinated biphenyl ("**PCBs**"), should be responsible for a variety of damages due to PCBs in the environment, including bodies of water, regardless of how PCBs came to be located there. PCBs are chemicals that were widely used for various purposes until the manufacture of PCBs was prohibited by the Environmental Protection Agency in the United States in 1979.

In 2020, Bayer entered into a class settlement, valued at approximately US$650 million, to settle claims of approximately 2,500 municipal entities. In 2022, the court issued its final approval of the class settlement. There were approximately 84 opt-outs of the class settlement, approximately 60 of which have or had filed lawsuits: California cities, counties and municipalities (City of Los Angeles, County of San Mateo, County of Marin and County of Contra Costa), Illinois (City of Chicago, City of Evanston and City of East St. Louis), Washington (City of Seattle) and Wisconsin (City of Milwaukee). In July 2024, Bayer agreed, without admission of liability, to pay US$160 million to settle the lawsuit with the City of Seattle, US$35 million of which was devoted to PCB remediation.

Currently, there are six pending state attorney general cases: Delaware, Illinois, Maine, Maryland, New Jersey, and Vermont. Prior cases filed or threatened by Washington D.C., Washington, New Mexico, Ohio, Pennsylvania, New Hampshire, and Virginia were settled for a combined total of approximately US$456 million. Bayer also settled a pending matter with the State of Oregon for US$698 million, reflecting unique circumstances in that State.

The Vermont Attorney General case is different from the others in scope. In June 2023, the Vermont Attorney General filed suit in state court alleging claims for damages related to PCB contamination of the state's environment and its school buildings. The same month, a second and similar complaint (Addison Central School District) was filed in federal court (District of Vermont) by private lawyers representing 93 Vermont school districts alleging PCB contamination in school buildings. In addition, there is a pending case in Vermont on behalf of the Burlington School District and related personal injury claims (see below).

Monsanto also faces numerous lawsuits claiming personal injury due to use of and exposure to PCB products in school buildings. One group of cases with approximately 200 plaintiffs claims a wide variety of personal injuries allegedly due to PCBs in the building products of a school (Sky Valley Education Center) in King County, Washington. As of 15 August 2024, nine trials had been completed in these matters, involving a total of 65 plaintiffs. 20 of these plaintiffs were not successful as the juries decided in favor of Monsanto or a mistrial was declared after the jury was unable to reach a decision. The other 45 plaintiffs were awarded a total of approximately US$300 million in compensatory and a multiple thereof in punitive damages. The undisputed evidence in these cases does not, in Bayer's opinion, support the conclusions that plaintiffs were exposed to unsafe levels of PCBs or that any exposure could have caused their claimed injuries. Each of the adverse verdicts are in different stages of post-trial motions and appeal due to numerous significant trial errors. In May 2024, the Court of Appeals for the State of Washington handed down its opinion in the first of the Sky Valley Education Center (SVEC) personal injury cases to go to trial (Erickson et al.). The Court of Appeals reversed the lower-court decision and remanded the cases for further proceedings, eliminating the entirety of the compensatory and punitive damages in that case, based on multiple trial errors. Many of the identified errors should, in Bayer's opinion, carry through the other SVEC trials to date. The plaintiffs have appealed the decision to the Washington Supreme Court. All other SVEC appeals have been suspended until the Washington Supreme Court decides whether to take the case.

In September 2023, a putative class action lawsuit (Neddo) was filed in the District of Vermont by a mother on behalf of her three children who attended a local school. She alleges they are at increased risk of cancer from PCB exposure and seeks the cost of medical monitoring. The complaint identifies 26 allegedly contaminated schools, and the proposed class is defined as all individuals who attended or worked at one of the contaminated schools. There are also five pending personal injury cases related to the Burlington, Vermont high school.

There are additional personal injury cases stemming from non-school PCB exposure. In August 2023, nine cases were filed in Massachusetts state court involving 16 plaintiffs who allege various personal injuries from alleged exposure to PCBs in or near a former General Electric landfill. A personal injury and wrongful death action was filed by 169 current or former employees at Clark County Government Center in Nevada. These plaintiffs allege that PCBs contaminated the Center through prior operations by Union Pacific Railroad at the site. The Nevada action was dismissed by the court, and the plaintiffs have appealed. Lastly, there are four cases involving seven plaintiffs claiming injury due to exposure to PCBs near Monsanto's former Krummrich plant.

The Issuer believes that it also has meritorious defenses in these matters and intends to defend itself vigorously.

To recover costs associated with the PCB-related litigation, Bayer filed a complaint in August 2022 in the Circuit Court of St. Louis County for the State of Missouri to enforce its rights under certain indemnity contracts. Under these contracts, the companies who purchased PCBs for use in their products agreed to indemnify Monsanto for PCB-related litigation costs, including settlements.

Shareholder litigation concerning Monsanto acquisition: In Germany and the United States, investors have filed lawsuits claiming damages suffered due to the drop in Bayer AG's share price. Plaintiffs allege that Bayer AG's capital market communication in connection with the acquisition of Monsanto was flawed and that the information provided by Bayer on the risks, in particular regarding glyphosate product liability claims in the United States, was insufficient. In Germany, approximately 30 claims by approximately 340 plaintiffs had been filed and served upon Bayer as of 31 December 2023. Meanwhile, approximately 280 plaintiffs withdrew their claims, so that in Germany claims of approximately 55 plaintiffs remained as of 30 June 2024. In 2022, the Cologne Regional Court initiated a model case proceeding in accordance with the Capital Markets Model Case Act. This does not include a decision on the merits of the matter. In the parallel proceeding in the United States, the United States District Court for the Northern District of California, San Francisco Division, certified a class in May 2023. Bayer believes it has duly complied with its capital markets law obligations at all times in connection with the acquisition of Monsanto and its disclosures concerning glyphosate product liability claims and intends to defend itself vigorously against the claims in all shareholder lawsuits.

Management and Supervisory Bodies

In accordance with the German Stock Corporation Act (*Aktiengesetz*), Bayer AG has both a Board of Management (*Vorstand*) and a Supervisory Board (*Aufsichtsrat*). The Board of Management is responsible for the management of Bayer's business; the Supervisory Board supervises the Board of Management and appoints its members. The two boards are separate, and no individual may simultaneously be a member of both boards.

Board of Management

The following table shows the members of Bayer AG's Management Board, their responsibilities, the date of their initial appointment and their current term of office as of the date of this Prospectus.

Name	Area of Responsibility	Appointed	Term of Office
Bill Anderson	Chairman of the Board of Management (CEO), Chief Transformation Officer	1 April 2023	Current term expires 2026
Wolfgang Nickl	Member of the Board of Management and responsible for Finance (Chief Financial Officer) and for the region North America	26 April 2018	Current term expires 2025
Stefan Oelrich	Member of the Board of Management and Head of the Pharmaceuticals Division. Also responsible for the region Europe / Middle East	1 November 2018	Current term expires 2025
Heike Prinz	Member of the Board of Management, Chief Talent Officer, Labor Director	1 September 2023	Current term expires 2026
Rodrigo Santos	Member of the Board of Management and Head of the Crop Science Division. Also responsible for the region Latin America and Africa	1 January 2022	Current term expires 2028
Julio Triana	Member of the Board of Management and Head of the Consumer Health Division. Also responsible for the region Asia/Pacific	1 April 2024	Current term expires 2027

No member of the Management Board performs any principal activities outside the Group which are significant with respect to Bayer AG or the Bayer Group.

Supervisory Board

The following table shows the members of Bayer AG's Supervisory Board, their principal occupations, the year in which they were first elected or appointed and memberships they held as of the date of this Prospectus (unless otherwise indicated) on the supervisory boards of other companies or in comparable domestic and foreign controlling bodies.

Name	Position/ Responsibilities/ Education	First Elected	Memberships on other Supervisory Boards or in comparable domestic and foreign Controlling Bodies
Prof. Dr. Norbert Winkeljohann	Chairman of the Supervisory Board, Independent management consultant	2018	Deutsche Bank Aktiengesellschaft (Vice Chairman) Georgsmarienhütte Holding GmbH Sievert SE (Chairman) Bohnenkamp AG (Chairman)
Heike Hausfeld	Vice Chairwoman of the Supervisory Board, Chairwoman of the Bayer Central Works Council	2017	-
Dr. Paul Achleitner	Investor	2002	Henkel AG & Co. KGaA (Shareholders' Committee)
Horst Baier	Independent Consultant	2020	DIAKOVERE gGmbH Ecclesia Holding GmbH Whitbread PLC (Board of Directors)
André van Broich	Chairman of the Bayer Group Works Council and Chairman of the Works Council of the Dormagen site	2012	-
Ertharin Cousin	Independent Consultant	2019	Allwyn North America, Inc. (Board of Directors) Mondelez International, Inc. (Board of Directors)
Yasmin Fahimi	Chairwoman of the German Trade Union Confederation	2022	Telefónica Deutschland Holding AG Kreditanstalt für Wiederaufbau AöR (Board of Supervisory Directors)
Dr. Barbara Gansewendt	Chairwoman of the Bayer Group Executives' Committee, Chairwoman of the Executives' Committee of Bayer AG, Wuppertal	2022	-
Colleen A. Goggins	Independent Consultant	2017	The Toronto-Dominion Bank (Board of Directors) IQVIA Holdings Inc. (Board of Directors)
Francesco Grioli	Member of the Executive Main Board of the German Mining, Chemical and Energy Industrial Union	2022	Continental AG Gerresheimer AG (Vice Chairman)
Frank Löllgen	North Rhine District Secretary of the German Mining, Chemical and Energy Industrial Union	2015	Covestro AG Covestro Deutschland AG

Name	Position/ Responsibilities/ Education	First Elected	Memberships on other Supervisory Boards or in comparable domestic and foreign Controlling Bodies
Marianne Maehl	Chairwoman of the Works Council of the Frankfurt am Main site	2024	-
Kimberly Mathisen	Chief Executive Officer of HUB Ocean	2022	Aker BioMarine ASA (Board of Directors) Aker Horizons ASA (Board of Directors) Aize AS (Board of Directors)
Andrea Sacher	Vice Chairwoman of the Bayer Central Works Council and Chairwoman of the Works Council of the Berlin site	2020	-
Claudia Schade	Chairwoman of the Works Council of the Leverkusen site	2022	-
Lori Schechter	Independent Consultant	2024	-
Dr. Nancy Simonian	Independent Consultant	2024	Alltrna, Inc. (Board of Directors) Syros Pharmaceuticals, Inc. (Board of Directors)
Jeffrey Ubben	Founder, Portfolio Manager and Managing Partner at Inclusive Capital Partners, L.P.	2024	Arcadia Power, Inc. (Board of Directors) Climate Vault Solutions, Inc. (Board of Directors) Exxon Mobil Corporation (Board of Directors)
Alberto Weisser	Senior Consultant at Temasek International Pte. Ltd.	2021	Linde plc (Board of Directors) PepsiCo, Inc. (Board of Directors)
Michael Westmeier	Chairman of the Works Council of Bayer Vital GmbH, Vice Chairman of the Bayer Group Works Council	2022	Bayer Vital GmbH

The business address of each member of the Board of Management and the Supervisory Board is Bayer Aktiengesellschaft, Kaiser-Wilhelm-Allee 1, 51373 Leverkusen, Germany.

Conflicts of Interest

There are no potential conflicts of interest between any duties of the members of the Board of Management or the Supervisory Board toward Bayer and their respective private interests and/or other duties.

Selected Financial Information

This selected financial information has been extracted or derived from the audited consolidated financial statements of the Bayer Group as of and for the years ended 31 December 2023 and 2022 (the "**Audited Financial Statements**") and the condensed consolidated interim financial statements as of and for the six-month period ended 30 June 2024 (the "**Interim Financial Statements**") or from the Issuer's internal or external accounting records. The Audited Financial Statements have been prepared according to IFRS issued by the International Accounting Standards Board (IASB), London, and the interpretations of the IFRS Interpretations Committee, both as endorsed by the EU and in effect at the end of the respective reporting periods and the additional requirements of German commercial law pursuant to Section 315e (1) German Commercial Code (*Handelsgesetzbuch* – HGB). The Interim Financial Statements have been prepared in accordance with the International Accounting Standard (IAS) 34 'Interim Financial Reporting'.

Where financial information in the following tables is labeled "audited", this means that it has been taken from the Audited Financial Statements of the Bayer Group as of and for the fiscal years ended 31 December 2023 and 2022. The financial information marked as "unaudited" is extracted from the Group's Interim Financial Statements or the Group's accounting records or the internal reporting systems or has been calculated on the basis of figures extracted from the above-mentioned sources.

	Six-months ended 30 June		**Financial year ended 31 December**	
	2024	**2023**	**2023**	**2022**
(amounts in EUR million)	*(unaudited)*		*(audited)*	
Net Sales	24,909	25,433	47,637	50,739
Net income	1,966	291	-2,941	4,150
Net cash provided by (used in) operating activities	260	-3,066	5,117	7,093
Net cash provided by (used in) investing activities	-2,300	505	-3,517	-2,381
Net cash provided by (used in) financing activities	-15	1,934	-679	-4,220

	As of 30 June	**As of 31 December**	
	2024	**2023**	**2022**
(amounts in EUR million)	*(unaudited)*	*(audited)*	
Total assets	119,859	116,259	124,877
Equity	35,847	33,078	38,926

Alternative Performance Measures

This Prospectus contains Alternative Performance Measures and ratios which are not required by, or presented in accordance with, IFRS or the accounting standards of any other jurisdiction. The Alternative Performance Measures may not be comparable to other similarly titled measures of other companies and should be considered together with Bayer Group's IFRS results. The Issuer has provided these Alternative Performance Measures because it believes they provide investors with additional information to assess the operating performance financial position and cash flows of Bayer Group's business activities. These Alternative Performance Measures have limitations as analytical tools and should not be considered in isolation or as substitutes for the analysis of the operating performance, financial position or cash flows reported under IFRS.

EBIT, EBITDA and EBITDA before special items

"**EBIT**" (earnings before interest and taxes) serves to present a company's performance while eliminating the effects of differences between local taxation systems and different financing activities.

"**EBITDA**" (earnings before interest, taxes, depreciation and amortization) encompasses earnings before the financial result, taxes, depreciation and impairment losses / loss reversals on property, plant and equipment, impairment losses on goodwill, and amortization and impairment losses / loss reversals on other intangible assets. This performance indicator neutralizes the effects of the financial result along with distortions of operational performance that result from divergent depreciation and amortization methods and the exercise of measurement discretion. EBITDA is EBIT plus the amortization of intangible assets and the depreciation of property, plant and equipment, plus impairment losses and minus impairment loss reversals, recognized in profit or loss during the reporting period.

"**EBITDA before special items**" shows the development of the operational business irrespective of the effects of special items, i.e. special effects for the Bayer Group with regard to their nature and magnitude. These may include acquisition costs, divestments, litigations, restructuring, integration costs, impairment losses and impairment loss reversals. In the calculation of EBITDA before special items, special charges are added, and special gains subtracted.

	Six-months ended 30 June		**Financial year ended 31 December**	
	2024	**2023**	**2023**	**2022**
(amounts in EUR million)	*(unaudited)*		*(audited, unless otherwise indicated)*	
Income before income taxes	2,494	1,032	-1,621	4,670
Financial result	-1,123	-985	-2,233	-2,342
EBIT	**3,617**	**2,017**	**612**	**7,012**
Depreciation, amortization and impairment losses / loss reversals	-2,255	-4,632	-10,020	-6,503
EBITDA(1)	5,872	6,649	**10,632**	**13,515**
Special items(1)	-651	-349	-1,074	2
EBITDA before special items	6,523	**6,998**	**11,706**	**13,513**

(1) Unaudited.

Free Cash Flow

"**Free Cash Flow**" (FCF) is an alternative performance measure that is based on the cash flow from operating activities under IAS 7. FCF illustrates the cash flows available for paying dividends and reducing debt as well as for investing in innovation and acquisitions. It is calculated by subtracting cash outflows for additions to property, plant and equipment

("**PPE**") and intangible assets from the net cash provided by (used in) operating activities, adding interest and dividends received along with interest received from interest rate swaps, and deducting interest paid including interest rate swaps.

	Six-months ended 30 June		Financial year ended 31 December	
	2024	**2023**	**2023**	**2022**
(amounts in EUR million)	*(unaudited)*		*(audited unless otherwise indicated)*	
Net cash provided by (used in) operating activities	260	-3,066	5,117	7,093
Cash outflow for additions to PPE and intangible assets	-1,074	-1,072	-2,751	-2,949
Interest and dividends received	255	162	451	218
Interest paid including interest rate swaps	-799	-605	-1,537	-1,296
Interest received from interest rate swaps	5	6	31	45
Free Cash Flow[1]	-1,353	-4,575	**1,311**	**3,111**

(1) Unaudited.

Net Financial Debt

"**Net Financial Debt**" is an important financial management indicator for the Bayer Group and is used both internally and externally in assessing its liquidity, capital structure and financial flexibility.

	As of 30 June	As of 31 December	
	2024	**2023**	**2022**
(amounts in EUR million)	*(unaudited)*	*(audited, unless otherwise indicated)*	
Bonds and notes	41,794	40,852	36,602
Liabilities to banks[1]	1,577	784	3,484
Lease liabilities	1,247	1,238	1,234
Liabilities from derivatives[2]	89	217	190
Other financial liabilities	1,871	1,915	142
Receivables from derivatives[2][3]	-179	-39	-61
Financial debt [3]	**46,399**	**44,967**	**41,591**
Cash and cash equivalents	-3,888	-5,907	-5,171
Current financial assets[3][4]	-5,751	-4,562	-4,611
Net Financial Debt[3]	**36,760**	**34,498**	**31,809**

(1) Including both financial and nonfinancial liabilities.

(2) Including the market values of interest rate and currency hedges of recorded transactions.

(3) Unaudited.

(4) Including short-term receivables with maturities between 3 and 12 months outstanding from banks and other companies as well as financial investments in debt and equity instruments that were recorded as current on first-time recognition.

Leverage Ratio

The "**Leverage Ratio**" illustrates the ratio between Bayer Group's indebtedness and its earnings.

The Leverage Ratio is calculated as follows:

$$\frac{\text{Net Financial Debt } \textit{plus} \text{ Provisions for pensions and other post-employment benefits } \textit{less} \text{ 50\% of the outstanding nominal amount of the Group's subordinated bonds}}{\text{EBITDA before special items for the relevant period}}$$

As of December 31, 2023, the Leverage Ratio of Bayer was 3.1x (December 31, 2022: 2.5x).

Funding

Bayer AG issued senior bonds with a total volume of EUR 3.0 billion in May 2023. The proceeds were used for general corporate funding purposes.

In September 2023, Bayer AG issued subordinated bonds with a total volume of EUR 1.75 billion. The proceeds were used for general corporate purposes, including financing the partial early repayment of the EUR 1.5 billion subordinated bond that is callable on 1 July 2024 and the EUR 1.0 billion subordinated bond that is callable as of 12 February 2025. The partial repayment took place in September 2023.

In November 2023, Bayer US Finance LLC, an indirect wholly owned subsidiary of Bayer AG, issued senior bonds with a total volume of USD 5.75 billion. These bonds are guaranteed by Bayer AG. The proceeds were used for general corporate purposes which includes on-lending the proceeds to U.S. affiliates by means of intragroup loans.

In June 2024, Bayer AG placed senior bonds on the Chinese capital market. The issuance had a volume of CNY 2 billion (approximately EUR 256 million). The proceeds were used for general corporate purposes.

Description of the expected financing of the Issuer's activities

The financial management of the Bayer Group is conducted centrally. Capital is a global resource, generally procured centrally and distributed within the Bayer Group. The foremost objective of Bayer's financial management is to ensure the Group's liquidity and creditworthiness.

Sustainable cash inflows from operating activities provide the basis to redeem upcoming debt maturities. Nevertheless, if external funding is still necessary, Bayer pursues what it considers to be a prudent debt management strategy to ensure flexibility, drawing on a balanced and diversified financing portfolio. This is fundamentally based on bonds in various currencies, syndicated credit facilities, bilateral loan agreements and a global commercial paper programme.

Bayer acquires capital in line with its target liability structure and aims for a well-balanced maturity profile and a diversified investor base. This approach is intended to ensure an optimization in cost of capital and to limit potential refinancing risk.

Trend Information and Significant Changes in Financial Position or Financial Performance

There has been no material adverse change in the prospects of the Issuer since 31 December 2023, the date of its last published audited financial statements.

There has been no significant change in the financial position or in the financial performance of the Issuer and Bayer Group since 30 June 2024, the end of the last financial period for which financial information has been published.

Recent Events

There have been no recent events which are to a material extent relevant to the evaluation of the Issuer's solvency.

TAXATION

The following is a general overview of certain tax considerations relating to the purchasing, holding and disposing of Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Noteholder. The discussions that follow for each jurisdiction are based upon the applicable laws in force and their interpretation on the date of this Prospectus. These tax laws and interpretations are subject to change that may occur after such date, even with retroactive effect.

The information contained in this section is limited to taxation issues and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Prospective Noteholders should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing the Notes, including the application and effect of any federal, state or local taxes, under the tax laws of Germany, the Grand Duchy of Luxembourg and each country of which they are residents or citizens.

Germany

The following general overview does not consider all aspects of income taxation in Germany that may be relevant to a Noteholder in the light of the Noteholder's particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

Tax resident Noteholders

The section "*Tax resident Noteholders*" refers to persons who are tax residents of Germany (i.e. persons whose residence, habitual abode, statutory seat, or place of effective management is located in Germany).

Withholding tax (Kapitalertragsteuer) on interest payments and capital gains

Interest payments received by an individual Noteholder will be subject to German withholding tax if the Notes are kept or administrated in a custodial account with a German branch of a German or non-German credit institution (*Kreditinstitut*) or financial services institution (*Finanzdienstleistungsinstitut*) or a German securities institution (*Wertpapierinstitut*) (each a "**Disbursing Agent**", *auszahlende Stelle*). The flat income tax rate is 25% (plus a 5.5% solidarity surcharge (*Solidaritätszuschlag*) thereon, the total withholding being 26.375%). An electronic information system for withholding of church tax (*Kirchensteuer*) will apply to individuals subject to church tax in relation to investment income, with the effect that church tax will be collected by the 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 which case the investor will be assessed to church tax. Church tax is not collected by way of withholding if the investment income is part of the income from agriculture and forestry, trade or business, self-employment or letting and leasing.

The same treatment applies to capital gains (i.e., the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the costs of acquisition) derived by an individual Noteholder provided the Notes have been held in a custodial account with a Disbursing Agent since the time of their acquisition. If Notes held or administrated in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where Notes are acquired and/or sold or redeemed 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.

To the extent the Notes have not been kept in a custodial account with a Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375% (including solidarity surcharge, plus church tax, if applicable) on 30% of the disposal or redemption proceeds (plus interest accrued on the Notes ("**Accrued Interest**", *Stückzinsen*), if any), unless the investor or the previous depository bank was able and allowed to prove evidence for the investor's actual acquisition costs to the Disbursing Agent.

In computing any German tax to be withheld, the Disbursing Agent may generally deduct from the basis of the withholding tax negative investment income realized by the individual Noteholders via the Disbursing Agent (e.g. losses from the sale of other securities with the exception of shares). The Disbursing Agent may also deduct Accrued Interest on the Notes or other securities paid separately upon the acquisition of the respective security via the Disbursing Agent. In addition, subject to certain requirements and restrictions, the Disbursing Agent may credit foreign withholding taxes levied on investment income in a given year regarding securities held by the individual Noteholder in the custodial account with the Disbursing Agent.

Individual Noteholders may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 1,000 (EUR 2,000 for jointly assessed individual Noteholders) for all investment income received in a given year. Upon the individual Noteholder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Noteholder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

If Notes are kept or administrated in a custodial account with a Disbursing Agent, German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Notes held by a corporation as Noteholder while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). With regard to gains from the disposal, repayment or assignment of Notes held by an individual Noteholder, a business partnership or through the permanent establishment of a non-resident taxpayer, the same may apply upon application where the Notes form part of a trade or business.

The Issuer is, as a rule, not obliged under German law to withhold any withholding tax on interest payments and upon the sale or redemption of the Notes.

Taxation of current income and capital gains

The personal income tax liability of an individual Noteholder deriving income from capital investments under the Notes is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as if the Notes are kept in custody abroad or if no Disbursing Agent is involved in the payment process, the individual Noteholder must report his or her income and capital gains derived from the Notes on his or her tax return and will then also be taxed at a rate of 25% (plus a solidarity surcharge and church tax thereon, if applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30% of the disposal proceeds (rather than from the actual gain), an individual Noteholder may and, in case the actual gain is higher than 30% of the disposal proceeds, must also apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual Noteholder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemized basis is not permitted.

Capital losses from the disposal, redemption, repayment or assignment of the Notes held as private assets should generally be tax-recognized irrespective of the holding period of the Notes. The losses may, however, not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Losses not utilised in one year may be carried forward into subsequent years but may not be carried back into preceding years.

Losses from the Notes resulting from (i) a bad debt loss (*Uneinbringlichkeit einer Forderung*), from (ii) a derecognition (*Ausbuchung*) of worthless Notes, from (iii) a transfer (*Übertragung*) of worthless Notes or from (iv) any other shortfall (*sonstigen Ausfall*) of Notes can only be set off up to EUR 20,000 against other investment income. Such losses exceeding EUR 20,000 can be carried forward and set off up to EUR 20,000 in later tax assessment periods, subject to certain requirements. Any tax deductible losses in accordance with the foregoing will not be considered for withholding tax purposes by the German Disbursing Agent, but need to be claimed by a Noteholder by way of tax assessment.

The solidarity surcharge shall only be levied for wage tax and income tax purposes if the individual income tax of the individual investor exceeds the threshold of EUR 18,130 (EUR 36,260 for jointly assessed Noteholders) as of the assessment period 2024. It is intended to increase this threshold to EUR 19,950 (EUR 39,900 for jointly assessed Noteholders) as of the assessment period 2025 and to EUR 20,350 (EUR 40,700 for jointly assessed Noteholders) as of the assessment period 2026. The solidarity surcharge shall however continue to be applicable for withholding tax, flat tax and corporate income tax purposes irrespective of the relevant income. If, in the case of flat tax, the income tax burden for an individual investor is lower than the flat tax of 25%, the individual investor can apply for its capital investment income being assessed at its individual progressive rates (see above) in which case solidarity surcharge would be refunded.

Where Notes form part of a trade or business, the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Notes form part of a trade or business, interest (accrued) must be taken into account as income. The Noteholder will have to report income and related (business) expenses in the tax return and the balance will be taxed at the Noteholder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the Noteholder. Where Notes form part of a German trade or business, the current income and gains from the disposal, redemption, repayment or assignment of the Notes are, in principle, also be subject to German trade tax (*Gewerbesteuer*).

Non-resident Noteholders

Interest, including Accrued Interest, and capital gains are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Noteholder or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above under "*Tax resident Noteholders*" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

Interest paid under a financing relationship (*Finanzierungsbeziehung*) is, in principle, also subject to German taxation if the financing relationship is entered into between German resident debtors and creditors which are resident in a non-cooperative tax jurisdiction (*nicht kooperatives Steuerhoheitsgebiet*) within the meaning of the German Act to Prevent Tax Evasion and Unfair Tax Competition dated 25 June 2021 (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb – Steueroasen-Abwehrgesetz*, "**StAbwG**") as amended or replaced from time to time (including the Legal Ordinance on the Application of Section 3 StAbwG (*Verordnung zur Durchführung des § 3 des Steueroasen-Abwehrgesetzes – Steueroasen-Abwehrverordnung*) enacted on the StAbwG and as amended or replaced from time to time).

Bearer bonds (*Inhaberschuldverschreibungen*), however, which are represented by global notes (*Globalurkunde*) kept in collective custody (*Girosammelverwahrung*) with a central securities depositary (*Zentralverwahrer*) and comparable debt instruments (*vergleichbare Schuldtitel*) tradable (*handelbar*) on a recognized exchange (*anerkannte Börse*) within the meaning of sec. 138 para. 2 sent. 1 no. 3 lit. b) sent. 2 of the German General Fiscal Code (*Abgabenordnung*, "**AO**") do not qualify as a financing relationship and are, therefore, excluded from the scope of the StAbwG (sec. 10 para. 1 sent. 1 no. 1 sent. 2 StAbwG). Since the Notes are represented by Global Notes kept in custody and admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a recognized exchange within the meaning above), the StAbwG should not be applicable to interest paid under the Notes.

Substitution of the Issuer

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the Substitute Debtor and subject to similar taxation rules like the Notes. In particular, such a substitution could result in the recognition of a taxable gain or loss for any Noteholders.

Inheritance and gift tax

The transfer of the Notes to another person by way of gift or inheritance may be subject to German gift or inheritance tax, respectively, if, *inter alia*,

(i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in the case of a corporation, association (*Personenvereinigung*) or estate (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of the Notes, or

(ii) except as provided under (i), the testator's or donor's Notes belong to business assets attributable to a permanent establishment or a permanent representative in Germany.

Special regulations may apply to certain German expatriates.

Other taxes

No stamp, issue, value added, capital transfer or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution as well as the purchase, sale or other disposal of the Notes. However, under certain circumstances entrepreneurs may choose liability to German value added tax (*Umsatzsteuer*) with regard to the sale of the Notes to other entrepreneurs which would otherwise be tax exempt. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax. However, it is still unclear if, when and in what form such tax will be introduced.

SUBSCRIPTION AND SALE OF THE NOTES

General

Pursuant to a subscription agreement dated 11 September 2024 (the "**Subscription Agreement**") among the Issuer and the Joint Bookrunners, the Issuer has agreed to sell to the Joint Bookrunners, and the Joint Bookrunners have agreed, subject to certain customary closing conditions, to purchase, the Notes on 13 September 2024. The Issuer has furthermore agreed to pay certain fees to the Joint Bookrunners and to reimburse the Joint Bookrunners for certain expenses incurred in connection with the issue of the Notes.

The Subscription Agreement provides that the Joint Bookrunners under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities in connection with the offer and sale of the Notes.

Certain of the Joint Bookrunners and their respective affiliates may be customers of, borrowers from or creditors of the Bayer AG and its affiliates. Proceeds of the issuance of the Notes may be used to repay a portion or all of the loan financing from such creditors. In addition, certain Joint Bookrunners and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, Bayer AG and its affiliates in the ordinary course of business. In particular, in the ordinary course of their business activities, the Joint Bookrunners and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of Bayer AG or its affiliates. Certain of the Joint Bookrunners or their respective affiliates that have a lending relationship with Bayer AG routinely hedge their credit exposure to Bayer AG consistent with their customary risk management policies. Typically, such Joint Bookrunners and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued. Any such positions could adversely affect future trading prices of the Notes. The Joint Bookrunners and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, that are material to the issue.

Selling Restrictions

General

Each Joint Bookrunner has acknowledged that other than explicitly mentioned in this Prospectus no action is taken or will be taken by the Issuer in any jurisdiction that would permit a public offering of the Notes, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Joint Bookrunner has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material relating to them.

Prohibition of Sales to EEA Retail Investors

Each Joint Bookrunner has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II (as amended); or

(ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Joint Bookrunner has represented, warranted and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

United States of America and its territories

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes 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 U.S. person, except in certain transactions permitted by the U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Joint Bookrunner has represented and agreed that except as permitted by the Subscription Agreement, it has not offered, sold or delivered and will not offer, sell or deliver any Notes (i) as part of their distribution and any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, or for the account or benefit of, U.S. persons, and will have sent to each dealer to which it sells the Notes and any related guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

In addition, each Joint Bookrunner has represented and agreed:

(a) except to the extent permitted under U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986 (the "**Code**")) (the "**TEFRA D Rules**"), (i) it has not offered or sold, and during a 40-day restricted period it will not offer or sell, the Notes to a person who is within the United States or its possessions or to a U.S. person, and (ii) it has not delivered, and it will not deliver, within the United States or its possessions definitive Notes that are sold during the restricted period;

(b) it has, and throughout the restricted period it will have in effect, procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling the Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a U.S. person, except as permitted by the TEFRA D Rules;

(c) if it is a U.S. person, it is acquiring the Notes for purposes of resale in connection with their original issue and if it retains the Notes for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation §1.163-5(c)(2)(i)(D)(6) (or any successor rules for the purposes of Section 4701 of the Code); and

(d) with respect to each affiliate that acquires from it Notes for the purpose of offering or selling such Notes during the restricted period, it either (i) repeats and confirms the representations and agreements contained in clauses (a), (b) and (c) on its behalf or (ii) it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in clauses (a), (b) and (c).

Terms used in clauses (a), (b), (c) and (d) have the meaning given to them by the Code and regulations thereunder, including the TEFRA D Rules.

Singapore

Each of the Joint Bookrunners has represented, warranted and agreed that this Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the "**MAS**"). Accordingly, each of the Joint Bookrunners has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

GENERAL INFORMATION

1. **Authorisations:** The creation and issue of the Notes has been authorised by a resolution of the Board of Management (*Vorstand*) of the Issuer on 28 May 2024 and by a resolution of the Supervisory Board (*Aufsichtsrat*) of the Issuer on 12 June 2024.

2. **Expenses of Admission to Trading:** The total expenses related to the admission to trading of the Notes are expected to amount to EUR 15,000.

3. **Clearing Systems:** Payments and transfers of the Notes will be settled through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

   The Notes have the following securities codes:

   ISIN: XS2900282133
   Common Code: 290028213
   German Securities Code (WKN): A383Q8

4. **Listing and Admission to Trading:** Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a regulated market for the purposes of MiFID II) and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.

5. **Documents on Display:** Electronic versions of the following documents are available on the Issuer's website:

   (a) the articles of association of the Issuer (accessed by using the hyperlink "*https://www.bayer.com/sites/default/files/articles-of-incorporation-of-bayer-ag-2023.pdf*"); and

   (b) the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

   This Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

6. **Third Party Information:** 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) neither the Issuer nor any Joint Bookrunner has independently verified any such information and neither the Issuer nor any Joint Bookrunner accepts any responsibility for the accuracy thereof.

7. **Yield:**

   For the Noteholders, the yield of the Notes until the First Reset Date is 5.570 per cent. *per annum*, calculated on the basis of the issue price of the Notes.

   Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method.

   The yield of the Notes for the periods after the First Reset Date cannot be determined as of the date of this Prospectus.

8. **Ratings:** The Notes are expected to be rated "BB+" by S&P[7], "Baa3" by Moody's[8] and "BB+" by Fitch[9].

S&P, Moody's and Fitch are established in the European Union and are 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 (the "**CRA Regulation**")[10].

Investors in the Notes should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

9. **Legal Entity Identifier:** The LEI of Bayer AG is 549300J4U55H3WP1XT59.

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7 S&P defines BB+ as follows: An obligation rated 'BB' is less vulnerable to nonpayment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation. The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

8 Moody's defines Baa3 as follows: Obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

9 Fitch defines BB+ as follows: 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time; however, business or financial flexibility exists that supports the servicing of financial commitments.

10 The European Securities and Markets Authority publishes on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) 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 updated list in the Official Journal of the European Union within 30 days following such update.

DOCUMENTS INCORPORATED BY REFERENCE

The pages specified below of the following documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF are incorporated by reference into this Prospectus: (i) the audited Annual Report of Bayer AG for the fiscal year ended 31 December 2023 (the "**Audited Annual Report 2023**"), (ii) the audited Annual Report of Bayer AG for the fiscal year ended 31 December 2022 (the "**Audited Annual Report 2022**"), each containing the English language translation of the respective German language consolidated financial statements of the Issuer and of the German language auditor's report (*Bestätigungsvermerk*) in respect thereof, and (iii) the unaudited Half-Year Financial Report as of and for the six-month period ended 30 June 2024 (the "**Unaudited Half-Year Financial Report 2024**"), containing the English language translation of the respective German language consolidated financial statements of the Issuer and of the German language auditor's review report (*Bescheinigung nach prüferischer Durchsicht*) in respect thereof.

(1) Extracted from: Bayer AG – Audited Annual Report 2023

Bayer Group Consolidated Income Statements .... page 134
Bayer Group Consolidated Statements of Comprehensive Income .... page 135
Bayer Group Consolidated Statements of Financial Position .... page 136
Bayer Group Consolidated Statements of Changes in Equity .... page 137
Bayer Group Consolidated Statements of Cash Flows .... page 138
Notes to the Consolidated Financial Statements of the Bayer Group .... pages 139-227
Independent auditor's report[11] .... pages 229-237

(2) Extracted from: Bayer AG – Audited Annual Report 2022

Bayer Group Consolidated Income Statements .... page 146
Bayer Group Consolidated Statements of Comprehensive Income .... page 147
Bayer Group Consolidated Statements of Financial Position .... page 148
Bayer Group Consolidated Statements of Changes in Equity .... page 149
Bayer Group Consolidated Statements of Cash Flows .... page 150
Notes to the Consolidated Financial Statements of the Bayer Group .... pages 151-235
Independent auditor's report[12] .... pages 237-246

(3) Extracted from: Bayer AG – Unaudited Half-Year Financial Report 2024

Bayer Group Consolidated Income Statements .... page 24
Bayer Group Consolidated Statements of Comprehensive Income .... page 25
Bayer Group Consolidated Statements of Financial Position .... page 26
Bayer Group Consolidated Statements of Cash Flows .... page 27
Bayer Group Consolidated Statements of Changes in Equity .... page 28
Notes to the Condensed Consolidated Interim Financial Statements of the Bayer Group .... pages 29-40
Review Report[13] .... page 42

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[11] The audit opinion refers to the German-language consolidated financial statements and the combined management report of the Group and the Issuer as a whole and not solely to the respective consolidated financial statements incorporated by reference.

[12] The audit opinion refers to the German-language consolidated financial statements and the combined management report of the Group and the Issuer as a whole and not solely to the respective consolidated financial statements incorporated by reference.

[13] The review report refers to the German-language condensed consolidated interim financial statements and the interim Group management report of the Group and the Issuer as a whole and not solely to the respective condensed consolidated interim financial statements incorporated by reference.

All of these pages shall be deemed to be incorporated by reference into, and to form part of, this Prospectus.

The non-incorporated parts of such documents, i.e. the pages not listed in the table above, are either not relevant for the investor or covered elsewhere in the Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer and the website of the Luxembourg Stock Exchange (www.luxse.com).

Electronic versions of the documents incorporated by reference are also available on the website of the Issuer (https://www.bayer.com/en/investors) can be accessed by using the following hyperlinks:

(1) Bayer AG – Audited Annual Report 2023:

https://www.bayer.com/sites/default/files/2024-03/bayer-annual-report-2023.pdf

(2) Bayer AG – Audited Annual Report 2022:

https://www.bayer.com/sites/default/files/2023-02/Bayer-Annual-Report-2022.pdf

(3) Bayer AG – Unaudited Half-Year Financial Report 2024:

https://www.bayer.com/sites/default/files/2024-08/bayer-half-year-financial-report-q2-2024.pdf

Issuer

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Germany

Principal Paying Agent and Calculation Agent

Deutsche Bank Aktiengesellschaft
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Germany

Joint Bookrunners

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D02 RF29
Ireland

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Avda. De Cantabria s/n
28660 Boadilla del Monte
Madrid
Spain

Coöperatieve Rabobank U.A.
Croeselaan 18
3521CB Utrecht
The Netherlands

HSBC Continental Europe
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France

Mizuho Securities Europe GmbH
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60310 Frankfurt am Main
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To the Joint Bookrunners

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