

Debt Issuance Programme Prospectus dated 16 July 2019

This document contains (i) the base prospectus in respect of non-equity securities within the meaning of Article 22 No. 6(4) of the Commission Regulation (EC) No. 809/2004 of 29 April 2004, as amended (the "**Prospectus Regulation**"); and (ii) the base prospectus in respect of covered notes within the meaning of Article 22 No. 6 (3) of the Prospectus Regulation (together, the "**Base Prospectus**") of Raiffeisen Bank International AG (hereinafter also referred to as "**RBI**", or the "**Issuer**") relating to the



Raiffeisen Bank International

RAIFFEISEN BANK INTERNATIONAL AG

EUR 25,000,000,000 Debt Issuance Programme

for the issue of Notes (as defined herein)

Under the EUR 25,000,000,000 Debt Issuance Programme described in this Base Prospectus (the "**Programme**"), RBI may from time to time issue notes in bearer form (the "**Bearer Notes**") and covered bank bonds (*fundierte Bankschuldverschreibungen*) in bearer form ("**Covered Bank Bonds**") and together with the Bearer Notes, the "**Notes**"). The aggregate principal amount of Notes (issued under the Programme) outstanding will not at any time exceed EUR 25,000,000,000 (or the equivalent in other currencies).

The Base Prospectus constitutes a prospectus as defined in Article 5(4) of Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended (the "**Prospectus Directive**") and was set up according to Annex V, XI, XII, XIII, XX, XXI, XXII and XXX) of the Prospectus Regulation.

Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange, to admit Notes to trading on the Regulated Market of the Luxembourg Stock Exchange and application will be made to the Vienna Stock Exchange for the Programme as a whole and for such Notes intended to be listed and traded on the regulated market (*Amtlicher Handel*) and may be made on any other stock exchange. These regulated markets are regulated markets for the purposes of Directive 2014/65/EU on Markets in Financial Instruments ("**MiFID II**"), as amended (a "**Regulated Market**").

The Base Prospectus has been approved under the Luxembourg law dated 10 July 2005 on prospectuses for securities, as amended (*loi relative aux prospectus pour valeurs mobilières*) (the "**Luxembourg Prospectus Law**") by the *Commission de Surveillance du Secteur Financier* ("**CSSF**") of the Grand-Duchy of Luxembourg in its capacity as competent authority under the Luxembourg Prospectus Law. Together with the application for approval of the Base Prospectus, the Issuer has applied for a notification of the Base Prospectus into the Federal Republic of Germany ("**Germany**"), the Republic of Austria ("**Austria**"), the Czech Republic (the "**Czech Republic**"), the Slovak Republic ("**Slovakia**"), Hungary and Romania and, in this context, the Issuer has requested the CSSF to provide the competent authority in Germany, Austria, the Czech Republic, Slovakia, Hungary and Romania with a certificate of approval for the Base Prospectus in accordance with Article 19 of the Luxembourg Prospectus Law ("**Notification**"). The Issuer may apply to the CSSF for further Notifications of the Base Prospectus (during its term) into further member states of the European Economic Area (each a "**Member State**" and, together, the "**Member States**").

Notes will be issued in tranches (each a "**Tranche**"), each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and form a single series and are identical in all respects, but may have different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Notes. Further Notes may be issued as part of an existing Series. The specific terms of each Tranche will be determined at the time of offering of such Tranche based on then prevailing market conditions and will be set forth in the applicable final terms (the "**Final Terms**") (the form of which is contained herein).

Arrangers and Dealers

Deutsche Bank Aktiengesellschaft

Raiffeisen Bank International AG

The date of this Base Prospectus is 16 July 2019. It is valid for a period of twelve months from the date of its approval.

IMPORTANT NOTICE

This Base Prospectus is to be read and construed together with (a) all documents which are incorporated herein by reference (see "*General Information – Documents incorporated by reference*" below), (b) all supplements to this Base Prospectus, if any, and (c) the relevant Final Terms (as defined below) in relation to any tranche of Notes (the Base Prospectus as supplemented from time to time and as completed by the Final Terms in relation to the offer of Notes, the "**Prospectus**") and may only be used for the purposes for which it has been published.

No person has been authorised to give any information or to make any representation other than those contained in the Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of Deutsche Bank Aktiengesellschaft and Raiffeisen Bank International AG in its capacity as dealer (each of such entities excluding any entity whose appointment has been terminated and including any entity appointed as an additional dealer, a "**Dealer**" and, together, the "**Dealers**") or as approval of the use of the Prospectus.

Neither the delivery of the Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which the Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer has undertaken with the Dealers to supplement the Base Prospectus or publish a new Base Prospectus if and when the information herein should become materially inaccurate or incomplete, and has further agreed with the Dealers to furnish a supplement to the Base Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when the Base Prospectus has been approved and the final closing of any tranche of Notes offered to the public or, as the case may be, when trading of any tranche of Notes on a Regulated Market begins, whichever occurs later, in respect of Notes issued on the basis of the Prospectus.

The Dealers have not separately verified the information contained in the Prospectus. None of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in the Prospectus. Neither the Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Dealers that any recipient of the Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in the Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by the Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers.

The Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

Notification under Section 309B of the Securities and Futures Act, Chapter 289 of Singapore – Save for Notes issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation or unless otherwise stated in the Final Terms, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) 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). Unless otherwise stated in the Final Terms, all Notes issued or to be issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation under the Programme shall be capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified 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).

By approving this Base Prospectus, the CSSF gives no undertaking as to the economic and financial soundness of the transactions under the Programme and the quality or solvency of the Issuer in line with the provisions of Article 7(7) of the Luxembourg Prospectus Law.

On 16 July 2019, RBI published a base prospectus for its EUR 25,000,000,000 Debt Issuance Programme. This Base Prospectus supersedes and replaces the base prospectus for the aforementioned Debt Issuance Programme dated 12 October 2018 and the supplements thereto.

Amounts payable under the Notes may be calculated by reference to EURIBOR, which is currently provided by European Money Markets Institute ("**EMMI**"), LIBOR and CMS, which are currently provided by ICE Benchmark Administration ("**IBA**"), SIBOR, which is currently provided by ABS Benchmarks Administration Co Pte Ltd ("**ABS**"), BBSW, which is currently provided by ASX ("**ASX**"), BUBOR, which is currently provided by Central Bank of Hungary ("**CBH**"), PRIBOR, which is currently provided by Czech Financial Benchmark Facility ("**CFBF**"), ROBOR, which is currently provided by National Bank of Romania ("**NBR**"), WIBOR, which is currently provided by GWP Benchmark ("**GWP**"), MosPrime, which is currently provided by National Finance Association ("**NFA**"), ZIBOR, which is currently provided by Croatian Banking Association ("**CBA**") and HVPI, which is currently provided by the Statistical Office of the European Union ("**Eurostat**") (each a "**Benchmark**"). As at the date of this Prospectus HVPI does not fall within the scope of the Benchmark Regulation. As at the date of this Base Prospectus, IBA, EMMI and CFBF appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "**Benchmark Regulation**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that ABS, ASX, CBH, NBR, GWP, NFA and CBA are not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence). The registration status of any administrator under the Benchmark Regulation is a matter of public record and save where required by applicable law the Issuer does not intend to include in the relevant Final Terms any information on the registration status of any administrator.

Obligations of the Financial Intermediaries

Where the Notes are purchased or subscribed through a financial intermediary, that financial intermediary shall inform Holders of the Notes of the possibility of a supplement being published, where and when it would be published and that the financial intermediary would assist them in exercising their right to withdraw acceptances in such case. The financial intermediary shall contact Holders of the Notes on the day when the supplement is published.

SELLING RESTRICTIONS

The distribution of the Base Prospectus / Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession the Prospectus comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restriction.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**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 U.S. tax regulations.

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

For a description of certain restrictions on offers and sales of the Notes and on the distribution of the Prospectus, see "*Subscription and Sale*" and for any consent to use the Prospectus given by the Issuer, see "*Consent to Use the Prospectus*".

IMPORTANT – EEA RETAIL INVESTORS

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", 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**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, 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.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance" which may outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue of Notes about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

STABILISATION

In connection with the issue of any tranche of Notes under the Programme, the Dealer or Dealers (if any) named as stabilizing manager(s) in the applicable Final Terms (or persons acting on behalf of a stabilizing 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, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the relevant tranche of Notes.

FORWARD-LOOKING STATEMENTS

The Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or projections of future results and appraisals, of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in the Prospectus containing information on future earning capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it. Forward-looking statements in the Prospectus are based on current appraisals and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, appraisal or prediction in the Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the sections of the Prospectus: *Summary*, *Risk Factors* and *Description of Raiffeisen Bank International AG*. These sections include more detailed descriptions of factors than the ones contained in this section that might have an impact on the Issuer's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in the Prospectus may occur. In addition, neither the Issuer nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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GLOSSARY AND LIST OF ABBREVIATIONS

For ease of reference, the glossary and list of abbreviations below sets out certain abbreviations and meanings of certain terms used in this Base Prospectus, but it does not include all definitions, in particular those of the Terms and Conditions. Readers of the Prospectus should always have regard to the full description of a term contained in this Base Prospectus.

APM	means Alternative Performance Measures.
AT 1	means own funds pursuant to Article 51 CRR (<i>Additional Tier 1</i>).
Austria	means the Republic of Austria.
Authorised Offerors	means the Generally Authorised Offerors and the Specifically Authorised Offerors.
BaSAG	means the Austrian Recovery and Resolution Act (<i>Sanierungs- und Abwicklungsgesetz – BaSAG</i>).
Base Prospectus	means this document which contains: (i) the base prospectus in respect of non-equity securities within the meaning of Article 22 No. 6(4) of the Prospectus Regulation; and (ii) the base prospectus in respect of Covered Bank Bonds within the meaning of Article 22 No. 6(3) of the Prospectus Regulation.
BCBS	means the Basel Committee on Banking Supervision.
Bearer Notes	means notes issued from time to time under the Programme in bearer form.
BGB	means the German Civil Code (<i>Bürgerliches Gesetzbuch – BGB</i>).
BörseG 2018	means the Austrian Stock Exchange Act 2018 (<i>Börsegesetz – BörseG 2018</i>).
BRRD	means the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council (<i>Bank Recovery and Resolution Directive - BRRD</i>), as amended or replaced from time to time, and any references in these Terms and Conditions to any relevant Articles of the BRRD include references to any applicable provisions of law amending or replacing such Articles from time to time.
BWG	means the Austrian Banking Act (<i>Bankwesengesetz - BWG</i>).
CBL	means Clearstream Banking, S.A., Luxembourg.
CEE	means Central and Eastern Europe including Southeastern Europe.
CET 1	means own funds pursuant to Article 26 CRR (<i>Common Equity Tier 1</i>).
CHF	means Swiss francs.

Competent Authority	means the competent authority pursuant to Article 4(1)(40) CRR which is responsible to supervise the Issuer on an individual and/or consolidated basis.
Covered Bank Bonds	means notes in bearer form issued pursuant to the FBSchVG (<i>Fundierte Bankschuldverschreibungen</i>).
CRD IV	means the Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (<i>Capital Requirements Directive IV – CRD IV</i>) as amended or replaced from time to time, and any references in these Terms and Conditions to any relevant Articles of the CRD IV include references to any applicable provisions of law amending or replacing such Articles from time to time.
CRR	means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (<i>Capital Requirements Regulation – CRR</i>) as amended or replaced from time to time, and any references in these Terms and Conditions to any relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time .
CSSF	means the <i>Commission de Surveillance du Secteur Financier</i> .
CZK	means Czech koruna.
Dealer	means each of Deutsche Bank Aktiengesellschaft and Raiffeisen Bank International AG (when acting in such capacity) excluding any entity whose appointment has been terminated and including any entity appointed as an additional dealer.
Dealer Agreement	means the dealer agreement entered into between the Issuer and the Dealers as of the date of the Base Prospectus as a basis upon which they or any of them may from time to time agree to purchase Notes.
DGSD	means the Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (<i>Deposit Guarantee Schemes Directive – DGSD</i>).
ECB	means the European Central Bank.
Einlagensicherung AUSTRIA Ges.m.b.H.	means the company which takes on the function as statutory deposit guarantor and investor compensator for its members as from 1 January 2019.
Eligible Liabilities	means the liabilities and capital instruments that do not qualify as CET 1, AT 1 or Tier 2 instruments that are not excluded from the scope of the bail-in tool by § 86(2) BaSAG.
Eligible Notes	means Notes with either ordinary senior or non-preferred senior ranking, as further set out in § 3 (<i>Status</i>) of Option IV – Eligible Notes.
ESAEG	means the Austrian Deposit Guarantee and Investor Protection Act (<i>Einlagensicherungs- und Anlegerentschädigungsgesetz – ESAEG</i>).

EUR	means euro.
Euroclear	means Euroclear Bank SA/NV.
Exempt Offer	means an offer of Notes in accordance with Article 3(2) of the Prospectus Directive.
FATCA	means Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986, as amended, and the U.S. Treasury regulatory and other administrative guidance promulgation thereunder, the provisions commonly referred to as the U.S. Foreign Account Tax Compliance Act or FATCA.
FBSchVG	means the Austrian Act on Covered Bank Bonds (<i>Gesetz betreffend fundierte Bankschuldverschreibungen</i>).
Final Terms	means the specific terms of each Series/Tranche which will be set forth in the applicable final terms a form of which is contained in this Base Prospectus.
Federal IPS	means the federal IPS consisting of RBI, all Raiffeisen Regional Banks, RAIFFEISEN-HOLDING NIEDERÖSTERREICH-WIEN registrierte Genossenschaft mit beschränkter Haftung, Posojilnica Bank eGen, Raiffeisen Wohnbaubank Aktiengesellschaft and Raiffeisen Bausparkasse Gesellschaft m.b.H..
FMA	means the Austrian Financial Market Authority (<i>Finanzmarktaufsichtsbehörde - FMA</i>).
FX	foreign currency
GDP	means gross domestic product.
Generally Authorised Offerors	means each Dealer and/or each credit institution and/or each regulated financial institution in the EU and/or each financial intermediary which is authorised under MiFID II to subsequently resell or finally place the Notes, all subject to the specified limitations in the Final Terms.
Germany	means the Federal Republic of Germany.
HICP	means the inflation index "Harmonised Index of Consumer Prices (excluding tobacco)".
HRK	means Croatian kuna.
IFRS	means the International Financial Reporting Standards as adopted by the European Union.
Index Linked Notes	means notes whose payments of interest or redemption payment will be made by reference to an index.
IPS	means an institutional protection scheme within the meaning of Article 113(7) CRR.
ISIN	means International Securities Identification Number.
Issuer	means the Raiffeisen Bank International AG, also referred to as "RBI".
IT	means information technology.
KuratorenG	means the Austrian Notes Trustee Act (<i>KuratorenGesetz– KuratorenG</i>).

Luxembourg Prospectus Law	means the Luxembourg law dated 10 July 2005 on prospectuses for securities, as amended (<i>loi relative aux prospectus pour valeurs mobilières</i>).
Management Board	means the management board (<i>Vorstand</i>) of the Issuer.
Market Interest Rate	means the current interest rate on the capital market for issues of the same maturity.
Member States	means the member states of the European Economic Area.
Merger 2010	means the 2010 spin-off and merger of major parts of RZB's banking business with Raiffeisen International Bank-Holding AG described in section 1.1 under " <i>Description of the Issuer</i> ".
Merger 2017	means the merger of RBI with its parent company RZB in March 2017.
MiFID II	means the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2016/97/EU and Directive 2011/61/EU (<i>Markets in Financial Instruments Directive II - MiFID II</i>).
MiFIR	means the Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (<i>Markets in Financial Instruments Regulation - MiFIR</i>).
Moody's	means Moody's Investor Service.
MREL	means the minimum requirement for own funds and eligible liabilities.
Network Banks	means a network of majority owned subsidiary banks of RBI through which RBI operates in CEE
Non-exempt Offer	means a public offer of Notes other than pursuant to Article 3(2) of the Prospectus Directive.
Notes	means the Ordinary Senior Notes, Subordinated Notes, Covered Bank Bonds and the Eligible Notes issued from time to time under the Programme.
Notification	means a notice in form of a certificate of approval for the Base Prospectus in accordance with Article 19 of the Luxembourg Prospectus Law provided by the CSSF to the competent authorities in Germany, Austria, the Czech Republic, Slovakia, Hungary and Romania.
NPL	means non-performing loans. A loan is classified as non-performing when it is expected that a specific debtor is unlikely to pay its credit obligations to the bank in full, or the debtor is overdue by 90 days or more on any material credit obligation to the bank (RBI has defined twelve default indicators).
OeKB	means OeKB CSD GmbH.
Ordinary Senior Notes	means Notes that constitute direct, unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred or subordinated by law.

Poland	means the Republic of Poland.
PRC	means the People's Republic of China.
Programme	means the EUR 25 billion debt issuance programme for the issue of Notes.
Prospectus	means the Base Prospectus as supplemented from time to time and as completed by the Final Terms in relation to the offer of Notes.
Prospectus Directive	means the Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, as amended from time to time, including by Directive 2010/73/EU, as well as any relevant implementing measures in the Relevant Member State.
Prospectus Regulation	means the Commission Regulation (EC) No 809/2004 of 29 April 2004, as lastly amended by Commission Regulation (EU) No 759/2013 dated 30 April 2013 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements.
Raiffeisen Regional Banks	means the banks listed in in the section "Description of the Issuer" under "3.1 RBI is part of the Raiffeisen banking group Austria" holding approximately 58.8 per cent. of RBI's share capital.
Raiffeisen Banking Group	means RBI, Raiffeisen Regional Banks and Raiffeisen Banks, as well as most of their subsidiaries are jointly often referred to and commonly known as Raiffeisen Banking Group Austria (Raiffeisen Bankengruppe Österreich).
Raiffeisen Banks	means the Austrian Raiffeisen banks described in the section "Description of the Issuer" under "3.1 RBI is part of the Raiffeisen banking group Austria".
RBI	means the Issuer. For the avoidance of doubt, all references in this Prospectus to "RBI" and the "Issuer" relating to periods prior to 18 March 2017 are references to RBI prior to the Merger 2017.
RBI Group	means the Issuer and its fully consolidated subsidiaries taken as a whole. For the avoidance of doubt, all references in this Prospectus to "RBI Group" relating to periods prior to 18 March 2017 are references to RBI and its fully consolidated subsidiaries taken as a whole prior to the Merger 2017.
RBI Regulatory Group	means, from time to time, any banking group: (i) to which the Issuer belongs; and (ii) to which the own funds requirements pursuant to Parts Two and Three of the CRR on a consolidated basis due to prudential consolidation in accordance with Part One, Title Two, Chapter Two of the CRR apply.
RCB	means Raiffeisen Centrobank AG.

Regional IPS	means the six regional IPS within the Raiffeisen banking group Austria formed by the respective Raiffeisen Regional Bank (Burgenland, Lower Austria, Styria, Tyrol, Upper Austria and Vorarlberg) and its local Raiffeisen Banks as members. At the date of this Base Prospectus there are no Regional IPS in Salzburg and Carinthia.
Regulated Market	means a Regulated Market as defined in the MiFID II.
Regulation S	means the Regulation S under the Securities Act.
Relevant Member State	means each Member State of the European Economic Area which has implemented the Prospectus Directive.
Renminbi	means the currency of the PRC.
Renminbi Notes	means Notes denominated in Renminbi.
Resolution Authority	means the resolution authority pursuant to Article 4(1)(130) CRR which is responsible for recovery or resolution of the Issuer on an individual and/or consolidated basis.
RKÖ	means the nationwide voluntary Raiffeisen customer guarantee scheme (<i>Raiffeisen-Kundengarantiegemeinschaft Österreich (RKÖ)</i>).
RUB	means Russian ruble.
RWA	means risk weighted assets.
RZB	means Raiffeisen Zentralbank Österreich Aktiengesellschaft. For the avoidance of doubt, all references in this Prospectus to "RZB" relating to periods prior to 18 March 2017 are references to RZB prior to the Merger 2017.
RZB Group	means RZB and its fully consolidated subsidiaries taken as a whole. For the avoidance of doubt, all references in this Prospectus to "RZB Group" relating to periods prior to 18 March 2017 are references to RZB and its fully consolidated subsidiaries (including RBI) taken as a whole prior to the Merger 2017.
SchVG	means the German Act on Debt Securities (<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen – Schuldverschreibungsgesetz</i>), as amended.
Securities Act	means the United States Securities Act of 1933.
Series	means the Series of Notes as specified in the Final Terms.
SIX SIS AG	means SIX SIS AG, Olten, Switzerland.
Slovakia	means the Slovak Republic.
Specifically Authorised Offerors	means the institutions named in the relevant Final Terms and/or stated on the Issuer's website.
SREP	means the Supervisory Review and Evaluation Process (SREP).
SRM	means the Single Resolution Mechanism (SRM).
SSM	means the Single Supervisory Mechanism (SSM).

S&P	means Standard & Poor's Credit Market Services Europe Limited.
Subordinated Notes	means Notes that constitute direct, unsecured and subordinated obligations of the Issuer ranking <i>pari passu</i> among themselves, as further set out in § 3 (<i>Status</i>) of Option II – Subordinated Notes.
Summary	means the summary of this Base Prospectus which is included in this Base Prospectus.
Supervisory Board	means the supervisory board (<i>Aufsichtsrat</i>) of the Issuer.
Tatra banka	means Tatra banka, a.s., Slovakia.
TEFRA C Rules	means the rules described in § 1.163-5(c)(2)(i)(c) of the United States Treasury Regulation.
TEFRA D Rules	means the rules described in § 1.163-5(c)(2)(i)(d) of the United States Treasury Regulation.
Tier 2	means own funds pursuant to Article 62 CRR (<i>Tier 2</i>).
Tranche	means a tranche of a Series of Notes.
UAH	means Ukrainian hrywna.
USD	means US dollar.

SUMMARY

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

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

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

Section A – Introduction and warnings

Element		
A.1	Warnings	Warning: • This Summary should be read as an introduction to this prospectus (the "Prospectus"). • Any decision to invest in the notes issued under this Prospectus (the "Notes") should be based on consideration of the Prospectus as a whole by the investor. • Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated. • Civil liability attaches only to those persons who have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Notes.
A.2	Consent to use the Prospectus	<i>[If a general consent to use the Prospectus is given insert:]</i> The Issuer consents to the use of the Prospectus in connection with [a public offer other than pursuant to Article 3(2) of the Prospectus Directive ("Non-exempt Offer") [of the] [title of relevant Series of Notes] [in] [Germany] [,][and] [Austria] [,][and] [the Czech Republic] [,][and] [Slovakia] [,] [and] [Hungary] [,][and] [Romania] [and] [Luxembourg] by each [Dealer][,] [and/or] [each] [further] [regulated] [credit institution] [in the EU] [,] [and/or] [regulated financial institution in the EU] [,] [and/or] [financial intermediary] which is authorised under the Directive 2014/65/EU on Markets in Financial Instruments (the "MiFID II") to subsequently resell or finally place Notes (together the "Generally Authorised Offerors") during the [specify offer period or period for which consent to use the Prospectus is given] subject to [specify limitations], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg Prospectus Law which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003, as amended.

		The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer www.rbinternational.com under "Investors". When using the Prospectus, each Generally Authorised Offeror must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions and has to state on its website that it uses the Prospectus in accordance with the consent and the conditions attached thereto. In the event of an offer being made by a Generally Authorised Offeror, the respective Generally Authorised Offeror shall provide information to investors on the terms and conditions of the offer at the time of that offer.] <i>[If a consent to use the Prospectus is only given to specified institutions insert:</i> The Issuer consents to the use of the Prospectus in connection with [a public offer other than pursuant to Article 3(2) of the Prospectus Directive ("Non-exempt Offer") [of the] [title of relevant Series of Notes] [in] [Germany][,] [and] [Austria] [,][and] [the Czech Republic] [,][and][Slovakia] [,] [and][Hungary] [,][and][Romania] [and] [Luxembourg] by each [Dealer] [,] [and/or] [each] [further] [regulated][credit institution] [in the EU] [,] [and/or] [regulated financial institution in the EU] [,] [and/or] [financial intermediary], which is authorised under the Directive 2014/65/EU on Markets in Financial Instruments (the "MiFID II") to subsequently resell or finally place Notes, in each case as specified in the respective Final Terms or on the Issuer's website www.rbinternational.com under "Investors" (together the "Specifically Authorised Offeror(s)"), then being exclusively entitled to use the Prospectus for the subsequent resale or final placement of the respective Notes during the [specify offer period or period for which consent to use the Prospectus is given] subject to [specify limitations], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (Loi relative aux prospectus pour valeurs mobilières) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003 as amended. The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of Issuer www.rbinternational.com under "Investors". When using the Prospectus, each Specifically Authorised Offeror must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions. In the event of an offer being made by a Specifically Authorised Offeror, the respective Specifically Authorised Offeror shall provide information to investors on the terms and conditions of the offer at the time of that offer. The Issuer may give consent to additional institutions after the date of the Final Terms of the Notes and, if the Issuer does so, the above information in relation to them will be published on the website of the Issuer www.rbinternational.com under "Investors".] [This consent to use the Prospectus is subject to the following conditions: [specify conditions]]

		[In case no consent is given, insert: Not applicable. The Issuer does not consent to the use of the Prospectus for the subsequent resale or final placement of the Notes to any [Dealer] [,] [and/or] [regulated financial institution in the EU] [and/or][financial intermediary].] [In case to use the Prospectus pursuant to Article 3(2) of the Prospectus Directive is not applicable: Consent pursuant to Article 3(2) of the Prospectus Directive is not applicable.]

Section B – Raiffeisen Bank International AG as Issuer

Element		
B.1	Legal and commercial name of the issuer	The Issuer's legal name is Raiffeisen Bank International AG (" RBI " or the " Issuer ") and its commercial name is Raiffeisen Bank International or RBI.
B.2	Domicile and legal form of the issuer, legislation under which the issuer operates and its country of incorporation	RBI is a stock corporation (Aktiengesellschaft) incorporated and operating under the laws of the Republic of Austria and domiciled in Vienna.
B.4b	Any known trends affecting the issuer and its industries in which it operates	The Issuer together with its fully consolidated subsidiaries ("RBI Group") has identified the following trends, uncertainties, demands, commitments or events that are reasonably likely to have a material adverse effect on its prospects for at least the current financial year: Continuing increase in governmental and regulatory requirements. Under the EU's Single Supervisory Mechanism ("SSM"), the European Central Bank ("ECB") is given specific tasks related to financial stability and banking supervision, among others empowering the ECB to directly supervise significant banks such as RBI. The ECB is, <i>inter alia</i>, empowered to require significant credit institutions to comply with additional individual own funds and liquidity adequacy requirements in particular as part of the Supervisory Review and Evaluation Process ("SREP") (which may exceed regular regulatory requirements) or take early correction measures to address potential problems. The supervisory regime and the SSM's supervisory procedures and practices will be subject to constant scrutiny, change and development. A further pillar of the Banking Union is the Single Resolution Mechanism ("SRM") which is establishing a uniform procedure for the resolution of credit institutions that are subject to the SSM. As a result of a resolution measure under the SRM, a creditor of RBI may already be exposed to the risk of losing part or all of the invested capital prior to the occurrence of insolvency or liquidation of RBI. Moreover, forthcoming additional capital and liquidity requirements introduced within the European Union, as well as any stress tests conducted by ECB could lead to even more stringent requirements being imposed on RBI and/or the RBI Group with regard to capital adequacy and liquidity planning and this in turn may restrict RBI's margin and potential for growth.

		General trends regarding the financial industry. The trends and uncertainties affecting the financial sector in general and consequently also RBI Group continue to include the macroeconomic environment. The financial sector as a whole, but in particular also RBI Group, is affected by the related instability of and volatility on the financial markets, including a potential general economic downturn. Thus, RBI Group will not be able to escape the effects of corporate insolvencies, deteriorations in the creditworthiness of borrowers and valuation uncertainties. Likewise, the extraordinarily low interest rate level could affect the behaviour of investors and clients alike, which may lead to weaker provisioning and/or pressure on the interest rate spread. In 2019 and 2020, RBI Group therefore faces a difficult environment once again.																																				
B.5	Description of the group and the issuer's position within the group	RBI is the ultimate parent company of RBI Group and pursuant to § 30 Austrian Banking Act (<i>Bankwesengesetz</i> – "BWG") also the superordinated credit institution (<i>übergeordnetes Kreditinstitut</i>) of the RBI credit institution group (<i>Kreditinstitutgruppe</i>), which comprises all credit institutions, financial institutions, securities companies and enterprises offering banking related support services in which RBI holds an indirect or direct majority interest or exerts a controlling influence. The BWG requires RBI in its function as superordinated credit institution for the RBI credit institution group to control among other things risk management, accounting and control processes as well as the risk strategy for the entire RBI Group. Due to the merger with its former parent company Raiffeisen Zentralbank Österreich Aktiengesellschaft ("RZB") in March 2017 (the "Merger 2017"), RBI became the central institution (Zentralinstitut) of the Raiffeisen Regional Banks and therefore holder of the liquidity reserve (according to BWG, in particular § 27a BWG) and acts as central liquidity clearing unit of the Raiffeisen banking group Austria. The Raiffeisen Regional Banks, which jointly own the majority of RBI's shares and, operate mainly at a regional level, render central services for the Raiffeisen banks within their region and also operate as universal credit institutions. The Raiffeisen Regional Banks are not part of RBI Group.																																				
B.9	Profit forecasts or estimates	Not applicable; no profit forecast or profit estimate is made.																																				
B.10	Qualifications in the audit report on the historical financial information	Not applicable. KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft (" KPMG ") has audited RBI's German language consolidated financial statements as of 31 December 2018 and 31 December 2017 and has issued unqualified auditor's reports (<i>Bestätigungsvermerke</i>) for these consolidated financial statements.																																				
B.12	Selected historical key information regarding the issuer, for each financial year and any subsequent interim financial period (accompanied by comparative data)	<table> <tr> <th>Income Statement in EUR million</th><th>01/01-31/12 2018 (audited)</th><th>01/01-31/12 2017 (audited)</th></tr> <tr> <td>Net interest income</td><td>3,362</td><td>3,225⁽¹⁾</td></tr> <tr> <td>Net fee and commission income</td><td>1,791</td><td>1,719⁽¹⁾</td></tr> <tr> <td>Net trading income and fair value result</td><td>17</td><td>35⁽¹⁾</td></tr> <tr> <td>General administrative expenses</td><td>(3,048)</td><td>(3,011)⁽¹⁾</td></tr> <tr> <td>Impairment losses on financial assets</td><td>(166)</td><td>(312)⁽¹⁾</td></tr> <tr> <td>Profit/loss before tax</td><td>1,753</td><td>1,612</td></tr> <tr> <td>Profit/loss after tax</td><td>1,398</td><td>1,246</td></tr> <tr> <td>Consolidated profit/loss</td><td>1,270</td><td>1,116</td></tr> </table> <table> <tr> <th>Balance Sheet in EUR million</th><th>31/12/2018 (audited)</th><th>31/12/2017 (audited)</th></tr> <tr> <td>Equity</td><td>12,413</td><td>11,241</td></tr> <tr> <td>Total assets</td><td>140,115</td><td>135,146</td></tr> </table>	Income Statement in EUR million	01/01-31/12 2018 (audited)	01/01-31/12 2017 (audited)	Net interest income	3,362	3,225 ⁽¹⁾	Net fee and commission income	1,791	1,719 ⁽¹⁾	Net trading income and fair value result	17	35 ⁽¹⁾	General administrative expenses	(3,048)	(3,011) ⁽¹⁾	Impairment losses on financial assets	(166)	(312) ⁽¹⁾	Profit/loss before tax	1,753	1,612	Profit/loss after tax	1,398	1,246	Consolidated profit/loss	1,270	1,116	Balance Sheet in EUR million	31/12/2018 (audited)	31/12/2017 (audited)	Equity	12,413	11,241	Total assets	140,115	135,146
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Equity	12,413	11,241																																				
Total assets	140,115	135,146																																				

		Bank Specific Information	31/12/2018 (audited)	31/12/2017 (audited)		
		NPL Ratio (non-banks) ⁽²⁾	3.8 per cent	5.7 per cent ⁽¹⁾		
		NPL Coverage Ratio (non-banks) ⁽²⁾	77.6 per cent	67.0 per cent ⁽¹⁾		
		Common equity tier 1 ratio (fully loaded)	13.4 per cent	12.7 per cent		
		Total capital ratio (fully loaded)	18.2 per cent	17.8 per cent		
		Performance	01/01-31/12 2018 (audited)	01/01-31/12 2017 (audited)		
		Net interest margin (average interest-bearing assets) ⁽³⁾	2.50 per cent	2.48 per cent ⁽¹⁾		
		Return on equity before tax ⁽⁴⁾	16.3 per cent	16.2 per cent		
		Cost/income ratio ⁽⁵⁾	57.5 per cent	59.1 per cent ⁽¹⁾		
		Earnings per share in EUR	3.68	3.34		
		Resources	31/12/2018	31/12/2017		
		Employees as at reporting date (full-time equivalents)	47,079*	49,700*		
		Business outlets	2,159**	2,409**		
			*) audited **) unaudited			
		(1) On 1 January 2018, the new accounting standard for financial instruments (IFRS 9) took effect. In addition to the adoption of IFRS 9, RBI has also changed the presentation of its statement of financial position and parts of the income statement, which is now aligned with the financial reporting standards (FINREP) issued by the European Banking Authority (EBA). With the adoption of the standards, it was also necessary to adjust the figures of the comparable period 2017 and comparable reporting date as at 31 December 2017. The figures for the previous period are only to a limited extent comparable.				
		This overview includes the following Alternative Performance Measures ("APM"):				
		(2)	NPL ratio (non-banks) and NPL coverage ratio (non-banks); NPL ratio: Non-performing loans in relation to total loans and advances to customers; NPL Coverage Ratio: impairment losses on loans and advances to customers in relation to non-performing loans to customers.			
		(3)	Net interest margin (average interest-bearing assets): It is calculated with net interest income set in relation to average interest-bearing assets (total assets less investments in subsidiaries and associates, intangible fixed assets, tangible fixed assets, tax assets and other assets).			
		(4)	Return on equity before tax – Return on the total equity including non-controlling interests, i.e. profit before tax in relation to average equity on the statement of financial position. Average equity is calculated on month-end figures including non-controlling interests and does not include current year profit.			
		(5)	Cost/income ratio – General administrative expenses in relation to operating income are calculated for the cost/income ratio. General administrative expenses comprise staff expenses, other administrative expenses and depreciation/amortization of intangible and tangible fixed assets. Operating income comprises net interest income, dividend income, net fee and commission income, net trading income and fair value result, net gains/losses from hedge accounting and other net operating income.			
		Source: Annual Report 2018 (Audited consolidated financial statements of RBI for the fiscal year 2018).				
		Income Statement in EUR million	01/01-31/03 2019 (unaudited)	01/01-31/03 2018 (unaudited)		
		Net interest income	825	829		
		Net fee and commission income	402	410		
		Net trading income and fair value result	(52)	(1)		
		General administrative expenses	(724)	(740)		
		Impairment losses on financial assets	(9)	83		
		Profit/loss before tax	340	529		
		Profit/loss after tax	259	430		
		Consolidated profit/loss	226	399		

[illegible]

	Statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change	There have been no material adverse changes in the prospects of RBI since 31 December 2018.
	Significant changes in the financial or trading position of the Issuer	Not applicable. No significant changes in the financial or trading position of the Issuer have occurred since 31 March 2019.
B.13	Recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency	The Issuer is not aware of any recent events particular to the Issuer (i.e. occurring after the most recent published unaudited interim consolidated financial statements of the Issuer (RBI) as of 31 March 2019) in the context of its business activities that are to a material extent relevant for the evaluation of its solvency.
B.14	Please read Element B.5 together with the information below.	
	Dependence upon other entities within the group	RBI is dependent on valuations of and dividends of its subsidiaries. RBI is further dependent on outsourced operations, in particular in the areas of back-office activities as well as IT.
B.15	The issuer's principal activities	The RBI Group is a universal banking group offering banking and financial products as well as services to retail and corporate customers, financial institutions and public sector entities predominantly in or with a connection to Austria and Central and Eastern Europe including Southeastern Europe ("CEE"). In CEE, RBI operates through a network of majority-owned subsidiary credit institutions, leasing companies and numerous specialized financial service providers. RBI Group's products and services include loans, deposits, payment and account services, credit and debit cards, leasing and factoring, asset management, distribution of insurance products, export and project financing, cash management, foreign exchange and fixed income products as well as investment banking services. RBI's specialist institutions provide Raiffeisen Banks and Raiffeisen Regional Banks with retail products for distribution.
B.16	Shareholdings and control	As of the date of this Base Prospectus, the Raiffeisen Regional Banks acting in concert (§ 1(6) Austrian Takeover Act) in relation to RBI, hold approximately 58.8 per cent of the Issuer's issued shares. The remaining shares are held by the public (free float). The Raiffeisen Regional Banks are parties to a syndicate agreement regarding RBI, which includes a block voting agreement in relation to the agenda of the shareholders' meeting of RBI, nomination rights in relation to the Supervisory Board of RBI, preemption rights and a contractually restriction on sales of the RBI shares held by the Raiffeisen Regional Banks.

[B.17 ¹]	Credit ratings assigned to the issuer or its debt securities	Credit ratings of the Issuer: The Issuer has obtained ratings for the Issuer from • Moody's Investors Service ("Moody's")*; and • Standard & Poor's Credit Market Services Europe Limited ("S&P")*. As of the date of this Base Prospectus such ratings are as follows: <table border="1" data-bbox="555 562 1337 730"> <tr> <th></th><th>Moody's²</th><th>S&P³</th></tr> <tr> <td>Rating for long term obligations (senior)</td><td>A3 / Outlook stable</td><td>BBB+ / Outlook positive</td></tr> <tr> <td>Rating for short term obligations (senior)</td><td>P-2</td><td>A-2</td></tr> </table> *) Moody's Deutschland GmbH, An der Welle 5, 2nd Fl., 60322 Frankfurt, Germany, and Standard & Poor's Credit Market Services Europe Limited, London (Niederlassung Deutschland), 60311 Frankfurt am Main, are established in the European Union, 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") and are included in the list of credit rating agencies registered in accordance with the CRA-Regulation published by the European Securities and Markets Authority on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs). Credit ratings of the [Ordinary Senior] [Subordinated] [Eligible] [Notes] [Covered Bank Bonds]: [The [Ordinary Senior] [Subordinated] [Eligible] [Notes] [Covered Bank Bonds] to be issued [have been] [are expected to be] rated: [insert Rating]]. [Not applicable. The [Ordinary Senior] [Subordinated] [Eligible] [Notes] [Covered Bank Bonds] to be issued are not expected to be rated.]]		Moody's ²	S&P ³	Rating for long term obligations (senior)	A3 / Outlook stable	BBB+ / Outlook positive	Rating for short term obligations (senior)	P-2	A-2
	Moody's ²	S&P ³									
Rating for long term obligations (senior)	A3 / Outlook stable	BBB+ / Outlook positive									
Rating for short term obligations (senior)	P-2	A-2									

¹ To be deleted if Notes are issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation.

² Moody's appends long-term obligation ratings at the following levels: Aaa, Aa, A, Baa, Ba, B, Caa, Ca and C. To each generic rating category from Aa to Caa Moody's assigns the numerical modifiers "1", "2" and "3". The modifier "1" indicates that the bank is in the higher end of its letter-rating category, the modifier "2" indicates a mid-range ranking and the modifier "3" indicates that the bank is in the lower end of its letter-rating category. Moody's short-term ratings are opinions of the ability of issuers to honor short-term financial obligations and range from P-1, P-2, P-3 down to NP (Not Prime).

³ S&P assign long-term credit ratings on a scale from AAA (best quality, lowest risk of default), AA, A, BBB, BB, B, CCC, CC, C, SD to D (highest risk of default). The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. S&P may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (developing). S&P assigns short-term credit ratings for specific issues on a scale from A-1 (particularly high level of security), A-2, A-3, B, C, SD down to D (highest risk of default).

Section C – Securities

Element		
C.1	Type and class of the securities, including any security identification number	Type of securities: [The [Ordinary Senior Notes] [Subordinated Notes] [[Ordinary senior][Non-preferred senior] Eligible Notes] are debt instruments pursuant to §§ 793 et seqq. of the German Civil Code (<i>Bürgerliches Gesetzbuch</i> – "BGB").] [The Covered Bank Bonds (Fundierte Bankschuldverschreibungen) are issued as covered bank bonds (Fundierte Bankschuldverschreibungen) according to the Austrian Act on Covered Bank Bonds (<i>Gesetz betreffend fundierte Bankschuldverschreibungen</i> – "FBSchVG"), as amended.] Class of securities: The securities will be issued as [Ordinary Senior Notes] [Subordinated Notes] [[Ordinary senior][Non-preferred senior] Eligible Notes] [Covered Bank Bonds] [with] [without] [a] [Reference Rate Related] [Index Related] [and] [Fixed][Step-Up][Step-Down] [Fixed to Fixed][Fixed to [Fixed to] Floating][Floating to Fix][Floating][Dual] [Digital][Range Accrual][Zero Coupon] interest component [and] [a fixed Automatic Final Redemption [Rate] [Amount]] [fixed Automatic Redemption [Rates][Amounts] for each Automatic Redemption Date] and with [an Index-Linked Final Redemption Rate] [a fixed Final Redemption Rate] [a fixed Final Redemption Amount]. (the "Notes") [In case of the first tranche of a series, insert: Series: [●] Security Identification Number(s) [ISIN: [●]] [WKN: [●]] [Common Code: [●]] [Others: [●]] [In case of an increase, insert: Tranche: [●]; this Tranche constitutes, together with the tranches previously issued, a single Series and increases the issue volume accordingly Series: [●] Tranche: [●] Security Identification Number(s) [ISIN: [●]] [WKN: [●]]

		[Common Code: [●]] [Others: [●]]] <i>[In case of increase insert, if necessary for this purpose:</i> Security Identification Number(s) (Interim) [ISIN: [●]] [WKN: [●]] [Common Code: [●]] [Others: [●]]]
C.2	Currency of the securities issue	The Notes are issued [and denominated] in [insert currency]. [(also referred to as "Specified Currency")].
C.5	Any restrictions on the free transferability of the securities	[Not applicable. The Notes are freely transferable.] [The Notes are only transferable within the Issuer's own settlement systems.]
C.8	Rights attached to the securities, including ranking and limitations to those rights	Rights attached to the Notes Each Holder of the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] (the "Holder") has the right vis-à-vis the Issuer to claim payment of principal [and interest] when such payments are due in accordance with the conditions of the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes]. [If Reference Interest Rate is applicable, insert: "Screen Page [[●]]" means [REUTERS Screen Page [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [PRBO] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg page CPTFEMU Index] [insert Screen Page and additional information if necessary] or each successor page.] [If Reference Swap Rate is applicable, insert: "Screen Page [[●]]" means [●] [If Reference Rate is CMS Rate, insert: "Screen Page [[●]]" means [●] [If Reference Rate is applicable, insert: "Reference Rate" means a value, [which] [the performance of which] determines [the high of a/the] [floating interest rate(s)] [and][or] [Redemption Rate] [the Redemption Amount][and][or][if any interest will be paid for a certain interest period][and] [or] [the maturity of the Notes][insert any other legal consequence] (i.e. an interest rate, a Swap Rate, an exchange rate, etc.)]

		[If the Reference Rate is an Interest Rate insert: "Reference Interest Rate" means the offered quotation for the [number]-month [EURIBOR][LIBOR][USD LIBOR] [CHF LIBOR][insert other currency LIBOR] [SIBOR][BBSW] [BUBOR][PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other reference interest rate] which appears on the Screen Page as of [11.00 a.m.] [insert other relevant time] ([insert relevant time zone]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day]. [If the Reference Rate is a Swap Rate insert: "Reference Swap Rate" is ["[insert number of years/months] [year][months] [insert relevant currency] Swap Rate and means [[●] / insert definition /Screen Page].] [If the Reference Rate is a CMS Rate insert: "Reference CMS Rate" ("CMS") is the [insert number of months] swap rate for [insert relevant currency] swap transactions with a maturity of [insert relevant period[s]], which appears on the Screen Page [[●]] on the [Interest Determination Date][Reference Rate Determination Date] [Observation Day] [determine other day] [under the heading [and in the column] [insert relevant heading [and column]] as of [11:00 a.m.] [insert relevant time] ([insert relevant time zone]), all as determined by the Calculation Agent.] ["Reference Banks" means the offices of [five] leading [.] in the interbank market .] [In case of a Discontinuation Event, insert: [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] [Reference [insert currency]-]CMS] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) that it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Interest Rate] [Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS], or (ii) the administrator of the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS] ceases to calculate and publish the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS] permanently or for an indefinite period of time, or (iii) the administrator of the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS] becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Interest Rate] [Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS] is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS] shall be replaced, according to the following sequence: I) The [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS] shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][[insert relevant currency] CMS], the competent central bank or a regulatory or supervisory authority;

		II) an Independent Advisor will in its reasonable discretion (<i>billiges Ermessen</i>) choose a successor reference rate that is most comparable to the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][insert relevant currency] CMS]; or III) the Issuer will decide in its reasonable discretion (<i>billiges Ermessen</i>) that the [Reference Interest Rate][Reference Swap Rate][Other definition for quotation][insert relevant currency] [insert currency-] CMS] shall be [the offered quotation for the] [such] [Reference Interest Rate] [Reference Swap Rate] [Other definition for quotation][insert relevant currency] CMS] which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date][Reference Swap Rate][Reference Rate Determination Day] [Observation Day] [determine other day] on which such quotations were offered[; or to redeem the Notes][at][●]]. Governing Law [The Ordinary Senior Notes are [as to the content] governed by German law.] [Subordinated Notes are [as to the content] governed by German law except for conditions relating to their status (§ 3 of the Terms and Conditions), which are governed by Austrian law.] [Covered Bank Bonds (<i>Fundierte Bankschuldverschreibungen</i>) are [as to the content] governed by German law except for conditions relating to status (§ 3 of the Terms and Conditions), the cover pool, events of default (§ 10 of the Terms and Conditions) and substitution (§ 11 of the Terms and Conditions), which are governed by Austrian law.] [Eligible Notes (<i>Berücksichtigungsfähige Schuldverschreibungen</i>) are [as to the content] governed by German law except for conditions relating to their status (§ 3 of the Terms and Conditions), which are governed by Austrian law.] [The legal effect as to the form and the custody of [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] [in the safe of the Issuer] [at the OeKB CSD GmbH ("OeKB")] will be governed by the laws of Austria.] Redemption of the Notes Redemption at Maturity Unless previously redeemed [,] [or automatically redeemed,] the [Ordinary Senior Notes] [Subordinated Notes][Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed at their [Final Redemption Amount][Final Redemption Rate] on [insert Maturity Date] [the [Floating] Interest Payment Date falling in [insert Month / Redemption Year]], (the "Maturity Date"). [Final Redemption Amount: principal amount] [Final Redemption Amount: <i>insert Final Redemption Amount which is greater than or equal to the principal amount</i>.] [Final Redemption Rate: [●] per cent of its principal amount.] [Index-linked Final Redemption Rate: The Index-linked Final Redemption Rate in respect of each Note expressed in per cent (per cent of its principal amount) shall be calculated as follows: 100 + Max [{(HICP(t) – HICP(t-1))/HICP(t-1) [*100] [* Factor] [+][-] [Surcharge] [Reduction] } ; 0]

		"HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)]. "HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)]. ["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].] ["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].] ["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].] "HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page.]
		<i>[In the case of Ordinary Senior Notes with an Auto-Redemption-Condition, insert:</i> Automatic Redemption If the Auto-Redemption-Condition according to lit. b) is fulfilled on [the] [a relevant] Observation Day, the Ordinary Senior Notes will be redeemed in whole at their applicable [Auto-Redemption-Amount][Auto-Redemption-Rate] on the respective Auto-Redemption-Date [as set out in the table below (f)] [which immediately follows the Observation Day, on which the Auto-Redemption-Condition was fulfilled [and observed for the first time]]; otherwise the Ordinary Senior Notes shall be redeemed at their [Final Redemption Amount] [Final Redemption Rate] on the Maturity Date. (a) Auto-Redemption-Date[s] "Auto-Redemption Date[s]" will be the respective [Coupon] Date[s],[immediately following the [relevant] Observation Day, and [is] [are] the date[s]] as set out in the table under lit. (f) below. (b) Auto-Redemption-Condition The Auto-Redemption-Condition will be fulfilled, if the Auto-Reference Value according to lit. (c) on the [relevant] Observation Day is [lower than][or] [higher than][or] [equal to] [the Auto-Reference Price [1]] [[and] [or]][lower than][or][higher than][or][equal to] [the Auto-Reference Price 2]] [for the first time], as set out in the table under lit. (f) below. (c) Auto-Reference Value The applicable "Auto-Reference Value" will be the

[in the case that an Auto-Reference Exchange Rate shall be applicable, insert:

[[EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[insert other Exchange Rate]** [mid-] [bid-][offer-]exchange rate (spot rate) ("**Auto-Reference Exchange Rate**"), expressed as amount of units in **[insert currency]**, which will be paid for one unit of [Euro][US Dollar] **[insert other currency]**, and which appears on the [Reuters] Screen Page [WMRSPOT01] **[insert other screen page]** ("**Auto-Reference Screen Page**") as of [11.00 a.m.] **[insert other relevant time]** **[insert relevant time zone]** on the [relevant] Observation Day, all as determined by the Calculation Agent.]

"**Auto-Reference Screen Page**" means [●]

"**Relevant Currency**" means [●]

[In the case that an Auto-Reference CMS Rate shall be applicable, insert:

the Reference CMS Rate ("**Auto-Reference CMS Rate**"), all as determined by the Calculation Agent.

[In the case that an Auto-Reference Interest Rate shall be applicable, insert:

Reference Interest Rate ("**Auto-Reference Interest Rate**"), expressed as a percentage rate [per annum] **[insert other time period]**, all as determined by the Calculation Agent.

"**Auto-Reference Banks**" means the offices of not less than [four] **[insert other number]** major banks in the **[insert financial centre]** interbank market relevant for the Auto-Reference Value.]

(d) Observation day[s]: [is][are] the day[s] as set out in the table under lit. (f) below ([each an] "**Observation Day**").

(e) [Auto-Redemption-Amount[s]] [Auto-Redemption-Rate[s]]

The ["**Auto-Redemption-Amount[s]**"] ["**Auto-Redemption-Rate[s]**"] for the redemption of the Ordinary Senior Notes will be [the [amount] [rate] specified for the [relevant] Automatic Redemption Date as set out in the table under lit. (f) below and will be paid in the Specified Currency.

In any case, the [Auto-Redemption-Amount] [Auto-Redemption-Rate] will be [an amount equal to or more than the principal amount, expressed in the Specified Currency] [equal to or more than 100 per cent of the nominal value].]

(f) Relevant data for Automatic Redemption

Observation Day	Auto-Redemption-Date	Auto-Reference-Price [1]	[Auto-Reference-Price 2]	[[Auto-Redemption-Amount] [Auto-Redemption-Rate]
[insert Observation Day]	[insert Auto-Redemption-Date]	[<][=][>] [insert applicable Auto-Reference-Price [1]]	[<][=][>] [insert applicable Auto-Reference-Price 2]	[insert Auto-Redemption-Amount/ Auto-Redemption-Rate]
[insert Observation Day]	[insert Auto-Redemption-Date]	[<][=][>] [insert applicable Auto-Reference-Price [1]]	[<][=][>] [insert applicable Auto-Reference-Price 2]	[insert Auto-Redemption-Price / Auto-Redemption-Rate]

		Reference- Price [1]]	Reference- Price 2]]	Rate]]
	(g) Notice of Automatic Redemption The notice of Automatic Redemption of the Notes shall be given by the Issuer to the [Swiss] [Principal Paying Agent] [Fiscal Agent] and] by the Issuer to the Holders. It has to contain the following specifications: (i) the indication of the Series of Notes that is to be redeemed; (ii) the Date of the respective Automatic Redemption; and (iii) the applicable [Auto-Redemption Amount] [Auto-Redemption-Rate], at which the Ordinary Senior Notes will be redeemed.			
	[In the case of Ordinary Senior Notes, insert: Early Redemption for Reasons of Taxation Notes may, upon giving prior notice of Early Redemption for reasons of taxation, be declared repayable at the option of the Issuer in whole, but not in part, at their [Early Redemption Amount] [Early Redemption Rate], if as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations the Issuer is required to pay Additional Amounts. [Early Redemption Amount] [Early Redemption Rate]: [●] [If Ordinary Senior Notes are subject to Early Redemption at the Option of the Issuer, insert: Early Redemption at the Option of the Issuer The Issuer may, upon giving notice of Early Redemption, redeem the Notes in whole or in part on the Call Redemption Date[s] at the [Call Redemption Amount[s]] [Call Redemption Rate[s]] together with any interest accrued until the [relevant] Call Redemption Date (excluding). Call Redemption Date[s]: [●] [Call Redemption Amount[s]] [Call Redemption Rate[s]]: [●].] [If Ordinary Senior Notes are subject to Early Redemption at the Option of the Holder, insert: Early Redemption at the Option of the Holder Each Holder has the right to claim an Early Redemption of the Notes in whole or in part on the Optional Early Redemption Date[s] at the [Optional Early Redemption Amount[s]] [Optional Early Redemption Rate[s]], together with any interest accrued until the [relevant] Optional Early Redemption Date (excluding). Optional Early Redemption Date[s]: [●]			

		[Optional Early Redemption Amount[s]] [Optional Early Redemption Rate[s]]: [•]]
		<i>[In the case of Subordinated Notes, insert:</i> Early Redemption for Reasons of Taxation The Issuer may call the Subordinated Notes for Early Redemption at any time in whole if there is a change in the applicable tax treatment of the Subordinated Notes provided that any such call is subject to the requirements of Articles 77 and 78 CRR. Such requirements include the prior permission of the Competent Authority for such call. Early Redemption for Regulatory Reasons The Issuer may call the Subordinated Notes for Early Redemption at any time in whole if there is a change in the regulatory classification of the Subordinated Notes that would be likely to result in their exclusion from own funds in full or reclassification as a lower quality form of own funds provided that any such call is subject to the requirements of Articles 77 and 78 CRR. Such requirements include the prior permission of the Competent Authority for such call. <i>[If Subordinated Notes are subject to Early Redemption at the Option of the Issuer, insert:</i> Early Redemption at the Option of the Issuer The Subordinated Notes can be redeemed early in whole at the option of the Issuer effective as of [insert Call Redemption Date] upon giving notice not more than [60] [insert other number] [Business Days'] [days'] nor less than [30] [insert other number] [Business Days'] [days'] provided that any such call is subject to the requirements of Articles 77 and 78 CRR. Such requirements include the prior permission of the Competent Authority for such call. Call Redemption Date: [•]] Where CRR and/or Competent Authority are referred to herein the respective terms shall have the following meaning: "CRR" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (<i>Capital Requirements Regulation</i>), as amended or replaced from time to time, and any references herein to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time. "Competent Authority" means the competent authority pursuant to Article 4 (1)(40) CRR which is responsible to supervise the Issuer on an individual and/or consolidated basis.

		<i>[In the case of Covered Bank Bonds, insert:</i> Early Redemption for Reasons of Taxation The Covered Bank Bonds may - upon prior notice - be declared repayable at the option of the Issuer, if as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations the Issuer is required to pay Additional Amounts. <i>[If Covered Bank Bonds are subject to Early Redemption at the Option of the Issuer, insert:</i> Early Redemption at the Option of the Issuer The Issuer may, upon giving notice of Early Redemption, redeem the Covered Bank Bonds in whole or in part on the Call Redemption Date[s] at the [Call Redemption Amount[s]] [Call Redemption Rate[s]] together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date. Call Redemption Date[s]: [•] [Call Redemption Amount[s]] [Call Redemption Rate[s]]: [•].] <i>[If Covered Bank Bonds are subject to Early Redemption at the Option of the Holder, insert:</i> Early Redemption at the Option of the Holder Each Holder has the right to claim an Early Redemption of the Covered Bank Bonds in whole or in part on the Optional Early Redemption Date[s] at the [Optional Early Redemption Amount[s]] [Optional Early Redemption Rate[s]], together with any interest accrued until the [relevant] Optional Early Redemption Date (excluding). Optional Early Redemption Date[s]: [•] Optional Early Redemption Amount[s]] [Optional Early Redemption Rate[s]]: [•]]] <i>[In the case of Eligible Notes, insert:</i> <i>[If Eligible Notes are subject to Early Redemption for reasons of taxation, insert:</i> Early Redemption for Reasons of Taxation Notes may, upon giving prior notice of Early Redemption for reasons of taxation, be declared repayable at the option of the Issuer in whole, but not in part, at their [Early Redemption Amount] [Early Redemption Rate] provided that – if and to the extent required - the prior permission of the Competent Authority and/or the Resolution Authority for the Early Redemption has been obtained by the Issuer and any other pre-conditions have been complied with.]

		Early Redemption for Regulatory Reasons The Issuer may call the Eligible Notes for Early Redemption at any time in if there is a change in the regulatory classification of the Eligible Notes that would be likely to result or has resulted in their exclusion in full or in part from liabilities eligible for the minimum requirements for own funds and eligible liabilities (MREL) pursuant to BaSAG on an unlimited and uncapped basis. Any such Early Redemption is subject to - if and to the extent required - the prior permission of the Competent Authority and/or the Resolution Authority for the Early Redemption having been obtained by the Issuer and any other pre-conditions having been complied with. [[Final] Early Redemption Amount] [[Final] Early Redemption Rate]: [●] <i>If Eligible Notes are subject to Early Redemption at the Option of the Issuer, insert:</i> Early Redemption at the Option of the Issuer The Issuer may, upon giving notice of Early Redemption, redeem the Notes in whole or in part on the Call Redemption Date[s] at the [Call Redemption Amount[s]] [Call Redemption Rate[s]] together with any interest accrued until the [relevant] Call Redemption Date (excluding) provided that – if and to the extent required - the prior permission of the Competent Authority and/or the Resolution Authority for the Early Redemption has been obtained by the Issuer and any other pre-conditions have been complied with. Call Redemption Date[s]: [●] [Call Redemption Amount[s]] [Call Redemption Rate[s]]: [●].] <i>If Eligible Notes are subject to Early Redemption at the Option of the Holder, insert:</i> Early Redemption at the Option of the Holder Each Holder has the right to claim an Early Redemption of the Notes in whole or in part on the Optional Early Redemption Date[s] at the [Optional Early Redemption Amount[s]] [Optional Early Redemption Rate[s]], together with any interest accrued until the [relevant] Optional Early Redemption Date (excluding) provided that – if and to the extent required - the prior permission of the Competent Authority and/or the Resolution Authority for the Early Redemption has been obtained by the Issuer and any other pre-conditions have been complied with. Optional Early Redemption Date[s]: [●] [Optional Early Redemption Amount[s]] [Optional Early Redemption Rate[s]]: [●]]] Where CRR and/or the Competent Authority and/or Resolution Authority is referred to herein the respective terms shall have the following meaning:

		"CRR" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (<i>Capital Requirements Regulation</i>), as amended or replaced from time to time, and any references herein to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time. "Competent Authority" means the competent authority pursuant to Article 4(1)(40) CRR which is responsible to supervise the Issuer on an individual and/or consolidated basis. "Resolution Authority" means the resolution authority pursuant to Article 4(1)(130) CRR which is responsible for recovery or resolution of the Issuer on an individual and/or consolidated basis.] Interest payments on the Notes: [Please see [Element C.9] [Element C.18] below.][Not applicable.]
		Ranking of the Notes (Status) [If Ordinary Senior Notes, insert: The obligations under the Ordinary Senior Notes constitute direct, unsecured and unsubordinated obligations of the Issuer ranking in the event of normal insolvency proceedings (bankruptcy proceedings) or liquidation of the Issuer <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated instruments or obligations of the Issuer except for any instruments or obligations preferred or subordinated by law.] [If Subordinated Notes, insert: The Subordinated Notes constitute direct, unsecured and subordinated obligations of the Issuer and shall qualify as Tier 2 Instruments (as defined below). In the event of normal insolvency proceedings (bankruptcy proceedings) or liquidation of the Issuer, any claim on the principal amount under the Subordinated Notes will rank: (a) junior to all present or future unsecured and unsubordinated instruments or obligations of the Issuer; (b) <i>pari passu</i>: (i) among themselves; and (ii) with all other present or future Tier 2 Instruments and other subordinated instruments or obligations of the Issuer (other than subordinated instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Subordinated Notes); and (c) senior to all present or future claims under: (i) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (ii) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; and (iii) all other subordinated instruments or obligations of the Issuer ranking or expressed to rank junior to the Subordinated Notes.

		Where: "CRR" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (<i>Capital Requirements Regulation</i>), as amended or replaced from time to time, and any references herein to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time. "Tier 2 Instruments" means any (directly or indirectly issued) capital instruments of the Issuer that qualify as Tier 2 instruments pursuant to Article 63 CRR, including any capital instruments that qualify as Tier 2 instruments pursuant to transitional provisions under the CRR.] [If Covered Bank Bonds, insert: Covered Bank Bonds constitute secured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> amongst themselves with respect to the same cover pool.] [If Eligible Notes, insert: The Notes shall qualify as Eligible Liabilities Instruments (as defined below). [in the case of ordinary senior Eligible Notes, insert: The obligations under the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer ranking in the event of normal insolvency proceedings (bankruptcy proceedings) or liquidation of the Issuer <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated instruments or obligations of the Issuer except for any instruments or obligations preferred or subordinated by law.]] [in the case of non-preferred senior Eligible Notes, insert: The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer, provided that they are non-preferred senior obligations of the Issuer under debt instruments which meet the criteria pursuant to § 131(3)(1) to (3) BaSAG. Therefore, in the event of normal insolvency proceedings (bankruptcy proceedings) of the Issuer, claims on the principal amount of the Notes rank: (a) junior to all other present or future unsecured and unsubordinated instruments or obligations of the Issuer which do not meet the criteria pursuant to § 131(3)(1) to (3) BaSAG; (b) <i>pari passu</i>: (i) among themselves; and (ii) with all other present or future non-preferred senior instruments or obligations of the Issuer which meet the criteria pursuant to § 131(3)(1) to (3) BaSAG (other than senior instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Notes); and (c) senior to all present or future claims under: (i) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; (ii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (iii) Tier 2 instruments pursuant to Article 63 CRR of the Issuer; and (iv) all other subordinated instruments or obligations of the Issuer.]

		Where: "BaSAG" means the Austrian Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz), as amended from time to time and any references herein to relevant provisions of the BaSAG include references to any applicable provisions of law amending or replacing such provisions from time to time. "CRR" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (<i>Capital Requirements Regulation</i>), as amended or replaced from time to time, and any references herein to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time. "Eligible Liabilities Instruments" means any (directly issued) debt instruments of the Issuer that qualify as eligible liabilities instruments pursuant to Article 72b CRR and/or § [100(2)][insert other relevant provision] BaSAG, as the case may be, which are included in the amount to be complied with for the minimum requirements for own funds and eligible liabilities pursuant to the BaSAG, including any debt instruments that qualify as eligible liabilities instruments pursuant to transitional provisions under the CRR and/or the BaSAG, as the case may be.] Limitations to rights attached to the Notes The presentation period provided in § 801 subparagraph 1 of the German Civil Code (<i>Bürgerliches Gesetzbuch</i>) ("BGB") in relation to the Notes is [(i)] [reduced to] [ten] [insert other number of years] [years] [unlimited] in respect of principal [including accrued interest][.] [and (ii)] [limited to] [four] [insert other number of years] [years] [unlimited] in respect of interest].
[C.9⁴	Please read Element C.8 together with the information below.	
	- Nominal interest rate - Date from which interest becomes payable and the due dates for interest - Description of the underlying, if any - Maturity date and repayment procedures - Indication of yield	[In the case of Fixed Rated [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes], insert: Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") to (but excluding) the [last] [Coupon Date] [Interest Payment Date]. The rate of interest is [insert Rate of Interest] per cent [per annum] [insert other period]. Indication of Yield The yield equals [insert yield] per cent per [●] [based on [insert]].

⁴ To be deleted if Notes are issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation.

		Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Redemption Month and Redemption Year]]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/fixed Final Redemption Rate]] [In the case of Step-Up/Step-Down Fixed Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes], insert: Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") for – the first [insert number if applicable] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year]], with an interest rate of [insert Rate of Interest] per cent [<i>per annum</i>] [insert other period] [[and][,]. – [insert provisions for further Interest Periods: [●]] – the [last] [insert number if necessary] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year]], with an interest rate of [insert Rate of Interest] per cent [<i>per annum</i>] [insert other period]. Indication of Yield The yield equals [insert yield] per cent per [●][based on [insert]]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Redemption Month and Redemption Year]]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/fixed Final Redemption Rate]] [In the case of Fixed-to-Fixed Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes], insert: Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") for

		– the first [insert number if necessary] Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the [in case of no adjustment of Interest Period insert: [first] [insert another number] Coupon Date] [i.e. [insert date]] [in case of an adjustment of Interest Period insert: [first] [insert another number] Interest Payment Date] [on] [in] [insert [date][month][year]] [annually] [semi-annually] [quarterly] with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] (the "Initial Interest Rate"). – [From the [•] Interest Period, that is from (and including) the [•] [Coupon Date] [Interest Payment Date] [on][in] [insert [date][month][year]] (the "[•] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: [•] Coupon Date] [in case of an adjustment of Interest Period insert: [•] Interest Payment Date] [on][in] [insert [date][month][year]] the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[•] Reset Interest Rate").] – [[•]][Thereafter] [F][f]from the [•] Interest Period, that is from (and including) the [•] [Coupon Date] [Interest Payment Date] [on][in] [insert [date][month][year]] (the "[•] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: last Coupon Date] [in case of an adjustment of Interest Period insert: Maturity Date] [on][in] [insert [date][month][year]] the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[•] Reset Interest Rate"). ["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [•] Interest Period] as [•] [for the [•] Interest Period] as [•] [insert further].] Indication of Yield The yield equals [insert yield] per cent <i>per annum</i> until [insert Interest Adjustment Date] [based on [insert]]. The fixed rate of interest will be reset with effect as from the [insert Interest Adjustment Date], as a result of which the yield to maturity cannot be specified. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Month / Redemption Year]]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/fixed Final Redemption Rate]

		Specified Interest Rate x N/[T] [plus][minus][a Margin in the amount of] [●] per cent. per annum, whereby "Specified Interest Rate" is a fixed interest rate. "R-Business Day" means any day (other than a Saturday or a Sunday) on which [the Clearing System] <i>[if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET"))</i> [is][are] operational] <i>[if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].</i> ["Reference Rate Determination Date"]is [the [second] [●] [each] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of a[n] [preceding] Interest Period.] [specify] [In case of [Dual-] Range Accrual Notes insert: "N" is the number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below][above][or][equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below][above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period. "T" is the actual number of [calendar days][R-Business Days] in the relevant Interest Period.] "R-Business Day" means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] [if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].] ["Margin" corresponds to a surcharge or disagio in percentage points.] [In case of [Dual-]Range Accrual Notes insert: Calendar days: With regard to calendar days which are no R-Business Days the Reference Rate [1 and Reference Rate 2] of the immediately preceding R-Business Day appl[y][ies].] [In case of [Dual-]Range Accrual Notes insert: Cut-off days: With regard to any [calendar days][R-Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies].] The Reference Cut-Off Day corresponds to the [second] [●] R-Business Day preceding the [Coupon Date] [Interest Payment Date] of the relevant Interest Period].]

		[In case of [Dual-]Digital Notes insert: "N" has a value of 1 in the relevant Interest Period, if the Reference Rate [1] is [[above][below] [or] [equal to] the Digital Minimum [1]] [and][or] [[above][below] [or] [equal to] the Digital Maximum] [and Reference Rate 2 is [[above][below] [or] [equal to] the Digital Minimum 2] [and][or] [[above][below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.] <table border="1"> <thead> <tr> <th><i>Interest Period</i></th><th><i>Speci- fied Interest Rate in per cent. p.a.</i></th><th><i>[Digital Mini- mum [1]]</i></th><th><i>[Digital Maxi- mum [1]]</i></th><th><i>[Digital Mini- mum 2]</i></th><th><i>[Digital Maxim um 2]</i></th><th><i>[Margin]</i></th></tr> </thead> <tbody> <tr> <td>From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> ["Digital Minimum [1]" means the minimum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Maximum [1]" means the maximum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.] ["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.]					<i>Interest Period</i>	<i>Speci- fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini- mum [1]]</i>	<i>[Digital Maxi- mum [1]]</i>	<i>[Digital Mini- mum 2]</i>	<i>[Digital Maxim um 2]</i>	<i>[Margin]</i>	From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]							From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]						
<i>Interest Period</i>	<i>Speci- fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini- mum [1]]</i>	<i>[Digital Maxi- mum [1]]</i>	<i>[Digital Mini- mum 2]</i>	<i>[Digital Maxim um 2]</i>	<i>[Margin]</i>																					
From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]																											
From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]																											

		Reference Rate [1] <i>[If the Reference Rate [1] is a Reference Interest Rate, insert:</i> will be the Reference Interest Rate [1] [, however, should such Reference Interest Rate [1] be below 0.00 per cent p.a., a Reference Interest Rate [1] of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate [1] is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate [1] [,however, should such Reference CMS Rate [1] be below 0.00 per cent p.a., a Reference CMS Rate [1] of 0.00 per cent p.a. will be applied,] all as determined by the Calculation Agent. <i>[If the Reference Rate [1] is a Reference Exchange Rate, insert:</i> will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate [1]"), expressed as amount of units in [insert other currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate [1] Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent. Reference Rate 2 <i>[If the Reference Rate 2 is a Reference Interest Rate, insert:</i> will be Reference Interest Rate 2 [, however, should such Reference Rate 2 be below 0.00 per cent p.a., a Reference Interest Rate 2 of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate 2 is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate 2 [,however, should such Reference CMS Rate 2 be below 0.00 per cent p.a., a Reference CMS Rate 2 of 0.00 per cent p.a. will be applied,] all as determined by the Calculation Agent.] <i>[If the Reference Rate 2 is a Reference Exchange Rate, insert:</i> will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate 2"), expressed as amount of units in [insert other currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate 2 Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent.]

		<i>[In case the rate of interest shall be determined on the basis of HICP, insert:</i> The rate of interest for each Interest Period shall be expressed as a rate in per cent <i>per annum</i> ("Ian(t)") and calculated by the Calculation Agent in accordance with the following formula: $I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HICP(t) - HICP(t-1)) / HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value }] [+][-] [\text{Margin}]$ "HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)]. "HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)]. "Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].] "Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].] "Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].] "Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].] "Margin" means a defined [number][number of percentage points] and has been determined as [●].] "HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone, which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date. "Screen Page" means [insert Screen Page].] <i>[In case a minimum rate of interest applies insert: Minimum Rate of Interest:</i> If the rate of interest in respect of [the first] [the [●]] [any] interest period determined in accordance with the above provisions is less than [insert minimum rate of interest], the rate of interest for such interest period shall be [insert minimum rate of interest] (<i>Floor</i>).] <i>[In case a maximum rate of interest applies insert: Maximum Rate of Interest:</i> If the rate of interest in respect of [the first] [the [●]] [any] interest period determined in accordance with the above provisions is greater than [insert maximum rate of interest], the rate of interest for such interest period shall be [insert maximum rate of interest] (<i>Cap</i>).] Underlying of the Interest Rate [EURIBOR] [LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [other Reference [Interest] Rate] [insert relevant currency][exchange rate] [CMS] [HICP]. [The payment of [●][interest][Specified Interest Rate] is dependent [of][on][please specify]]. Indication of Yield The calculation of the yield is not possible.

		Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Month / Redemption Year]]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/fixed Final Redemption Rate] [In the case of Fixed to [Fixed to] Floating Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert: Interest (Fixed Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [insert date] (the "Interest Commencement Date") to (but excluding) the [in case of no adjustment of Fixed Interest Period insert: [last] Fixed Coupon Date] [, i.e. [insert date]] [in case of an adjustment of Fixed Interest Period insert: [first][●][last] Fixed Interest Payment Date] (the "Fixed Interest Rate Period"). "Interest Exchange Day" means [the [last] Fixed Coupon Date,] i.e. [insert date]] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. [insert [last] Fixed Coupon Date]]]. [In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is [insert Rate of Interest] per cent [<i>per annum</i>] [insert other period] (the "Fixed Interest Rate").]
		[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [insert Rate of Interest] per cent [<i>per annum</i>] [,][and] [for the [n-th] Fixed Interest Period from the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] to the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] [insert Rate of Interest] per cent [<i>per annum</i>]] [,][and] [insert further/other period] (the relevant "Fixed Interest Rate[s]").] Interest (Floating Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) the Interest Exchange Day to (but excluding) the [last] [Floating Coupon Date] [Floating Interest Payment Date or Maturity Date. Floating Interest on the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be payable on each Floating Interest Payment Date.

		<i>[In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:</i> The floating rate of interest for [the][each] Floating Interest Period will be Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied] <i>[in case of multiplication with a factor, insert:</i>, multiplied by the [positive][negative] Factor [and subsequently]] <i>[in case of a Margin insert:</i> [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] <i>[insert other time period]</i>. ["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] <i>[insert number]</i> <i>[insert further]</i>.] ["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] <i>[insert further]</i>.] <i>[In case the rate of interest shall be calculated on the basis of a Reference CMS Rate, the following applies:</i> The rate of interest for each Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent in accordance with the following formula: [Min][Max] [{][Max][Min] [(][[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [-] [+] [[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [+] [-] [Margin]])] ; [(][[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [-] [+] [[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [+] [-] [Margin]])] ; [(][[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [-] [+] [[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [+] [-] [Margin]])] ; [(][[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [-] [+] [[●]-year(s) <i>[insert relevant currency]</i> CMS [* Factor]] [+] [-] [Margin]])] ["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] <i>[insert further]</i>.] ["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] <i>[insert further]</i>.] <i>[In case the floating rate of interest shall be calculated on the basis of a reference rate[s], according to the following formula ([Dual] [Digital Notes][Range Accrual Notes]), insert:</i> The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate of interest <i>per annum</i> and calculated in accordance with the following formula: Specified Interest Rate x N/[T] [plus][minus][a Margin in the amount of] [●] per cent. per annum, whereby <i>"Specified Interest Rate" is a fixed interest rate.</i>

	["R-Business Day" means any day (other than a Saturday or a Sunday) on which [the Clearing System] <i>[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:</i> [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] <i>[if the Specified Currency is not EUR or if needed for other reasons insert:</i> [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].] ["Reference Rate Determination Date" is [the [second] [●] [each] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of a[n] [preceding] Interest Period.][specify] [In case of [Dual-] Range Accrual Notes insert: "N" is the number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below][above][or][equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below][above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period. "T" is the actual number of [calendar days][R-Business Days] in the relevant Interest Period.] ["Margin" corresponds to a surcharge or disagio in percentage points.] [In case of [Dual-]Range Accrual Notes insert: Calendar days: With regard to calendar days which are no R-Business Days the Reference Rate [1 and Reference Rate 2] of the immediately preceding R-Business Day appl[y][ies].] [In case of [Dual-]Range Accrual Notes insert: Cut-off days: With regard to any [calendar days][R-Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies].] The Reference Cut-Off Day corresponds to the [second] [●] R-Business Day preceding the [Coupon Date] [Interest Payment Date] of the relevant Interest Period].] [In case of [Dual-]Digital Notes insert: "N" has a value of 1 in the relevant Interest Period, if the Reference Rate [1] is [[above][below] [or] [equal to] the Digital Minimum] [and][or] [[above][below] [or] [equal to] the Digital Maximum] [Reference Rate 2 is [[above][below] [or] [equal to] the Digital Minimum 2] [and][or] [[above][below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.] <table><tr><th><i>Interest Period</i></th><th><i>Speci-fied Interest Rate in per cent. p.a.</i></th><th><i>[Digital Mini-mum [1]]</i></th><th><i>[Digital Maxi-mum [1]]</i></th><th><i>[Digital Mini-mum 2]</i></th><th><i>[Digital Maxim um 2]</i></th><th><i>[Margin]</i></th></tr><tr><td>From (and including) [insert date] until [but exclu-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	<i>Interest Period</i>	<i>Speci-fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini-mum [1]]</i>	<i>[Digital Maxi-mum [1]]</i>	<i>[Digital Mini-mum 2]</i>	<i>[Digital Maxim um 2]</i>	<i>[Margin]</i>	From (and including) [insert date] until [but exclu-						
<i>Interest Period</i>	<i>Speci-fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini-mum [1]]</i>	<i>[Digital Maxi-mum [1]]</i>	<i>[Digital Mini-mum 2]</i>	<i>[Digital Maxim um 2]</i>	<i>[Margin]</i>									
From (and including) [insert date] until [but exclu-															

		ding] [insert date]						
		From (and includ- ing) [insert date] until [but exclud- ing] [insert date]						
["Digital Minimum 1]" means the minimum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Maximum 1]" means the maximum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.] ["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.] Reference Rate [1] <i>[If the Reference Rate [1] is a Reference Interest Rate, insert:</i> will be the Reference Interest Rate [1] [, however, should such Reference Interest Rate [1] be below 0.00 per cent p.a., a Reference Interest Rate [1] of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate [1] is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate [1] [,however, should such Reference CMS Rate [1] be below 0.00 per cent p.a., a Reference CMS Rate [1] of 0.00 per cent p.a. will be applied,] all as determined by the Calculation Agent. <i>[If the Reference Rate [1] is a Reference Exchange Rate, insert:</i> will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate [1]"), expressed as amount of units in [insert currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate [1] Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent.								

		Reference Rate 2 <i>[If the Reference Rate 2 is a Reference Interest Rate, insert:</i> will be Reference Interest Rate 2 [, however, should such Reference Rate 2 be below 0.00 per cent p.a., a Reference Interest Rate 2 of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate 2 is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate 2 [,however, should such Reference CMS Rate 2 be below 0.00 per cent p.a., a Reference CMS Rate 2 of 0.00 per cent p.a. will be applied,], all as determined by the Calculation Agent.] <i>[If the Reference Rate 2 is a Reference Exchange Rate, insert:</i> will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate 2"), expressed as amount of units in [insert currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate 2 Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent.]
		<i>[In case the rate of interest shall be calculated on the basis of HICP, insert:</i> The rate of interest for each Interest Period shall be expressed as a rate in per cent per annum ("Ian(t)") and calculated by the Calculation Agent in accordance with the following formula: $I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HICP(t) - HICP(t-1)) / HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value }] [+][-] [\text{Margin}]$ "HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)]. "HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)]. "Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].] "Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].] "Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].] "Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].] "Margin" means a defined [number][number of percentage points] and has been determined as [●].]

	"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone, which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date. "Screen Page" means [insert Screen Page].]				
	[In case a minimum rate of interest applies insert: Minimum Rate of Interest: If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is less than [insert minimum rate of interest], the rate of interest for such floating interest period shall be [insert minimum rate of interest] (<i>Floor</i>).] [In case a maximum rate of interest applies insert: Maximum Rate of Interest: If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is greater than [insert maximum rate of interest], the rate of interest for such floating interest period shall be [insert maximum rate of interest] (<i>Cap</i>).]				
	Underlying of the Interest Rate [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference [Interest] Rate] [insert relevant currency] [insert relevant exchange rate] [CMS] [HICP] [The payment of [●][interest][Specified Interest Rate] is dependent [of][on][please specify]]. Indication of Yield [The yield for the respective Fixed Interest Period is as follows: <table><tr><td>Fixed Interest Period</td><td>Yield</td></tr><tr><td>[●]</td><td>[●]</td></tr></table>] [The calculation of the yield is [not possible] [only possible for the Fixed Interest Period [based on [insert]]].] [The yield equals at least [●] per cent per annum[, based on the Initial Issue Price on the first day of the public offer in [●], on [●], and the minimum Final Redemption Rate of [100.00] per cent of the principal amount]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [Interest Payment Date falling in [insert Month/Redemption Year]]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/fixed Final Redemption Rate]]	Fixed Interest Period	Yield	[●]	[●]
Fixed Interest Period	Yield				
[●]	[●]				

		<i>[In case the rate of interest shall be calculated on the basis of HICP, insert:</i> The rate of interest for each Interest Period shall be expressed as a rate in per cent per annum ("Ian(t)") and calculated by the Calculation Agent in accordance with the following formula: $I_{an}(t) = [\text{Min}\{ \} [\text{Max}\{ \} (HICP(t) - HICP(t-1))/HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value } \}] [+][-] [\text{Margin}]]$ "HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)]. "HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)]. "Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].] "Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].] "Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].] "Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].] "Margin" means a defined [number][number of percentage points] and has been determined as [●].] "HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone, which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date. "Screen Page" means [insert Screen Page].] <i>[In case a minimum rate of interest applies insert: Minimum Rate of Interest:</i> If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is less than [insert minimum rate of interest], the rate of interest for such floating interest period shall be [insert minimum rate of interest] (<i>Floor</i>).] <i>[In case a maximum rate of interest applies insert: Maximum Rate of Interest:</i> If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is greater than [insert maximum rate of interest], the rate of interest for such floating interest period shall be [insert maximum rate of interest] (<i>Cap</i>).] Interest (Fixed Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Exchange Day] to (but excluding) the [insert (last) Fixed Coupon Date] [the Maturity Date] ("Fixed Interest Rate Period"). The rate of interest for the Fixed Interest Rate Period is [insert Rate of Interest] [●] per cent [<i>per annum</i>] [insert other term].

	Underlying of the Interest Rate [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference Interest Rate] [insert relevant currency] [CMS] [HICP] Indication of Yield [The yield for the respective Fixed Interest Period is as follows: <table><tr><td>Fixed Interest Period</td><td>Yield</td></tr><tr><td>[●]</td><td>[●]</td></tr></table>] [The calculation of the yield is [not possible] [only possible for the Fixed Interest Period [based on [insert]]].] [The yield equals at least [●] per cent per annum[, based on the Initial Issue Price on the first day of the public offer in [●], on [●], and the minimum Final Redemption Rate of [100.00] per cent of the principal amount]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [Interest Payment Date falling in [insert Month / Redemption Year]]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/Fixed Final Redemption Rate] [In the case of Zero Coupon [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert: Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] are issued at a [discount][premium] on the [principal amount][Final Redemption Amount]. There are no interest payments. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date]. [Final Redemption Amount][Fixed Final Redemption Rate]: [insert Final Redemption Amount/fixed Final Redemption Rate] Discount: [●] Premium: [●] Indication of Yield The [Amortisation Yield] [yield] equals [insert yield] per cent per [●][based on [insert]]].]	Fixed Interest Period	Yield	[●]	[●]
Fixed Interest Period	Yield				
[●]	[●]				

	Repayment Procedure	Payment of principal [and interest] in respect of Notes shall be made in cash credited to the accounts of the Holders.
	Name of the representative of the Holders:	[Not applicable. No common representative of the Holders is named in the conditions of the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes].] [The Holders may by majority resolution appoint a common representative.]
		[Pursuant to the conditions of the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes], the common representative of the Holders is: [insert common representative of the Holders]]
		The applicability of the provisions of the Austrian Notes Trustee Act (<i>Kuratorenengesetz</i>) and the Austrian Notes Trustee Supplementation Act (<i>Kuratorenenergänzungsgesetz</i>) is explicitly excluded in relation to the Notes. [Not applicable. The German Act on Debt Securities (<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"</i>) is not applicable.]]
[C.10⁵	Please read Element C.9 together with the information below.	
	Derivative component in interest payment, if any	[Not applicable, there is no derivative component in the interest payment.] [The applicable rate of interest is floating and is depending on the [EURIBOR] [LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference Interest Rate] [insert relevant currency] [Swap Rate] [CMS rate] [unrevised Harmonised Index of Consumer Prices (excluding Tobacco) ("HCIP")][other Reference Rate] [The payment of [the applicable rate of] interest is dependent on [please specify]. In case of an increase in the [EURIBOR] [LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference Interest Rate] [insert relevant currency] [Swap Rate] [CMS rate] [HCIP], [the rate of interest applicable to the relevant interest period [increases] [decreases], and thus the yield of the investment for the investor.][and if the condition relating to the [Digital [Minimum][Maximum] is met, payment of interest will be omitted [for the respective interest period].] [Specify for [Dual] [Digital] [Range Accrual] Notes] In case of a decrease in the [EURIBOR] [LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference Interest Rate] [insert relevant currency] [Swap Rate] [CMS rate] [HCIP], [the rate of interest applicable top the relevant interest period [increases] [decreases], and thus the yield of the investment for the investor. .][and if the condition relating to the [Digital [Minimum][Maximum] is met, payment of interest will be omitted [for the respectice interest period].]]

⁵ To be deleted if Notes are issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation.

[C.11 ⁶]	Application for admission to trading (regulated market or other equivalent markets)	[Application [has been made][will be made] to [commence][admit] these Notes to be issued under the Programme to trading on the [regulated market ([insert market segment])] of following stock exchange[s]:] [Luxembourg Stock Exchange] [,] [Vienna Stock Exchange] [,] [SIX Swiss Exchange] [●].] [The Notes have been provisionally admitted to trading on the SIX Swiss Exchange with effect from [●].] [Application [has been made][will be made] for the Notes to be listed in accordance with the Standard for Bonds on the SIX Swiss Exchange.] [The last day of trading of the Notes is expected to be [●].] [Application [has been made][will be made] to admit these Notes to be issued under the Programme to trading on the non-regulated market segments of the following stock exchange(s): [Luxembourg Stock Exchange] [Vienna Stock Exchange] [SIX Swiss Exchange] [●].] [Not applicable. The Issuer does not intend to make any application for these Notes [to be admitted] to trading on any stock exchange.]]
[C.15 ⁷]	Description of how the value of the investment is affected by the value of the underlying instrument	[The value of the redemption of] [and] [[The] [the] amount of interest payments under] the Notes depend[s] on the performance of the [underlying][Index][●]. The underlying [Index] is subject to daily fluctuations. The value of the Notes may decrease or increase during their term, depending on the performance of the [underlying] [Index][●]. [However[, [I][i]n accordance with the applicable formula (as set out in element C.8 above) for the calculation of the redemption amount,] [T][t]he redemption amount may not be less than the principal amount of the Notes.] <i>[In the case of Ordinary Senior Notes with an Auto-Redemption-Condition, insert:</i> Automatic Redemption If the Auto-Redemption-Condition according to lit. b) is fulfilled on [the] [a relevant] Observation Day, the Ordinary Senior Notes will be redeemed in whole at their applicable [Auto-Redemption-Amount][Auto-Redemption-Rate] on the respective Auto-Redemption-Date [as set out in the table below (f)] [which immediately follows the Observation Day, on which the Auto-Redemption-Condition was fulfilled [and observed for the first time]]; otherwise the Ordinary Senior Notes shall be redeemed at their [Final Redemption Amount] [Final Redemption Rate] on the Maturity Date. [See Element C.8]
[C.16 ⁸]	The expiration or maturity date of the derivative securities – the exercise date or final reference date	The maturity date of the Notes is [[insert Maturity Date]] [the [Coupon Date] [Interest Payment Date] falling in [insert Redemption Month and Redemption Year]]. The final reference date of the Notes is [insert redemption determination date] (the "Redemption Determination Date").]

⁶ To be deleted if Notes are issued with a denomination of at least EUR 100,000 or the equivalent in another currency.

⁷ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

⁸ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

[C.17 ⁹]	Description of the settlement procedure of the derivative securities	Settlement of the Notes shall be made through the clearing system through payment of the [index][FX-][x-] linked Final Redemption Rate to the Holders.]
[C.18 ¹⁰]	Description of how the return on derivative securities takes place	<i>[In the case of Fixed Rated [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert:</i> Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") to (but excluding) the [last] [Coupon Date] [Interest Payment Date]. The rate of interest is [insert Rate of Interest] per cent [per annum] [insert other period]. Indication of Yield The yield equals [insert yield] per cent per [●][based on [insert]]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Redemption Month and Redemption Year]]. Index-linked Final Redemption Rate: [insert Index-linked Final Redemption Rate]] <i>[In the case of Step-Up/Step-Down Fixed Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert:</i> Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") for – the first [insert number if necessary] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year]], with an interest rate of [insert Rate of Interest] per cent [<i>per annum</i>] [insert other period] [[and][,]. – [insert provisions for further Interest Periods: [●]] – the [last] [insert number if necessary] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year]], with an interest rate of [insert Rate of Interest] per cent [<i>per annum</i>] [insert other period].

⁹ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

¹⁰ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

		Indication of Yield The yield equals [insert yield] per cent per [●][based on [insert]]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert <i>Redemption Month and Redemption Year</i>]]. Index-linked Final Redemption Rate: [insert Index-linked Final Redemption Rate]] [In the case of Fixed-to-Fixed Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert: Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") for – the first [insert number if applicable] Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the [in case of no adjustment of Interest Period insert: [first] [insert another number] Coupon Date] [i.e. [insert date]] [in case of an adjustment of Interest Period insert: [first] [insert another number] Interest Payment Date] [on] [in] [insert [date][month][year]] [annually] [semi-annually] [quarterly] with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] (the "Initial Interest Rate") – [From the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [insert [date][month][year]] (the "[●] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: [●] Coupon Date] [in case of an adjustment of Interest Period insert: [●] Interest Payment Date] [on][in] [insert [date][month][year]] the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").] – [[●]][Thereafter] [F][f]rom the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [insert [date][month][year]] (the "[●] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: last Coupon Date] [in case of an adjustment of Interest Period insert: Maturity Date] [on][in] [insert [date][month][year]] the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]

		["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].] Indication of Yield The yield equals [insert yield] per cent <i>per annum</i> until [insert Interest Adjustment Date] [based on [insert]]. The fixed rate of interest will be reset with effect as from the [insert Interest Adjustment Date], as a result of which the yield to maturity cannot be specified. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Month / Redemption Year]]. Index-linked Final Redemption Rate: [insert Index-linked Final Redemption Rate]
		[In the case of Floating Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert: Interest The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") to (but excluding) the [[last] Coupon Date] [last Interest Payment Date][Maturity Date]. [In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert: The rate of interest for [the][each] Interest Period will, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] [in case of multiplication with a factor, insert:, multiplied by the [positive][negative] Factor [and subsequently]] [in case of a Margin insert: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] [insert other time period]. ["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [insert number] [insert further].] ["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].] [In case the rate of interest shall be calculated on the basis of Reference CMS-Rate, the following applies: The rate of interest for each Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent in accordance with the following formula:

		[Min][Max] [{][Max][Min] [(][[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]]); [(][[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]]); [(][[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] +)[-][Margin]]}] ["Factor"] means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].] ["Margin"] corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [insert further].]
		<i>[In case the floating rate of interest shall be calculated on the basis of a reference rate[s], according to the following formula ([Dual] [Digital Notes][Range Accrual Notes]), insert:</i> The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate of interest <i>per annum</i> and calculated in accordance with the following formula: Specified Interest Rate x N/[T] [plus][minus][a Margin in the amount of] [●] per cent. per annum, whereby "Specified Interest Rate" is a fixed interest rate. ["R-Business Day"] means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] [is][are] operational [if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres]. ["Reference Rate Determination Date"] is [the [second] [●] [each] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of a[n] [preceding] Interest Period.][specify] [In case of [Dual-] Range Accrual Notes insert: "N" is the number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below][above][or][equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below][above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period. "T" is the actual number of [calendar days][R-Business Days] in the relevant Interest Period.] ["Margin"] corresponds to a surcharge or disagio in percentage points.] [In case of [Dual-]Range Accrual Notes insert: Calendar days: With regard to calendar days which are no R-Business Days the Reference Rate [1 and Reference Rate 2] of the immediately preceding R-Business Day appl[y][ies].]

		[In case of [Dual-]Range Accrual Notes insert: Cut-off days: With regard to any [calendar days][R-Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies].] The Reference Cut-Off Day corresponds to the [second] [●] R-Business Day preceding the [Coupon Date] [Interest Payment Date] of the relevant Interest Period[.].] [In case of [Dual-]Digital Notes insert: "N" has a value of 1 in the relevant Interest Period, if the Reference Rate [1] is [[above][below] [or] [equal to] the Digital Minimum] [and][or] [[above][below] [or] [equal to] the Digital Maximum] [Reference Rate 2 is [[above][below] [or] [equal to] the Digital Minimum 2] [and][or] [[above][below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.] <table><tr><th><i>Interest Period</i></th><th><i>Speci-fied Interest Rate in per cent. p.a.</i></th><th><i>[Digital Mini-mum [1]]</i></th><th><i>[Digital Maxi-mum [1]]</i></th><th><i>[Digital Mini-mum 2]</i></th><th><i>[Digital Maxim-um 2]</i></th><th><i>[Margin]</i></th></tr><tr><td>From (and inclu-ding) [insert date] until [but exclu-ding] [insert date]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>From (and inclu-ding) [insert date] until [but exclu-ding] [insert date]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> ["Digital Minimum [1]" means the minimum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Maximum [1]" means the maximum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.]	<i>Interest Period</i>	<i>Speci-fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini-mum [1]]</i>	<i>[Digital Maxi-mum [1]]</i>	<i>[Digital Mini-mum 2]</i>	<i>[Digital Maxim-um 2]</i>	<i>[Margin]</i>	From (and inclu-ding) [insert date] until [but exclu-ding] [insert date]							From (and inclu-ding) [insert date] until [but exclu-ding] [insert date]						
<i>Interest Period</i>	<i>Speci-fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini-mum [1]]</i>	<i>[Digital Maxi-mum [1]]</i>	<i>[Digital Mini-mum 2]</i>	<i>[Digital Maxim-um 2]</i>	<i>[Margin]</i>																	
From (and inclu-ding) [insert date] until [but exclu-ding] [insert date]																							
From (and inclu-ding) [insert date] until [but exclu-ding] [insert date]																							

		["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.] Reference Rate [1] <i>[If the Reference Rate [1] is a Reference Interest Rate, insert:</i> will be the Reference Interest Rate [1] [, however, should such Reference Interest Rate [1] be below 0.00 per cent p.a., a Reference Interest Rate [1] of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate [1] is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate [1] [,however, should such Reference CMS Rate [1] be below 0.00 per cent p.a., a Reference CMS Rate [1] of 0.00 per cent p.a. will be applied,] all as determined by the Calculation Agent. <i>[If the Reference Rate [1] is a Reference Exchange Rate, insert:</i> will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer]exchange rate (spot rate) ("Reference Exchange Rate [1]"), expressed as amount of units in [insert currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate [1] Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent. [Reference Rate 2] <i>[If the Reference Rate 2 is a Reference Interest Rate, insert:</i> will be Reference Interest Rate 2 [, however, should such Reference Rate 2 be below 0.00 per cent p.a., a Reference Interest Rate 2 of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate 2 is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate 2 [,however, should such Reference CMS Rate 2 be below 0.00 per cent p.a., a Reference CMS Rate 2 of 0.00 per cent p.a. will be applied,] all as determined by the Calculation Agent.]

		[If the Reference Rate 2 is a Reference Exchange Rate, insert: will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate 2"), expressed as amount of units in [insert currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate 2 Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent.]]
		[In case the rate of interest shall be determined on the basis of HICP, insert: The rate of interest for each Interest Period shall be expressed as a rate in per cent <i>per annum</i> ("Ian(t)") and calculated by the Calculation Agent in accordance with the following formula: $I_{an}(t) = [Min\{ \ } [Max\{ \ } (HICP(t) - HICP(t-1))/HICP(t-1) [*100] [* Factor] [+][-] [Surcharge] [Reduction] [;Value \ }] [+][-] [Margin]$ "HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)]. "HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)]. "Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].] "Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].] "Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].] "Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].] "Margin" means a defined [number][number of percentage points] and has been determined as [●].] "HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone, which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date. "Screen Page" means [insert Screen Page].]

		<i>[In case a minimum rate of interest applies insert: Minimum Rate of Interest:</i> If the rate of interest in respect of [the first] [the [●]] [any] interest period determined in accordance with the above provisions is less than [insert minimum rate of interest], the rate of interest for such interest period shall be [insert minimum rate of interest] (<i>Floor</i>).] <i>[In case a maximum rate of interest applies insert: Maximum Rate of Interest:</i> If the rate of interest in respect of [the first] [the [●]] [any] interest period determined in accordance with the above provisions is greater than [insert maximum rate of interest], the rate of interest for such interest period shall be [insert maximum rate of interest] (<i>Cap</i>).]
		Underlying of the Interest Rate [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference [Interest] Rate] [insert relevant currency][insert relevant exchange rate] [CMS] [HICP] [The payment of [●][interest][Specified Interest Rate] is dependent [of][on][please specify]]. Indication of Yield [The calculation of the yield is not possible.] [The yield equals at least [●] per cent per annum[, based on the Initial Issue Price on the first day of the public offer in [●], on [●], and the minimum Final Redemption Rate of [100.00] per cent of the principal amount]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [the Interest Payment Date falling in [insert Month / Redemption Year]]. [Index-linked][●] Final Redemption Rate: [insert [Index-linked][●] Final Redemption Rate]
		<i>[In the case of Fixed to [Fixed to] Floating Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert:</i> Interest (Fixed Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [insert date] (the "Interest Commencement Date") to (but excluding) the [in case of no adjustment of Fixed Interest Period insert: [first][●][last] Fixed Coupon Date] [, i.e. [insert date]] [in case of an adjustment of Fixed Interest Period insert: [first][●][last] Fixed Interest Payment Date] (the "Fixed Interest Rate Period"). "Interest Exchange Day" means [the [last] Fixed Coupon Date,] i.e. [insert date]] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. [insert [last] Fixed Coupon Date]].

		<i>[In case of one interest rate for the entire Fixed Interest Rate Period, insert:</i> The rate of interest for the Fixed Interest Rate Period is [insert Rate of Interest] per cent <i>[per annum]</i> [insert other period] (the "Fixed Interest Rate").<i>[In case of several interest rates during the Fixed Interest Rate Period, insert:</i> The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [insert Rate of Interest] per cent <i>[per annum]</i> [,][and] [for the [n-th] Fixed Interest Period from the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] to the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] [insert Rate of Interest] per cent <i>[per annum]</i> [,][and] [insert further/other period] (the relevant "Fixed Interest Rate[s]").]
		Interest (Floating Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Ordinary senior][Non-preferred senior] Eligible Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) the Interest Exchange Day to (but excluding) the [last] [Floating Coupon Date] [Floating Interest Payment Date or Maturity Date]. Floating Interest on the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Ordinary senior][Non-preferred senior] Eligible Notes shall be payable on each Floating Interest Payment Date. <i>[In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:</i> The floating rate of interest for [the][each] Floating Interest Period will be Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied] <i>[in case of multiplication with a factor, insert:</i>, multiplied by the [positive][negative] Factor [and subsequently]] <i>[in case of a Margin insert:</i> [plus] [minus] the [relevant] Margin, all as determined by the Calculation Agent, expressed as a percentage rate [per annum] [insert other time period]. "Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [insert number] [insert further].] "Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].] <i>[In case the rate of interest shall be calculated on the basis of a Reference CMS Rate, the following applies:</i> The rate of interest for each Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent in accordance with the following formula: [Min][Max] [{][Max][Min] [(][([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [([●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin])])]; [([●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [([●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin])])]; [([●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [([●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin])])]

		["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].] ["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [insert further].] <i>[In case the floating rate of interest shall be calculated on the basis of a reference rate, according to the following formula ([Dual-][Digital Notes][Range Accrual Notes]), insert:</i> The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate of interest <i>per annum</i> and calculated in accordance with the following formula: Specified Interest Rate x N/[T] [plus][minus][a Margin in the amount of] [●] per cent. per annum, whereby "Specified Interest Rate" is a fixed interest rate. ["R-Business Day" means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] [is][are] operational] [if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].] ["Reference Rate Determination Date" is [the [second] [●] [each] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of a[n] [preceding] Interest Period.][specify [In case of [Dual-]Range Accrual Notes insert: "N" is the number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below][above][or][equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below][above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period. "T" is the actual number of [calendar days][R-Business Days] in the relevant Interest Period.] ["Margin" corresponds to a surcharge or disagio in percentage points.] [In case of [Dual-]Range Accrual Notes insert: Calendar days: With regard to calendar days which are no R-Business Days the Reference Rate [1 and Reference Rate 2] of the immediately preceding R-Business Day appl[y][ies].] [In case of [Dual-]Range Accrual Notes insert: Cut-off days: With regard to any [calendar days][R-Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies].] The Reference Cut-Off Day corresponds to the [second] [●] R-Business Day preceding the [Coupon Date] [Interest Payment Date] of the relevant Interest Period.]

		[In case of [Dual-]Digital Notes insert: N" has a value of 1 in the relevant Interest Period, if the Reference Rate[1] is [[above][below] [or] [equal to] the Digital Minimum[1]] [and][or] [[above][below] [or] [equal to] the Digital Maximum[1]] [and Reference Rate 2 is [[above][below] [or] [equal to] the Digital Minimum 2] [and][or] [[above][below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.] <table border="1"> <thead> <tr> <th><i>Interest Period</i></th><th><i>Speci- fied Interest Rate in per cent. p.a.</i></th><th><i>[Digital Mini- mum [1]]</i></th><th><i>[Digital Maxi- mum [1]]</i></th><th><i>[Digital Mini- mum 2]</i></th><th><i>[Digital Maxi- mum 2]</i></th><th><i>[Margin]</i></th></tr> </thead> <tbody> <tr> <td>From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> ["Digital Minimum [1]" means the minimum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Maximum [1]" means the maximum specified in the table above for the Reference Rate [1] per Interest Period.] ["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.] ["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.]					<i>Interest Period</i>	<i>Speci- fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini- mum [1]]</i>	<i>[Digital Maxi- mum [1]]</i>	<i>[Digital Mini- mum 2]</i>	<i>[Digital Maxi- mum 2]</i>	<i>[Margin]</i>	From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]							From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]						
<i>Interest Period</i>	<i>Speci- fied Interest Rate in per cent. p.a.</i>	<i>[Digital Mini- mum [1]]</i>	<i>[Digital Maxi- mum [1]]</i>	<i>[Digital Mini- mum 2]</i>	<i>[Digital Maxi- mum 2]</i>	<i>[Margin]</i>																					
From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]																											
From (and inclu- ding) [insert date] until [but exclu- ding] [insert date]																											

		Reference Rate [1] <i>[If the Reference Rate [1] is a Reference Interest Rate, insert:</i> will be the Reference Interest Rate [1] [, however, should such Reference Interest Rate [1] be below 0.00 per cent p.a., a Reference Interest Rate [1] of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate [1] is a Reference CMS Rate, insert:</i> will be the Reference CMS Rate [1], all as determined by the Calculation Agent.] <i>[If the Reference Rate [1] is a Reference Exchange Rate, insert:</i> is the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate"), expressed as amount of units in [insert currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] Reference Rate 2 <i>[If the Reference Rate 2 is a Reference Interest Rate, insert:</i> will be Reference Interest Rate 2 [, however, should such Reference Rate 2 be below 0.00 per cent p.a., a Reference Interest Rate 2 of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate [<i>per annum</i>] [insert other time period]. <i>[If the Reference Rate 2 is a Reference CMS-Rate, insert:</i> will be the Reference CMS Rate 2 [,however, should such Reference CMS Rate 2 be below 0.00 per cent p.a., a Reference CMS Rate 2 of 0.00 per cent p.a. will be applied,], all as determined by the Calculation Agent.] <i>[If the Reference Rate 2 is a Reference Exchange Rate, insert:</i> will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Exchange Rate] [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate 2"), expressed as amount of units in [insert currency], which will be paid for one unit of the [Euro][US Dollar] [insert other currency], and which appears on the [Reuters] Reference Exchange Rate 2 Screen Page [WMRSPOT01] [insert other screen page] as of [11.00 a.m.] [insert other relevant time] [insert relevant time zone] on the [relevant] Reference Rate Determination Date [define Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent.]]

		<i>[In case the rate of interest shall be calculated on the basis of HICP, insert:</i> The rate of interest for each Interest Period shall be expressed as a rate in per cent per annum ("Ian(t)") and calculated by the Calculation Agent in accordance with the following formula: $I_{an}(t) = [\text{Min}\{ \ } [\text{Max}\{ \ } (HICP(t) - HICP(t-1))/HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value } \ }] [+][-] [\text{Margin}]$ "HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)]. "HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)]. "Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].] "Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].] "Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].] "Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].] "Margin" means a defined [number][number of percentage points] and has been determined as [●].] "HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone, which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date. "Screen Page" means [insert Screen Page].] <i>[In case a minimum rate of interest applies insert: Minimum Rate of Interest:</i> If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is less than [insert minimum rate of interest], the rate of interest for such floating interest period shall be [insert minimum rate of interest] (<i>Floor</i>).] <i>[In case a maximum rate of interest applies insert: Maximum Rate of Interest:</i> If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is greater than [insert maximum rate of interest], the rate of interest for such floating interest period shall be [insert maximum rate of interest] (<i>Cap</i>).] Underlying of the Interest Rate [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference [Interest] Rate] [insert relevant currency][insert relevant exchange rate] [CMS] [HICP] [The payment of [●][interest][Specified Interest Rate] is dependent [of][on][please specify]].

		Indication of Yield [The yield for the respective Fixed Interest Period is as follows: <table><tr><td>Fixed Interest Period</td><td>Yield</td></tr><tr><td>[●]</td><td>[●]</td></tr></table>] [The calculation of the yield is [not possible] [only possible for the Fixed Interest Period] [based on [insert]].] [The yield equals at least [●] per cent per annum[, based on the Initial Issue Price on the first day of the public offer in [●], on [●], and the minimum Final Redemption Rate of [100.00] per cent of the principal amount]. Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [Interest Payment Date falling in [insert Month/Redemption Year]]. [Index-linked][Fixed] Final Redemption Rate: [insert Index-linked Final Redemption Rate]	Fixed Interest Period	Yield	[●]	[●]
Fixed Interest Period	Yield					
[●]	[●]					
		[In the case of Floating to Fixed Rate [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [Eligible Notes] insert: Interest (Floating Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Commencement Date] (the "Interest Commencement Date") to (but excluding) the [last] [Floating Coupon Date] [Interest Exchange Day] [Floating Coupon Date falling in [insert Month/Redemption Year]]. Floating Interest on the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be payable on each Floating Interest Payment Date. "Interest Exchange Day" means [insert last Floating Coupon Date] [the Floating Interest Payment Date relating to the last Floating Coupon Date [insert last Floating Coupon Date]]. [In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert: The floating rate of interest for [the][each] Floating Interest Period will be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied] [in case of multiplication with a factor, insert:, multiplied by the [positive][negative] Factor [and subsequently]] [in case of a Margin insert: [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] [insert other time period]. ["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [insert number] [insert further].] ["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]				

	<i>[In case a minimum rate of interest applies insert: Minimum Rate of Interest:</i> If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is less than [insert minimum rate of interest], the rate of interest for such floating interest period shall be [insert minimum rate of interest] (<i>Floor</i>).] <i>[In case a maximum rate of interest applies insert: Maximum Rate of Interest:</i> If the floating rate of interest in respect of [the first] [the [●]] [any] floating interest period determined in accordance with the above provisions is greater than [insert maximum rate of interest], the rate of interest for such floating interest period shall be [insert maximum rate of interest] (<i>Cap</i>).]				
	Interest (Fixed Rate) The [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) [Interest Exchange Day] to (but excluding) the [insert (last) Fixed Coupon Date] [last Fixed Interest Payment Date] [the Maturity Date] ("Fixed Interest Rate Period"). The rate of interest for the Fixed Interest Rate Period is [insert Rate of Interest] [●] per cent [per annum] [insert other term].				
	Underlying of the Interest Rate [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other Reference Interest Rate] [insert relevant currency] [CMS] [HICP] Indication of Yield [The yield for the respective Fixed Interest Period is as follows: <table><tr><td>Fixed Interest Period</td><td>Yield</td></tr><tr><td>[●]</td><td>[●]</td></tr></table>] [The calculation of the yield is [not possible] [only possible for the Fixed Interest Period] [based on [insert]].] Final Redemption / Maturity Date Unless previously redeemed in whole or in part or purchased and cancelled, the [Ordinary Senior Notes] [Subordinated Notes] [Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] shall be redeemed in whole on [insert Maturity Date] [Interest Payment Date falling in [insert Month / Redemption Year]]. Index-linked Final Redemption Rate: [insert Index-linked Final Redemption Rate])]	Fixed Interest Period	Yield	[●]	[●]
Fixed Interest Period	Yield				
[●]	[●]				

[C.19 ¹¹]	The exercise price or the final reference price of the underlying	Not applicable. The reference price is part of the formula which is relevant for the calculation of the Index-linked Final Redemption Rate.]
[C.20 ¹²]	Description of the type of the underlying and where information on the underlying can be found	[The underlying Index is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) (HICP) for the euro-zone, which is calculated on a monthly basis by the statistical office of the European Union (EUROSTAT). Information on the Index is available on Bloomberg page: CPTFEMU Index [insert additional information if necessary].] [In case of [Dual-][Digital Notes][Range Accrual] insert: Payment of interest [in a specific interest period] is dependent of whether [please specify].]
[C.21 ¹³]	Indication of the market where the securities will be traded and for which a prospectus has been published	[Application [has been made][will be made] to [commence][admit] these Notes to be issued under the Programme to trading on the regulated [insert market segment] market of following stock exchange[s]: [Luxembourg Stock Exchange] [,] [Vienna Stock Exchange] [,] [SIX Swiss Exchange] [●].] [Application [has been made][will be made] to admit these Notes to be issued under the Programme to trading on the non-regulated market segments of the following stock exchange(s): [Luxembourg Stock Exchange] [Vienna Stock Exchange] [SIX Swiss Exchange] [●].] [Not applicable. The Issuer does not intend to make any application for these Notes [to be admitted] to trading on any stock exchange.]¹⁴

¹¹ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

¹² To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

¹³ To be deleted if Notes are issued with a denomination of less than EUR 100,000 or the equivalent in another currency.

¹⁴ Such statement may only be applicable in the case of an exempted offer or private placement.

Section D – Risks

Element		
D.2	Key risks that are specific to the issuer	A. <u>Risks relating to the Issuer</u> 1. RBI as member of RBI Group is subject to concentration risk with respect to geographic regions and client sectors. 2. RBI Group has been and may continue to be adversely affected by global financial and economic crises including the Eurozone (sovereign) debt crisis, the risk of one or more countries leaving the European Union or the Eurozone and other negative macroeconomic and market environments and may further be required to make impairments on its exposures. 3. RBI Group operates in several markets which are partially characterised by an increased risk of unpredictable political, economic, legal and social changes and related risks, such as exchange rate volatility, exchange controls/restrictions, regulatory changes, inflation, economic recession, local market disruptions, labour market tensions, ethnic conflicts and economic disparity. 4. Any appreciation of the value of any currency in which foreign-currency loans are denominated against CEE currencies or even a continuing high value of such a currency may – also retroactively - deteriorate the quality of foreign currency loans which RBI Group has granted to customers in CEE and also raises the risk of new forced legislation actions as well as regulatory and/or tax measures and/or challenges in litigation proceedings detrimental to RBI Group. 5. Developing legal and taxation systems in some of the countries in which RBI Group operates may have a material adverse effect on the Issuer. 6. In certain of its markets, RBI Group is exposed to a heightened risk of government intervention. 7. RBI Group's liquidity and profitability would be significantly adversely affected should RBI Group be unable to access the capital markets, to raise deposits, to sell assets on favourable terms, or if there is a strong increase in its funding costs (liquidity risk). 8. Any deterioration, suspension or withdrawal of one or more of the credit ratings of RBI or of a member of the RBI Group could result in increased funding costs, may damage customer perception and may have other material adverse effects on RBI Group. 9. RBI Group's business, capital position and results of operations have been, and may continue to be, significantly adversely affected by market risks. 10. Hedging measures might prove to be ineffective. When entering into unhedged positions, RBI Group is directly exposed to the risk of changes in interest rates, foreign exchange rates or prices of financial instruments. 11. Decreasing interest rate margins may have a material adverse effect on RBI Group.

		12. RBI Group has suffered and could continue to suffer losses as a result of the actions of or deterioration in the commercial soundness of its borrowers, counterparties and other financial services institutions (credit risk / counterparty risk). 13. Adverse movements and volatility in foreign exchange rates had and could continue to have an adverse effect on the valuation of RBI Group's assets and on RBI Group's financial condition, results of operations, cash flows and capital adequacy. 14. Risk of disadvantages for RBI due to its membership in Raiffeisen Customer Guarantee Scheme Austria.. 15. RBI is exposed to risks due to its interconnectedness concerning the Institutional Protection Scheme.. 16. RBI Group may be required to participate in or finance governmental support programs for credit institutions or finance governmental budget consolidation programmes, including through the introduction of banking taxes and other levies. 17. The Issuer is subject to a number of strict and extensive regulatory rules and requirements. 18. The Issuer has to comply with its applicable (regulatory) capital requirements at any time. 19. 19. The Issuer is obliged to contribute to the Single Resolution Fund and to the deposit guarantee fund. 20. If the relevant conditions are met, the resolution authority shall apply resolution actions in relation to the Issuer. 21. Adjustments to the business profile of RBI or RBI Group may lead to changes in its profitability. 22. Compliance with applicable rules and regulations, in particular on anti-money laundering and anti-terrorism financing, anti-corruption and fraud prevention, sanctions, tax as well as capital markets (securities and stock exchange related), involve significant costs and efforts and non-compliance may have severe legal and reputational consequences for RBI. 23. RBI's ability to fulfil its obligations under the Notes depends in particular on its financial strength which in turn is influenced by its profitability. The following describes factors which may adversely affect RBI's profitability: Consumer Protection Legislation, Project Risk, RBI's Capital Market Dependence, RBI Group's Customer Deposits Dependence, Collateral Eligibility Criteria, Deteriorating Asset Valuations and Impairments of Collateral, Competition, Operational Risk. M&A Risks, Taxation Risk Litigation, Risk Management, IT-Systems, Conflicts of Interest, Participation Risk, Capital Risk, Owned Property risk, Settlement risk

[D.3]¹⁵ [D.6]¹⁶	Key risks that are specific to the securities	B. <u>Risks relating to the Notes</u> Notes may not be a suitable investment for all investors if they do not have sufficient knowledge and/or experience in the financial markets and/or access to information and/or financial resources and liquidity to bear all the risks of an investment and/or a thorough understanding of the terms of the Notes and/or the ability to evaluate possible scenarios for economic, interest rate and other factors that may affect their investment. Legality of Purchase Neither the Issuer, the Dealers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective purchaser of the Notes. Credit risk of the Issuer Holders of the Notes are exposed to the risk of the Issuer becoming either temporarily or permanently insolvent / unable to pay its debt when it falls due. The Holders of the Notes are exposed to the risk that RBI faces no limitation on issuing further debt instruments or incurring further liabilities. Holders are exposed to the risk of statutory loss absorption. The Notes may be subject to write-down or conversion powers exercised by a resolution authority resulting in (i) the amount outstanding to be reduced, including to zero, (ii) a conversion into ordinary shares or other instruments of ownership or (iii) the terms of the Notes being varied. In case of an insolvency of the Issuer, deposits have a higher ranking than claims of the Holders under the Notes. Ratings of the Notes, if any, may not reflect all risks - ratings of the Notes may be subject to change at all times. Liquidity risk No assurance can be given that any liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell its Notes at any given time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons. Market price risk The Holder of Notes is exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes. In such event, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment. Hedging Transactions Hedging transactions in connection with the Notes may have an adverse impact on the determination of the purchase and the sales price of the Notes.

¹⁵ To be deleted if Notes are issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation.

¹⁶ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

		Risk of early redemption If the Issuer has the right to redeem the Notes prior to maturity or if the Notes are redeemed prior to maturity due to the occurrence of an event set out in the conditions of the Notes, a Holder of such Notes is exposed to the risk that due to early redemption its investment will have a lower than expected yield. Also, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment. <i>[In the case of Senior Notes with an auto-redemption feature insert:</i> Risk of automatic early redemption The applicable Final Terms will indicate whether an automatic early redemption is applicable. If the Senior Notes are automatically early redeemed, a Noteholder of such Senior Note is exposed to the risk that due to early redemption his investment may have a lower yield than expected and the Noteholder may not be able to re-invest in a similar quality as the redeemed Notes have been.] Currency risk Holders of Notes denominated in a foreign currency are exposed to the risk of changes in currency exchange rates and the introduction of exchange controls. <i>[In the case of Fixed Rate Notes insert:</i> Fixed Rate Notes A Holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the Market Interest Rate.] <i>[In the case of Floating Rate Notes insert:</i> Floating Rate Notes A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance. Floating Rate Notes may include caps or floors.] [Risks of CMS Spread Notes The Terms and Conditions of CMS Spread Notes may provide for a variable interest rate which is dependent on the difference between rates for swaps having different terms. In the event that the market does not develop as anticipated by investors and that the difference between rates for swaps having different terms decreases to a greater extent than anticipated, the interest rate payable on the Notes will be lower than the interest level prevailing as at the date of purchase. In a worst case scenario, no interest will be payable.] [Risks of (Dual-)(Digital)(Range Accrual) Notes The (Dual-)(Digital)(Range Accrual) Notes may provide for a variable interest rate which is dependent on the development of the underlying reference rates. A Holder of (Dual-)(Digital)(Range Accrual) Notes is exposed to the risk of fluctuating interest rate and/or FX rate levels and uncertain interest income. In a worst case scenario, no interest will be payable.]

		Conflicts of interest – Calculation Agent Potential conflicts of interest may exist between the Calculation Agent and Holders, in particular with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Terms and Conditions that may influence amounts receivable by the Holders during the term of the Notes and upon their redemption. [Risk of financial benchmark and reference rate continuity] On 30 June 2016, the EU regulation ((EU) 2016/1011) on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "Benchmark Regulation") entered into force (such indices, the "Benchmarks"). The Benchmark Regulation could have a material impact on Notes linked to a Benchmark rate or index. The disappearance of a Benchmark or changes in the manner of administration of a Benchmark could result in adjustment to the Terms and Conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequence in relation to Notes linked to such Benchmark. Any such consequence could have a material adverse effect on the value of and return on any such Notes.] [Uncertainty relating to the LIBOR calculation process and potential phasing out of LIBOR after 2021 may adversely affect the value of the Notes] Actions by the British Bankers' Association, regulators or law enforcement agencies may result in changes to the manner in which LIBOR is determined or the establishment of alternative reference rates. For example, on 27 July 2017, the U.K. Financial Conduct Authority announced that it intends to stop persuading or compelling banks to submit LIBOR rates after 2021.] <i>[In the case of Fixed-to-Fixed Rate Notes insert:</i> Fixed-to-Fixed Rate Notes The rate of interest, which will be reset, may be different from the initial rate of interest and may adversely affect the yield of the Notes.] <i>[In the case of [Fixed to Floating] [Fixed to Fixed to Floating] Rate Notes insert:</i> [Fixed to Floating] [Fixed to Fixed to Floating] Rate Notes The conversion of the interest rate may affect the secondary market and the market value of the Notes.] <i>[In the case of Floating to Fixed Rate Notes insert:</i> Floating to Fixed Rate Notes The conversion of the interest rate may affect the secondary market and the market value of the Notes.]

		<i>[In the case of Zero Coupon Notes insert:</i> Zero Coupon Notes A Holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the Market Interest Rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to Market Interest Rate changes than interest bearing Notes with a similar maturity.] <i>[In the case of Index Linked Notes insert:</i> Index Linked Notes [If payment of interest is linked to a particular index, a Holder of an index linked interest Note is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income or may even receive no interest at all.] [In the case of Notes whose redemption payment is linked to an index, the structures included in this Base Prospectus foresee a redemption payment which may not be below the principal amount of the relevant Notes. However, the Holder of such a Note is particularly exposed to the risk of fluctuating index levels and, therefore, an uncertain yield on the Note.]¹⁷ Furthermore, the market price of such Notes may be very volatile.] <i>[In the case of Notes featuring a Cap insert:</i> Risks in connection with Caps Holders of Notes featuring a cap will not be able to benefit from any actual favourable development above the cap.] The Notes are not covered by the statutory deposit protection scheme. Any Notes (including Senior Notes) issued on or after 1 January 2019 are neither covered by the statutory deposit guarantee scheme nor by any voluntary deposit guarantee scheme. Therefore, in the event of insolvency or resolution, Holders may lose their entire investment. <i>[In the case of Covered Bank Bonds (Fundierte Bankschuldverschreibungen) insert:</i> Covered Bank Bonds <i>There can be no assurance, that the cover assets of the respective cover pool for Covered Bank Bonds will at all times be sufficient in order to cover RBI's obligations under the Notes and/or that replacement values are added in due time to the cover fund.</i> Although statutory law on Covered Bank Bonds (<i>Fundierte Bankschuldverschreibungen</i>) provides that a cover pool shall secure the claims resulting of the outstanding Covered Bank Bonds, investors may receive less than their investment.]

¹⁷ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

		Covered Bank Bonds may be redeemed after their Maturity Date.] <i>The statutory presentation period provided under German law may be reduced under the Terms and Conditions applicable to the Notes in which case Holders may have less time to assert claims under the Notes.</i> Pursuant to the Terms and Conditions of the Notes the regular presentation period of 30 years (as provided in § 801 (1) sentence 1 of the German Civil Code (<i>Bürgerliches Gesetzbuch – BGB</i>)) may be reduced. In case of partial or total non-payment of amounts due under the Notes the Holder will have to arrange for the presentation of the relevant Global Note to the Issuer. In case of an abbreviation of the presentation period the likelihood that the Holder will not receive the amounts due to him increases since the Holder will have less time to assert his claims under the Notes in comparison to holders of debt instruments the terms and conditions of which do not shorten the statutory presentation period at all or to a lesser degree than the Terms and Conditions of the Notes. [In the case of "Resolutions of Holder" is applicable, insert: Resolutions of Holders - Risks in connection with the application of the German Act on Issues of Debt Securities If the Terms and Conditions provide for resolutions of Holders, either to be passed in a meeting of Holders or by vote taken without a meeting, thus, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As resolutions properly adopted are binding on all Holders, certain rights of such Holder against the Issuer under the conditions of the Notes may be amended or reduced or even cancelled.] [In the case of Holders' Representative is applicable, insert: Holders' Representative The Terms and Conditions provide for the appointment of a Holders' Representative; thus it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all Holders.] An Austrian court could appoint a trustee for the Notes to exercise the rights and represent the interests of Holders on their behalf in which case the ability of Holders to pursue their rights under the Notes individually may be limited A trustee (Kurator) could be appointed by an Austrian court for the purposes of representing the common interests of the Holders in matters concerning their collective rights, which may act to the disadvantage of individual or all Holders. Because the Global Notes in most cases are held by or on behalf of a Clearing System, investors will have to rely on their procedures for transfer, payment and communication with the Issuer Investors will be able to trade their beneficial interests only through the Clearing System and the Issuer will discharge its payment obligations under the Notes by making payments to the Clearing System for distribution to their account holders.

		Reduced yield caused by transaction costs and depositary fees A Holder's actual yield on the Notes may be significantly reduced from the stated yield by transaction costs and depositary fees. Margin lending If a loan is used to finance the acquisition of the Notes and the Notes subsequently go into default, or if the trading price diminishes significantly, the Holder not only has to face a potential loss on its investment, but it will also still have to repay the loan and pay distribution thereon. Risk of potential conflicts of interest Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions and may perform services for the Issuer and its affiliates in the ordinary course of business. Change of law There can be no assurance given as to the impact of any possible change to German or Austrian law or any European laws having direct application in Germany and/or Austria. Such changes in law may include, but are not limited to, the introduction of a new regime enabling the competent authorities in Austria to cause Holders to share in the losses of the Issuer under certain circumstances. Tax impact of the investment General tax issues An effective yield on the Notes may be diminished by the tax impact on an investment in the Notes. <i>Payments on the Notes may be subject to U.S. Withholding Tax under FATCA</i> In certain circumstances payments made on or with respect to the Notes after the date that is two years after the date that the term "foreign passthru payment" is defined in final regulations published in the U.S. Federal Register may be subject to U.S. withholding tax under Sections 1471 through 1474 of the U.S. Internal Revenue Code (commonly referred to as FATCA) or similar law implementing an intergovernmental approach to FATCA. <i>[In case of Subordinated Notes insert:</i> Specific risks in connection with Subordinated Notes • <i>Obligations under Subordinated Notes will only be fulfilled after all non-subordinated claims of creditors have been satisfied</i> • <i>The Holders of Subordinated Notes are exposed to the risk that RBI may issue subordinated debt instruments or incur subordinated liabilities which are senior to the Subordinated Notes</i> • <i>Subordinated Notes do not give the right to accelerate future payments</i> • <i>The Subordinated Notes may not be redeemed at the option of the Holders</i>

		• <i>Any rights of RBI to early redeem or repurchase Subordinated Notes are subject to the prior permission of the Competent Authority.</i> • <i>Specific risks in relation to the secondary market of Subordinated Notes; Market making for RBI's own Subordinated Notes requires the prior permission of the competent authority and is subject to certain conditions and thresholds]</i> <i>[In case of Eligible Notes insert:</i> Additional Risks in connection with Eligible Notes • <i>The eligibility of the Eligible Notes for MREL purposes might be uncertain.</i> • <i>Claims of Holders of Non-preferred senior Eligible Notes will be junior to the claims of holders of certain other senior claims.</i> • <i>Eligible Notes may be redeemed prior to maturity at any time for regulatory reasons and (depending on the Final Terms) for reasons of taxation.</i> • <i>Any rights of RBI to early redeem or repurchase Eligible Notes are subject to the prior permission of the Resolution Authority".</i> • <i>Eligible Notes do not give right to accelerate future payments.</i> <i>[In case of Notes denominated in Renminbi insert:</i> Specific risks for Notes denominated in Renminbi • <i>Renminbi is not completely freely convertible and there are restrictions on remittance of the Renminbi into and outside the People's Republic of China which may adversely affect the liquidity of Renminbi Notes</i> • <i>There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Notes and the Issuer's ability to source Renminbi outside the PRC to service the Notes</i> As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. This may affect the liquidity of the Notes and the Issuer's ability to source Renminbi to service the Notes. • <i>Investments in Renminbi Notes are subject to Renminbi exchange rate risks</i> The value of the Renminbi against the Euro and other foreign currencies fluctuates from time to time and is affected by changes in the PRC, by international political and economic conditions and by many other factors. The value of these Renminbi payments of interest and principal in euro or other applicable foreign currencies may vary with the prevailing exchange rates. • <i>Investments in the Renminbi Notes are subject to currency risks</i> Under certain circumstances the Issuer is entitled to settle any payment under the Renminbi Notes (in whole or in part) in U.S. dollars.

		• <i>Investment in the Notes is subject to interest rate risks</i> In addition, further liberalisation of interest rates by the PRC government may increase interest rate volatility and the trading price of Notes may vary with the fluctuations in the Renminbi interest rates. • <i>Payments in respect of the Notes will only be made to investors in the manner specified in the Notes</i> All payments to holders of interests in respect of the Notes will be made solely by transfer to a Renminbi bank account maintained in Hong Kong, in accordance with prevailing rules and procedures of the relevant Clearing System. Neither the Issuer nor the Fiscal Agent, nor the Paying Agent can be required to make payment by any other means (including in bank notes, by cheque or draft, or by transfer to a bank account in the PRC).] [Green or Social Bond – Use of Proceeds: In respect of any Notes issued with a specific use of proceeds, such as a Green Bond or Social Bond, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor. No assurance is given by the Issuer that the use of such proceeds for any green or social projects will satisfy any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of any stock exchange or securities market, no representation or assurance is given by the Issuer that such listing or admission satisfies any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Any failure to apply the proceeds of any issue of Notes for any green or social projects and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance green or social projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.]
	[Risk warning to the effect that investors may lose the value of their entire investment or part of it, as the case may be	Investors should be aware that they may lose parts or all of their investments.] ¹⁸

¹⁸ To be deleted if Notes are issued as non-derivative securities in the meaning of Annex V of the Prospectus Regulation.

Section E – Offer

Element		
E.2b	Reasons for the offer, use of proceeds, estimated net proceeds	The reasons for the offer and the use of proceeds are as follows: [The reasons for the offer are to generate funding, to hedge certain risks or to take advantage of current market opportunities (arbitrage).] [If in respect of a particular issue a different reason applies, insert reason.] [The net proceeds will be used for general funding within the normal business of the Issuer and RBI Group companies, for hedging transactions or for arbitrage business.] [If there is an identified special use of proceeds, insert use of proceeds.] <i>[green bonds or social bonds – specify details]</i> [Not applicable.] <i>[other]</i> [Estimated net proceeds: [●]]
E.3	Conditions of the offer	Conditions of the offer are as follows: [Selling Restrictions [●]] [Offer [Period]][Day] [●] [Issue [Date]][Period]: [●] [Initial Issue Date: [●]] [Issue Price: [●]] [Initial Issue Price [on the first day of the offer]: [●] [Maximum Issue Price: [●]] [Commissions: [●]] [Dealer: [●]] [●] [Listing Agent: [●]] [Fiscal Agent: [●]] [Paying Agent[s]: [●]] [Calculation Agent: [●]]

E.4	Any interest that is material to the issue/offer including conflicting interests	[Not applicable.] [So far as the Issuer is aware, no person involved in the offer of the Notes is subject to any conflict of interest material to the Notes and/or the offer] <i>[description of conflicts of interest, if any]</i> [Certain of the Dealers appointed under the Programme of the Issuer and their affiliates have engaged and may in future engage in investment banking and/or commercial banking transactions with, and may perform services for the Issuer in the ordinary course of business.]
E.7	Estimated expenses charged to the investor by the issuer or the offeror	[Not applicable; the Issuer itself does not charge any expenses. However, other costs such as deposit fees might be charged.] [●]

GERMAN TRANSLATION OF THE SUMMARY

ZUSAMMENFASSUNG

Zusammenfassungen bestehen aus bestimmten Offenlegungspflichten, den sogenannten "Punkten". Diese Punkte sind in den Abschnitten A - E enthalten und nummeriert (A.1 – E.7).

Diese Zusammenfassung (die "**Zusammenfassung**") enthält alle Punkte, die für eine Zusammenfassung dieses Typs von Wertpapieren und Emittent erforderlich sind. Da einige Punkte nicht adressiert werden müssen, kann es Lücken in der Nummerierungsreihenfolge geben.

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

Abschnitt A – Einleitung und Warnhinweise

Punkt		
A.1	Warnhinweise	Warnhinweise: - Die Zusammenfassung sollte nur als Einleitung zu diesem Prospekt (der "Prospekt") verstanden werden. - Anleger sollten sich bei jeder Entscheidung, in die unter diesem Prospekt begebenen Schuldverschreibungen (die "Schuldverschreibungen") zu investieren, auf den gesamten Prospekt stützen. - Anleger, die wegen der in dem Prospekt enthaltenen Angaben Klage einreichen wollen, müssen nach den geltenden nationalen Rechtsvorschriften ihrer Mitgliedstaaten möglicherweise für die Übersetzung des Prospekts aufkommen, bevor ein Verfahren eingeleitet werden kann. - Zivilrechtlich haften nur diejenigen Personen, die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.
A.2	Zustimmung zur Verwendung des Prospekts	<i>[Im Fall der generellen Zustimmung zur Prospektverwendung, einfügen:]</i> Die Emittentin stimmt der Verwendung des Prospekts in Verbindung mit [einem öffentlichen Angebot, das nicht nach Artikel 3(2) der Prospekttrichtlinie befreit ist ("Nicht-befreites Angebot")], [der] [Bezeichnung der jeweiligen Serie der Schuldverschreibung] durch [jeden Platzeur] [,][und/oder] [jedes] [weitere] [regulierte] [Kreditinstitut] [in der EU] [,] [und/oder] [jedes regulierte Finanzinstitut][in der EU] [,] [und/oder] [jeden weiteren Finanzintermediär], [das] [der] gemäß der Richtlinie 2014/65/EU über Märkte für Finanzinstrumente (die "MiFID II") zum nachfolgenden Weiterverkauf oder der endgültigen Platzierung der Schuldverschreibungen berechtigt ist (zusammen die "Generell Berechtigten Anbieter") während des Zeitraums [Zeitraum des Angebots oder der Zustimmung zur Verwendung des Prospekts einfügen] zu, unter Einhaltung der [Beschränkungen spezifizieren] [in] [Deutschland][,] [und] [Österreich][,] [und] [Tschechien][,]

		[und] [der Slowakei][,] [und] [Ungarn][,] [und] [Rumänien] [und] [Luxemburg], vorausgesetzt, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 in der derzeit geltenden Fassung umsetzt, noch gültig ist. Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) und der Internetseite der Emittentin www.rbinternational.com unter "Investoren" eingesehen werden. Bei der Nutzung des Prospektes hat jeder Generell Berechtigte Anbieter sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet, und auf seiner Internetseite zu erklären, dass er den Prospekt in Übereinstimmung mit der Zustimmung und den daran angehängten Bedingungen verwendet. Für den Fall, dass ein Generell Berechtigter Anbieter ein Angebot macht, stellt der Generell Berechtigte Anbieter den Anlegern Informationen über die Angebotsbedingungen der Schuldverschreibungen zum Zeitpunkt der Angebotsvorlage zur Verfügung.] <i>[Im Fall der besonderen Zustimmung gegenüber einzelnen Instituten, einfügen:</i> Die Emittentin stimmt der Verwendung dieses Prospektes in Verbindung mit [einem öffentlichen Angebot, das nicht nach Artikel 3(2) der Prospekttrichtlinie befreit ist ("Nicht-befreites Angebot")], [der] [Bezeichnung der jeweiligen Serie der Schuldverschreibung] [in] [Deutschland][,] [und] [Österreich][,] [und] [Tschechien][,] [und] [der Slowakei][,] [und] [Ungarn][,] [und] [Rumänien] [und] [Luxemburg] durch [jeden Platzeur] [,] [und/oder] [jedes] [weitere] [regulierte] Kreditinstitut[in der EU] [,] [und/oder] [reguliertes Finanzinstitut in der EU][und/oder] [jeden weiteren Finanzintermediär], [das] [der] gemäß der Richtlinie 2014/65/EU über Märkte für Finanzinstrumente (die "MiFID II") zum nachfolgenden Weiterverkauf oder der endgültigen Platzierung der Schuldverschreibungen berechtigt ist (zusammen der (die) "Konkret Berechtigte(n) Anbieter"), zu, welche[r] somit exklusiv berechtigt [wird][werden], den Prospekt für den nachfolgenden Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während des Zeitraums [Zeitraum des Angebots oder der Zustimmung zur Verwendung des Prospekts einfügen] unter Einhaltung der [Beschränkungen spezifizieren] zu verwenden; vorausgesetzt, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 in der derzeit geltenden Fassung umsetzt, noch gültig ist. Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) und der Internetseite der Emittentin www.rbinternational.com unter "Investoren" eingesehen werden. Bei der Nutzung des Prospektes hat jeder Konkret Berechtigte Anbieter sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.

		Für den Fall, dass ein Konkret Berechtigter Anbieter ein Angebot macht, stellt der Konkret Berechtigte Anbieter den Anlegern Informationen über die Angebotsbedingungen der Schuldverschreibungen zum Zeitpunkt der Angebotsvorlage zur Verfügung. Die Emittentin kann auch nach dem Datum der Endgültigen Bedingungen der Schuldverschreibungen ihre Zustimmung gegenüber weiteren Institutionen erklären. In diesem Fall werden die oben genannten Informationen in Bezug auf diese weiteren Institutionen auf der Internetseite der Emittentin www.rbinternational.com unter "Investoren" veröffentlicht.] [Die Zustimmung zur Verwendung des Prospekts unterliegt folgenden Bedingungen: [Bedingungen einfügen]] [Im Fall, dass keine Zustimmung erteilt wird, einfügen: Nicht anwendbar. Die Emittentin erteilt keine Zustimmung zur Verwendung des Prospekts für eine spätere Weiterveräußerung oder endgültige Platzierung der Schuldverschreibungen durch [Platzeure] [,] [und/oder] [jedes in der EU regulierte Kreditinstitut] [und/oder] [Finanzintermediäre].] [Im Fall, dass Artikel 3(2) Prospektrichtlinie betreffend der Zustimmung zur Verwendung des Prospekts nicht anwendbar ist, einfügen: Zustimmung gemäß Artikel 3 (2) Prospektrichtlinie ist nicht anwendbar.]

Abschnitt B – Raiffeisen Bank International AG als Emittentin

Punkt		
B.1	Gesetzliche und kommerzielle Bezeichnung	Der gesetzliche Name der Emittentin lautet Raiffeisen Bank International AG ("RBI" oder " Emittentin ") und ihre kommerziellen Namen sind Raiffeisen Bank International oder RBI.
B.2	Sitz und Rechtsform der Emittentin, das für die Emittentin geltende Recht und Land der Gründung der Gesellschaft	Die RBI ist eine nach österreichischem Recht gegründete und österreichischem Recht unterliegende Aktiengesellschaft mit Sitz in Wien.
B.4b	Alle bereits bekannten Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	Die Emittentin, gemeinsam mit ihren konsolidierten Tochtergesellschaften ("RBI-Konzern"), hat folgende Trends, Unsicherheiten, Anforderungen, Verbindlichkeiten oder Ereignisse identifiziert, die hinreichend wahrscheinlich wesentliche, nachteilige Auswirkungen auf ihre Perspektiven zumindest im laufenden Jahr haben: Laufendes Anwachsen von Regierungs- und regulatorischen Anforderungen. Im Rahmen des Einheitlichen Aufsichtsmechanismus ("SSM") hat die Europäische Zentralbank ("EZB") spezielle Aufgaben in Bezug auf Finanzmarktstabilität und Bankenaufsicht. Unter anderem ist die EZB berechtigt, wesentliche Banken wie die RBI direkt zu beaufsichtigen. Die EZB kann unter anderem wesentlichen Banken individuell zusätzliche Eigenmittel- und Liquiditätserfordernisse vorschreiben, insbesondere als Teil des aufsichtlichen Überprüfungs- und Evaluierungsprozesses (<i>SREP</i>) (die die gewöhnlichen regulatorischen Anforderungen übersteigen können), oder frühzeitige Korrekturmaßnahmen ergreifen, um potenziellen Problemen zu begegnen. Das Aufsichtsregime und die Aufsichtsverfahren und -praktiken des SSM wird konstanter Prüfung, Änderung und Weiterentwicklung unterworfen sein. Eine weitere Säule der EU-Bankenunion ist der Einheitliche Bankenabwicklungsmechanismus ("SRM"), der ein einheitliches Verfahren zur Abwicklung von Kreditinstitutionen etabliert, die dem SSM unterworfen sind. Als Ergebnis der Abwicklungsmaßnahmen im SRM, könnte ein Kreditgeber der RBI dem Risiko ausgesetzt sein, alle oder einen Teil der eingesetzten Mittel bereits zu einem Zeitpunkt zu verlieren, bevor eine Insolvenz oder Liquidation der RBI auftritt. Darüber hinaus könnten bevorstehende weitere Kapital- und Liquiditätsanforderungen sowie jeglicher Stresstest, den die EZB durchführt, dazu führen, dass der RBI bzw. dem RBI-Konzern noch strengere Anforderungen an ihre Kapitalausstattung und Liquiditätsplanung verordnet werden und dies wiederum könnte die Margen der RBI und ihr Wachstumspotenzial einengen. Allgemeine Trends betreffend die Finanzbranche. Die Finanzbranche im Allgemeinen und folglich auch der RBI-Konzern sind von anhaltenden Trends und Unsicherheiten betroffen, zu denen auch das makroökonomische Umfeld gehört. Der Finanzsektor als Ganzer, aber auch der RBI-Konzern im Speziellen, ist von der damit verbundenen Instabilität und Volatilität der Finanzmärkte betroffen, inklusive eines möglichen generellen wirtschaftlichen Abschwungs. Daher wird sich auch der RBI-Konzern den Folgewirkungen von Unternehmensinsolvenzen, Bonitätsverschlechterungen der Kreditnehmer und Bewertungsunsicherheiten nicht entziehen können. Ebenso könnten die außerordentlich niedrigen Zinsen das Verhalten von Investoren und Kunden ändern, was zu weniger Vorsorgebedarf und/oder Druck auf die Zinsmarge führen könnte. Deshalb wird auch in den Jahren 2019 und 2020 der RBI-

		loaded) Eigenmittelquote (fully loaded)	18,2 %	17,8 %
		Leistungskennziffern	01.01.- 31.12. 2018 (geprüft)	01.01.- 31.12. 2017 (geprüft)
		Nettozinsspanne (durchschnittliche zinstragende Assets) ⁽³⁾	2,50 %	2,48 % ⁽¹⁾
		Return on Equity vor Steuern ⁽⁴⁾	16,3 %	16,2 %
		Cost/Income Ratio ⁽⁵⁾	57,5 %	59,1 % ⁽¹⁾
		Ergebnis je Aktie in EUR	3,68	3,34
		Ressourcen	31.12.2018	31.12.2017
		Mitarbeiter zum Stichtag (Vollzeitäquivalente)	47.079*	49.700*
		Geschäftsstellen	2.159**	2.409**
			*) geprüft **) ungeprüft	
		(1) Mit 1. Januar 2018 wurden die Bestimmungen des neuen Bilanzierungsstandards für Finanzinstrumente (IFRS 9) wirksam. Zusätzlich zur Einführung von IFRS 9 hat die RBI auch ihr Bilanzbild und in Teilbereichen die Erfolgsrechnung verändert. Diese folgen nunmehr den von der Europäischen Bankenaufsichtsbehörde (EBA) herausgegebenen Meldepflichten zu Finanzinformationen (FINREP). Diese Umstellung erforderte eine Adaptierung der Werte der Vergleichsperiode 2017 und des Vergleichsstichtags 31. Dezember 2017. Die Vergleichbarkeit mit der Vorperiode ist nur bedingt gegeben.		
		Dieser Überblick beinhaltet die folgenden Alternativen Leistungskennzahlen – <i>Alternative Performance Measures ("APM")</i> :		
		(2) NPL Ratio und NPL Coverage Ratio von Forderungen an Nichtbanken; NPL Ratio: notleidende Kredite in Relation zu den gesamten Forderungen an Kunden; NPL Coverage Ratio: Risikovorsorgen für Forderungen an Kunden im Verhältnis zu den notleidenden Forderungen an Kunden.		
		(3) Nettozinsspanne (durchschnittliche verzinsten Aktiva): errechnet sich aus dem Zinsüberschuss in Relation zu den durchschnittlichen zinstragenden Aktiva (Gesamtkapital abzüglich Anteile an Tochterunternehmen und assoziierte Unternehmen, Sachanlagen, Immaterielle Vermögenswerte, Steuerforderungen, und sonstige Aktiva).		
		(4) Gewinn auf das gesamte Eigenkapital, einschließlich Minderheitsanteile, d.h. Gewinn nach Steuern in Bezug auf das durchschnittliche Eigenkapital in der Bilanz. Durchschnittliches Eigenkapital wird jeweils zum Monatsende berechnet, einschließlich Minderheitsanteile und umfasst nicht den Gewinn des laufenden Jahres.		
		(5) Verhältnis der Verwaltungsaufwendungen zu den Betriebserträgen. Die Verwaltungsaufwendungen beinhalten Personalaufwand, Sachaufwand sowie Abschreibungen auf Sachanlagen und immaterielle Vermögenswerte. Die Betriebserträge bestehen aus Zinsüberschuss, Dividendenerträge, Provisionsüberschuss, Handelsergebnis und Ergebnis aus Fair-Value-Bewertungen, Ergebnis aus Hedge Accounting und sonstiges betriebliches Ergebnis.		
		Quelle: Geschäftsbericht 2018 (Geprüfter Konzernfinanzbericht der RBI für das Geschäftsjahr 2018).		
		Erfolgsrechnung, in EUR Millionen	01.01.- 31.03. 2019 (ungeprüft)	01.01.- 31.03. 2018 (ungeprüft)
		Zinsüberschuss	825	829
		Provisionsüberschuss	402	410
		Handelsergebnis und Ergebnis aus Fair-Value-Bewertungen	-52	-1
		Verwaltungsaufwendungen	-724	-740
		Wertminderungen auf finanzielle Vermögenswerte	-9	83
		Ergebnis vor Steuern	340	529
		Ergebnis nach Steuern	259	430
		Konzernergebnis	226	399

		<table> <tr> <th>Bilanz, in EUR Millionen</th><th>31.03.2019 (ungeprüft)</th><th>31.12.2018 (geprüft)</th></tr> <tr> <td>Eigenkapital</td><td>12.837</td><td>12.413</td></tr> <tr> <td>Bilanzsumme</td><td>146.413</td><td>140.115</td></tr> </table>	Bilanz, in EUR Millionen	31.03.2019 (ungeprüft)	31.12.2018 (geprüft)	Eigenkapital	12.837	12.413	Bilanzsumme	146.413	140.115						
Bilanz, in EUR Millionen	31.03.2019 (ungeprüft)	31.12.2018 (geprüft)															
Eigenkapital	12.837	12.413															
Bilanzsumme	146.413	140.115															
		<table> <tr> <th>Bankspezifische Kennzahlen</th><th>31.03.2019 (ungeprüft)</th><th>31.12.2018 (geprüft)</th></tr> <tr> <td>NPE Ratio⁽¹⁾</td><td>2,5%</td><td>2,6%</td></tr> <tr> <td>NPE Coverage Ratio⁽¹⁾</td><td>58,4%</td><td>58,3%</td></tr> <tr> <td>Common Equity Tier 1 Ratio (fully loaded)</td><td>13,4%</td><td>13,4%</td></tr> <tr> <td>Eigenmittelquote (fully loaded)</td><td>18,0%</td><td>18,2%</td></tr> </table>	Bankspezifische Kennzahlen	31.03.2019 (ungeprüft)	31.12.2018 (geprüft)	NPE Ratio ⁽¹⁾	2,5%	2,6%	NPE Coverage Ratio ⁽¹⁾	58,4%	58,3%	Common Equity Tier 1 Ratio (fully loaded)	13,4%	13,4%	Eigenmittelquote (fully loaded)	18,0%	18,2%
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		*) geprüft **) ungeprüft															
		Dieser Überblick beinhaltet die folgenden Alternativen Leistungskennzahlen – <i>Alternative Performance Measures ("APM")</i>: (1) NPE Ratio und NPE Coverage Ratio – NPE Ratio: Anteil der nicht ausgefallenen und ausgefallenen notleidenden Kredite und Schuldverschreibungen an den gesamten Forderungen an Kunden und Kreditinstitute und Schuldverschreibungen; NPE Coverage Ratio: Errechnet sich anhand der Risikovorsorgen für Forderungen an Kunden und Kreditinstitute und Schuldverschreibungen im Verhältnis zu den nicht ausgefallenen und ausgefallenen notleidenden Forderungen an Kunden und Kreditinstitute und Schuldverschreibungen. (2) Nettozinsspanne (durchschnittliche zinstragende Aktiva): errechnet sich aus dem Zinsüberschuss in Relation zu den durchschnittlichen zinstragenden Aktiva (Gesamtaktiva abzüglich Anteile an Tochterunternehmen und assoziierte Unternehmen, Sachanlagen, Immaterielle Vermögenswerte, Steuerforderungen, und sonstige Aktiva). (3) Return on Equity vor Steuern: Gewinn auf das gesamte Eigenkapital, einschließlich Minderheitsanteile, d.h. Gewinn vor Steuern in Bezug auf das durchschnittliche Eigenkapital in der Bilanz. Durchschnittliches Eigenkapital wird jeweils zum Monatsende berechnet, einschließlich Minderheitsanteile und umfasst nicht den Gewinn des laufenden Jahres. (4) Cost/Income Ratio: Verhältnis der Verwaltungsaufwendungen zu den Betriebserträgen. Die Verwaltungsaufwendungen beinhalten Personalaufwand, Sachaufwand sowie Abschreibungen auf Sachanlagen und immaterielle Vermögenswerte. Die Betriebserträge bestehen aus Zinsüberschuss, Dividendenerträge, Provisionsüberschuss, Handelsergebnis und Ergebnis aus Fair-Value-Bewertungen, Ergebnis aus Hedge Accounting und sonstiges betriebliches Ergebnis.															
		<i>Quelle:</i> Zwischenbericht 1. Quartal 2019 (Ungeprüfter Konzernfinanzbericht der RBI für die am 31. März beendeten ersten drei Monate des Jahres 2019).															

	Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder beschreiben Sie jede wesentliche Verschlechterung	Es gab keine wesentlichen Verschlechterungen der Aussichten der RBI seit dem 31. Dezember 2018.
	Wesentliche Veränderungen der Finanzlage oder Handelsposition der Emittentin (die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind)	Nicht anwendbar. Es gab keine wesentlichen Veränderungen der Finanzlage oder Handelsposition der Emittentin seit dem 31. März 2019.

B.13	Beschreibung von Ereignissen aus der Tätigkeit der Emittentin aus jüngster Zeit, die für die Bewertung ihrer Zahlungsfähigkeit in hohem Maße relevant sind	Der Emittentin sind keine jüngst eingetretenen Ereignisse, die sich speziell auf die Tätigkeit der Emittentin beziehen (die nach dem zuletzt publizierten ungeprüften Konzernzwischenabschluss der Emittentin zum 31. März 2019 auftraten), bekannt, die für die Beurteilung ihrer Zahlungsfähigkeit in hohem Maße relevant sind.
B.14	Bitte lesen sie das Element B.5 gemeinsam mit der nachstehenden Information.	
	Abhängigkeiten von anderen Einheiten innerhalb der Gruppe	Die RBI ist von Bewertungen und Dividenden ihrer Konzerngesellschaften abhängig. Die RBI ist weiter abhängig von ausgelagerten Tätigkeiten, insbesondere im Backoffice- und IT-Bereich.
B.15	Haupttätigkeiten der Emittentin	Der RBI-Konzern ist eine Universalbankengruppe, die Bank- und Finanzprodukte sowie Dienstleistungen für Retail- und Unternehmenskunden, Finanzinstitutionen und Gebietskörperschaften samt deren Einheiten vornehmlich in oder in Verbindung mit Österreich sowie Zentral- und Osteuropa einschließlich Südosteuropa (" CEE ") anbietet. In CEE agiert die RBI durch ein Netzwerk von mehrheitlich gehaltenen Tochterkreditinstituten, Leasingfirmen und zahlreichen spezialisierten Finanzdienstleistungsunternehmen. Die Produkte und Dienstleistungen des RBI-Konzerns umfassen Kredite, Einlagen, Zahlungsverkehr und Kontoservices, Kredit- und Debitkarten, Leasing und Factoring, Vermögensverwaltung, Vertrieb von Versicherungsprodukten, Export- und Projektfinanzierungen, Cash Management, Devisen- und Valutengeschäft, Fixed-Income-Produkte sowie Investmentbanking-Dienstleistungen. Darüber hinaus versorgen österreichische RBI-Tochtergesellschaften Raiffeisenbanken und Raiffeisen Landesbanken mit Retail-Produkten für deren Vertrieb.
B.16	Beteiligungen oder Beherrschungsverhältnisse	Am Tag dieses Basisprospekts halten die Raiffeisen Landesbanken, die betreffend RBI als gemeinsam vorgehende Rechtsträger agieren (§ 1 Z 6 Übernahmegesetz), rund 58,8 % der begebenen Aktien der Emittentin. Die übrigen Aktien befinden sich im Streubesitz (<i>Free float</i>). Die Raiffeisen Landesbanken sind Vertragspartner eines Syndikatsvertrags betreffend die RBI, der u.a. eine Stimmbindung zu Tagesordnungspunkten der RBI-Hauptversammlung, Nominierungsrechte für den Aufsichtsrat der RBI, Vorkaufsrechte und eine vertragliche Einschränkung möglicher Verkäufe von durch die Raiffeisen Landesbanken gehaltenen RBI-Aktien beinhaltet.
[B.17]¹⁹	Kreditratings der Emittentin und ihrer Schuldtitel	Kreditratings der Emittentin: Die Emittentin hat die folgenden Ratings erhalten von • Moody's Investors Service ("Moody's")*; und • Standard & Poor's Credit Market Services Europe Limited ("S&P")*. Zum Datum dieses Basisprospekts sind diese Ratings wie folgt:

¹⁹ Entfernen, sofern die Schuldverschreibungen als derivative Wertpapiere im Sinne von Anhang XII der Prospektverordnung begeben werden.

			Moody's²⁰	S&P²¹
		Rating langfristige Verbindlichkeiten (senior)	A3 Ausblick: stabil	BBB+ Ausblick: positiv
		Rating for kurzfristige Verbindlichkeiten (senior)	P-2	A-2
		*) Moody's Deutschland GmbH, An der Welle 5, 2. Stock., 60322 Frankfurt, Deutschland und Standard & Poor's Credit Market Services Europe Limited, London (Niederlassung Deutschland), 60311 Frankfurt am Main, haben ihren Sitz in der Europäischen Union, sie sind gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rats vom 16. September 2009 über Ratingagenturen, in der jeweils geänderten Fassung (die "Rating-Verordnung") registriert und auf der Liste der Ratingagenturen aufgeführt, die in Übereinstimmung mit der Rating-Verordnung registriert sind und die von der Europäischen Wertpapier- und Marktaufsichtsbehörde auf ihrer Internetseite www.esma.europa.eu/page/List-registered-and-certified-CRAs veröffentlicht wurde. Kreditratings der [Gewöhnlichen Nicht Nachrangigen (Senior)] [Nachrangigen] [Berücksichtigungsfähigen] [Fundierten Bank-] Schuldverschreibungen: [Die auszugebenden [Gewöhnlichen Nicht Nachrangigen (Senior)] [Nachrangigen] [Berücksichtigungsfähigen] [Fundierten Bank-] Schuldverschreibungen [sind geratet worden mit] [werden voraussichtlich folgendes Rating erhalten]: [Rating einfügen]]. [Nicht anwendbar. Die auszugebenden [Gewöhnlichen Nicht Nachrangigen (Senior)] [Nachrangigen] [Berücksichtigungsfähigen] [Fundierten Bank-] Schuldverschreibungen werden voraussichtlich kein Rating erhalten.]].		

²⁰ Moody's vergibt langfristige Ratings anhand der folgenden Skala: Aaa, Aa, A, Baa, Ba, B, Caa, Ca und C. Jeder allgemeinen Ratingkategorie von Aa bis Caa weist Moody's die numerischen Modifikatoren "1", "2" und "3" zu. Der Modifikator "1" zeigt an, dass die Bank am oberen Ende ihrer Buchstaben-Ratingklasse steht, der Modifikator "2" steht für ein mittleres Ranking und der Modifikator "3" zeigt an, dass die Bank sich am unteren Ende ihrer Buchstaben-Ratingklasse befindet. Die kurzfristigen Ratings von Moody's stellen eine Einschätzung der Fähigkeit des Emittenten dar, kurzfristigen finanziellen Verpflichtungen nachzukommen, und reichen von P-1, P-2, P-3 bis hinunter zu NP (Not Prime).

²¹ S&P vergibt langfristige Bonitätsratings anhand der folgenden Skala: AAA (beste Qualität, geringstes Ausfallrisiko), AA, A, BBB, BB, B, CCC, CC, C, SD bis D (höchstes Ausfallrisiko). Die Ratings von AA bis CCC können durch ein "+" oder "-" modifiziert werden, um die relative Position innerhalb der Hauptratingklasse anzugeben. S&P kann darüber hinaus eine Einschätzung (genannt *Credit Watch*) abgeben, ob ein Rating in naher Zukunft voraussichtlich ein Upgrade (positiv) erhält, ein Downgrade (negativ) erhält oder ob die Tendenz ungewiss ist (developing). S&P weist spezifischen Emissionen kurzfristige Ratings auf einer Skala von A-1 (besonders hoher Grad an Sicherheit), A-2, A-3, B, C, SD bis hinab zu D (höchstes Ausfallrisiko) zu.

Abschnitt C – Wertpapiere

Punkt		
C.1	Art und Gattung der Wertpapiere, einschließlich jeder Wertpapierkennnummer	Gattung der Wertpapiere [Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [[Gewöhnlichen nicht nachrangigen] [Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] sind Schuldinstrumente gemäß §§ 793 ff. Bürgerliches Gesetzbuch (BGB).] [Die Fundierten Bankschuldverschreibungen werden als fundierte Bankschuldverschreibungen gemäß dem Gesetz betreffend fundierte Bankschuldverschreibungen (FBSchVG) idGF begeben.] Art der Wertpapiere: Die Wertpapiere werden begeben als [Gewöhnliche Nicht Nachrangige (<i>senior</i>) Schuldverschreibungen] [Nachrangige Schuldverschreibungen] [[Gewöhnliche nicht nachrangige][Nicht bevorrechtigte nicht nachrangige] Berücksichtigungsfähige Schuldverschreibungen] [Fundierte Bankschuldverschreibungen] [mit][ohne] [einer] [Referenzsatz-abhängigen] [Index-abhängigen] [und] [fester][Step-Up][Step-Down][fest zu fest][fest zu [fest zu] variabler][variabler zu fest][variabler][Dual][Digitaler][Range Accrual][Nullkupon] Zinskomponente [und] [einem fixen Automatischen Rückzahlungs[betrag][kurs]] [fixen Automatischen Rückzahlungs[beträgen][kursen] für [den][jeden] Automatischen Rückzahlungstermin] und mit einem [Index-abhängigen Endgültigen Rückzahlungskurs] [festen Endgültigen Rückzahlungskurs][festen Endgültigen Rückzahlungsbetrag] (die "Schuldverschreibungen"). [Im Fall der ersten Tranche einer Serie einfügen: Serie: [●] Wertpapierkennnummer(n) [ISIN: [●]] [WKN: [●]] [Common Code: [●]] [Andere: [●]] [Im Fall von Aufstockungen einfügen: Tranche: [●]; diese Tranche bildet zusammen mit den bereits begebenen Tranchen eine einheitliche Serie und erhöht das Emissionsvolumen entsprechend Serie: [●] Tranche: [●]

		Wertpapierkennnummer(n) [ISIN: [●]] [WKN: [●]] [Common Code: [●]] [Andere: [●]] [Im Fall von Aufstockungen einfügen, sofern für diese Zwecke erforderlich: Wertpapierkennnummer(n) (Interims) [ISIN: [●]] [WKN: [●]] [Common Code: [●]] [Andere: [●]]
C.2	Währung der Wertpapier-emission	Die Schuldverschreibungen sind in [Währung einfügen] begeben [und denominiert]. [(auch die " Festgelegte Währung ")].
C.5	Beschränkungen der freien Übertragbarkeit der Wertpapiere	[Entfällt. Die Schuldverschreibungen sind frei übertragbar.] [Die Schuldverschreibungen sind ausschließlich innerhalb der Abwicklungssysteme der Emittentin übertragbar.]
C.8	Mit den Wertpapieren verbundenen Rechte, einschließlich der Rangordnung und Beschränkungen dieser Rechte	Mit den Schuldverschreibungen verbundene Rechte Jeder Gläubiger der [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] hat das Recht, von der Emittentin die gemäß den Anleihebedingungen der [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] fälligen Zahlungen von [Zinsen und] Kapital zu verlangen. [Wenn Referenz-Zinssatz anwendbar, einfügen: "Bildschirmseite [[●]]"bedeutet [REUTERS Bildschirmseite [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg Seite CPTFEMU Index] [Bildschirmseite und ggf. zusätzliche Angaben einfügen] oder jede Nachfolgeseite.] [Wenn Referenz-Swapsatz anwendbar, einfügen: "Bildschirmseite [[●]]"bedeutet [●]] [Wenn Referenzwert ist CMS-Satz, einfügen: "Bildschirmseite [[●]]"bedeutet [●]]

		[Wenn Referenzwert anwendbar ist, einfügen: "Referenzwert" bedeutet einen Wert, der [dessen Entwicklung] [die Höhe] [eines/des/der variablen Zinssatzes/Zinssätze] [und][oder] [den Rückzahlungsbetrag] [und][oder][die Verzinsung für eine bestimmte Zinsenlaufperiode] [und][oder][die Laufzeit der Schuldverschreibungen] [eine andere Rechtsfolge einfügen] bestimmt (z.B. ein Zinssatz, ein Swapsatz, ein Wechselkurs, etc.)] [Wenn der Referenzwert ein Zinssatz ist einfügen: "Referenz-Zinssatz" ist der Angebotssatz für den [Zahl]-Monats [EURIBOR][LIBOR][USD LIBOR][CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen], der auf der Bildschirmseite am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] gegen [11.00][maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen]) angezeigt wird. [Wenn der Referenzwert ein Swapsatz ist einfügen: "Referenz-Swapsatz" ist der ["[Anzahl der Jahre/Monate einfügen] [Jahres-][Monats-] [relevante Währung einfügen][Swap Satz und bedeutet [[●] / Definition und Bildschirmseite einfügen].] [Wenn der Referenzwert ein CMS-Satz ist, einfügen: "Referenz-CMS-Satz" ("CMS") ist der [Anzahl der Monate einfügen] Swapsatz bezüglich [maßgebliche Währung einfügen] denominierten Swap Transaktionen mit [der][den] Laufzeit[en] von [maßgebliche Laufzeit[en] einfügen], der auf der Bildschirmseite [[●]] am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag [anderen Tag festlegen] unter der Bildüberschrift [und in der Spalte] [maßgebliche Bildschirmüberschrift [und Spalte] einfügen] gegen [11:00 Uhr] [maßgebliche Zeit einfügen] ([relevante Zeitzone einfügen]) angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] ["Referenzbanken" bezeichnet die Niederlassungen von [fünf] führenden [.] im Interbanken-Markt.] [Im Falle eines Einstellungsereignisses einfügen: Ersetzung des [Referenz-Zinssatzes][Referenz-Swapsatzes][anderen Angebotssatz einfügen][[maßgebliche Währung einfügen] CMS-Satzes] im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den [Referenz-Zinssatz][Referenz-Swapsatz][anderen Angebotssatz einfügen] [[maßgebliche Währung einfügen] CMS-Satz] nicht mehr verwenden darf, oder (ii) der Administrator des [Referenz-Zinssatzes][Referenz-Swapsatzes][anderen Angebotssatz einfügen] [[maßgebliche Währung einfügen] CMS-Satzes] die Berechnung und Veröffentlichung des [Referenz-Zinssatzes][Referenz-Swapsatzes][anderen Angebotssatz einfügen][[maßgebliche Währung einfügen] CMS-Satzes] dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des [Referenz-Zinssatzes][Referenz-Swapsatz][anderen Angebotssatz einfügen][[maßgebliche Währung einfügen] CMS-Satz] zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der [Referenz-Zinssatz][Referenz-Swapsatz][anderen Angebotssatz einfügen] [[maßgebliche Währung einfügen] CMS-Satz] anderweitig eingestellt ist oder auf

		andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungsereignis"), soll der [Referenz-Zinssatz][Referenz- Swapsatz] [anderen Angebotssatz einfügen][[maßgebliche Währung einfügen] Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein CMS-Satz] gemäß der nachstehenden Abfolge ersetzt werden: I) Der [Referenz-Zinssatz][Referenz-Swapsatz][anderen Angebotssatz einfügen][[maßgebliche Währung einfügen] CMS-Satz] soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [Referenz-Zinssatzes][Referenz-Swapsatzes][anderen Angebotssatz einfügen] [[maßgebliche Währung einfügen] CMS-Satzes], die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde bekannt gegeben wird; II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [Referenz-Zinssatzes] [Referenz-Swapsatz][anderen Angebotssatz einfügen] [[maßgebliche Währung einfügen] CMS-Satz] vergleichbar ist, oder III) die Emittentin entscheidet nach billigem Ermessen, dass der [Referenz-Zinssatz][Referenz-Swapsatz][anderen Angebotssatz einfügen] [[maßgebliche Währung einfügen] CMS-Satz] [der Angebotssatz für den] [jener] [Referenz-Zinssatz][Referenz-Swapsatz][anderen Angebotssatz einfügen][[maßgebliche Währung einfügen] CMS-Satz] ist, der auf der Bildschirmseite, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren], an dem diese Angebotssätze angezeigt wurden, erschienen ist [, oder dass die Schuldverschreibungen [zum] [[•]] zurückgezahlt werden]. Anwendbares Recht [Die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen unterliegen [in Bezug auf den Inhalt] deutschem Recht.] [Nachrangige Schuldverschreibungen unterliegen [in Bezug auf den Inhalt] deutschem Recht bis auf die Regelungen im Hinblick auf Status (§ 3 der Bedingungen), welche österreichischem Recht unterliegen.] [Fundierte Bankschuldverschreibungen unterliegen [in Bezug auf den Inhalt] deutschem Recht bis auf die Regelungen im Hinblick auf Status (§ 3 der Bedingungen), Deckungsstock, Kündigung (§ 10 der Bedingungen) und Ersetzung (§ 11 der Bedingungen), welche österreichischem Recht unterliegen.] [Berücksichtigungsfähige Schuldverschreibungen unterliegen [in Bezug auf den Inhalt] deutschem Recht bis auf die Regelungen im Hinblick auf Status (§ 3 der Bedingungen), welche österreichischem Recht unterliegen.] [Die aus der Form und der Verwahrung der [Gewöhnlichen Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] [im Tresor der Emittentin][bei der OeKB CSD GmbH ("OeKB")] folgenden Rechtswirkungen unterliegen österreichischem Recht.]

		Rückzahlung der Schuldverschreibungen <i>Rückzahlung bei Endfälligkeit</i> Soweit nicht zuvor zurückgezahlt[,] [oder automatisch zurückgezahlt,] werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen Nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [[Variablen] Zinsenzahlungstag, der in [Rückzahlungsmonat / Rückzahlungsjahr einfügen] fällt,] (der "Rückzahlungstag") zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] zurückgezahlt.] [Endgültiger Rückzahlungsbetrag: Nennbetrag] [Endgültiger Rückzahlungsbetrag: [Endgültigen Rückzahlungsbetrag einfügen, der über dem Nennbetrag liegt oder diesem entspricht].] [[Fester] Endgültiger Rückzahlungskurs: [●]% ihres Nennbetrags.] [Indexbezogener Endgültiger Rückzahlungskurs: Der indexbezogene Endgültige Rückzahlungskurs in Bezug auf jede Schuldverschreibung, ausgedrückt in % (Prozent vom Nennbetrag), errechnet sich wie folgt: $100 + \text{Max} \{ \{ ((\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1)) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] \}; 0 \}$ "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite veröffentlicht wird.]\

		[Im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen mit einer Automatischen Rückzahlung bei Eintritt der Automatischen Rückzahlungsbedingung einfügen: <i>Automatische Rückzahlung</i> Wird eine Automatische Rückzahlungsbedingung gemäß lit. (b) [am] [an einem relevanten] Beobachtungstag erfüllt, so werden die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen zur Gänze am [unmittelbar auf diesen Beobachtungstag, an welchem der Eintritt der Bedingung erstmals beobachtet und festgestellt wurde, folgenden] Automatischen Rückzahlungstermin [wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt] zu ihrem [Automatischen Rückzahlungsbetrag][Automatischen Rückzahlungskurs] zurückgezahlt; andernfalls erfolgt die Rückzahlung der Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen am Ende der Laufzeit zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs]. (a) Automatische[r] Rückzahlungstermin[e]: "Automatische[r] Rückzahlungstermin[e]" [ist] [sind] [der] [die] [Kupontermin[e]] [Termin[e]], [welche[r] dem [relevanten] Beobachtungstag unmittelbar [folgt] [folgen]], wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt. (b) Automatische Rückzahlungsbedingung: Die Automatische Rückzahlungsbedingung gilt als erfüllt, wenn der Auto-Referenzwert gemäß lit. (c) [am] [an einem] Beobachtungstag [erstmalig] [kleiner als] [oder] [größer als] [oder] [gleich] [der] [dem] [Auto-Referenzpreis 1]] [[und] [oder] [kleiner als] [oder] [größer als] [oder][gleich] [der] [dem] [Auto-Referenzpreis 2] ist, wie in der nachfolgend unter lit. (f) dargestellten Tabelle beschrieben. (c) Auto-Referenzwert Maßgeblicher "Auto-Referenzwert" ist der [Im Fall, dass ein Auto-Referenz-Wechselkurs anwendbar ist, einfügen: [[EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] [Mitte-][Geld-][Brief-] Wechselkurs (Kassakurs) ("Auto-Referenz-Wechselkurs"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar][andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Beobachtungstag gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] ("Auto-Referenz-Wechselkurs") erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] "Auto-Referenz-Bildschirmseite" bedeutet [●] "Maßgebliche Währung" bedeutet [●]] [Im Fall, dass ein Auto-Referenz-CMS-Satz anwendbar ist, einfügen: Referenz-CMS-Satz ("Auto-Referenz-CMS-Satz"), wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

		[Im Fall, dass ein Auto-Referenz-Zinssatz anwendbar ist, einfügen: [Referenz-Zinssatz ("Auto-Referenz-Zinssatz"), ausgedrückt als Prozentsatz [per annum][anderen Zeitraum einfügen] angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] ["Auto-Referenzbanken" bezeichnen die Niederlassungen von mindestens [vier][andere Anzahl einfügen] bedeutenden Banken am für den Auto-Referenzwert maßgeblichen [Finanzzentrum einfügen] Interbanken-Markt] (d) Beobachtungstag[e]: [ist der][sind die] Tag[e], wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt ([jeweils ein] "Beobachtungstag"). (e) [Automatische[r] Rückzahlungs[-betrag][,-beträge] [Automatische[r] Rückzahlungskurs[e]] Der ["Automatische Rückzahlungsbetrag"] ["Automatische Rückzahlungskurs"] in Bezug auf die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen ist der in der nachfolgend unter lit. (f) dargestellten Tabelle dem [jeweiligen] Automatischen Rückzahlungstermin zugewiesene [Betrag] [Kurs], zahlbar in der Festgelegten Währung. In jedem Fall ist der [Automatische Rückzahlungsbetrag] [Automatische Rückzahlungskurs] [ein Betrag gleich oder höher als der Nennbetrag in Festgelegter Währung][ein Kurs gleich oder höher als 100% des Nennbetrages]. (f) Relevante Daten für die Automatische Rückzahlung <table><tr><th>Beobachtungs-tag</th><th>Automatischer Rückzahlungstermin</th><th>Auto-Referenzpreis [1]</th><th>[Auto-Referenzpreis 2</th><th>[[Automatischer Rückzahlungsbetrag] [Automatischer Rückzahlungskurs]</th></tr><tr><td>[Beobachtungs-tag einfügen]</td><td>[Automatischen Rückzahlungstermin einfügen]</td><td>[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]</td><td>[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]</td><td>[Automatischen Rückzahlungsbetrag / Rückzahlungskurs einfügen]</td></tr><tr><td>[Beobachtungs-tag einfügen]</td><td>[Automatischen Rückzahlungstermin einfügen]</td><td>[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]</td><td>[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]]</td><td>[Automatischen Rückzahlungsbetrag / Rückzahlungskurs einfügen]]</td></tr></table> (g) Bekanntmachung der Automatischen Rückzahlung Eine Automatische Rückzahlung ist [gegenüber der [Schweizer] [Emissionsstelle] [Hauptzahlstelle] und] gegenüber den Gläubigern der Schuldverschreibungen durch die Emittentin (Mitteilungen / [Keine] Börsennotiz) bekannt zu geben. Sie beinhaltet die folgenden Angaben: (i) die Bezeichnung der zurückzuzahlenden Serie von Schuldverschreibungen; (ii) den Tag der betreffenden Automatischen Rückzahlung; und	Beobachtungs-tag	Automatischer Rückzahlungstermin	Auto-Referenzpreis [1]	[Auto-Referenzpreis 2	[[Automatischer Rückzahlungsbetrag] [Automatischer Rückzahlungskurs]	[Beobachtungs-tag einfügen]	[Automatischen Rückzahlungstermin einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]	[Automatischen Rückzahlungsbetrag / Rückzahlungskurs einfügen]	[Beobachtungs-tag einfügen]	[Automatischen Rückzahlungstermin einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]]	[Automatischen Rückzahlungsbetrag / Rückzahlungskurs einfügen]]
Beobachtungs-tag	Automatischer Rückzahlungstermin	Auto-Referenzpreis [1]	[Auto-Referenzpreis 2	[[Automatischer Rückzahlungsbetrag] [Automatischer Rückzahlungskurs]													
[Beobachtungs-tag einfügen]	[Automatischen Rückzahlungstermin einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]	[Automatischen Rückzahlungsbetrag / Rückzahlungskurs einfügen]													
[Beobachtungs-tag einfügen]	[Automatischen Rückzahlungstermin einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]]	[Automatischen Rückzahlungsbetrag / Rückzahlungskurs einfügen]]													

		(iii) den anwendbaren [Automatischen Rückzahlungsbetrag] [Automatischen Rückzahlungskurs], zu dem die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen zurückgezahlt werden.]
		<i>[Im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen einfügen:</i> <i>Vorzeitige Rückzahlung aus steuerlichen Gründen</i> Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin nach vorheriger Bekanntgabe der vorzeitigen Rückzahlung aus steuerlichen Gründen, zu deren [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften zur Zahlung von Zusätzlichen Beträgen verpflichtet ist. [Vorzeitiger Rückzahlungsbetrag] [Vorzeitiger Rückzahlungskurs]: [●]
		<i>[Falls bei Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:</i> <i>Vorzeitige Rückzahlung nach Wahl der Emittentin</i> Die Emittentin kann, nachdem sie die Vorzeitige Rückzahlung bekannt gemacht hat, die Schuldverschreibungen insgesamt oder teilweise [am][an den] Wahl-Rückzahlungstag[en] (Call) [zum][zu den] [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträgen] (Call) [zum][zu den] Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskursen] (Call), nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen vorzeitig zurückzahlen. Wahl-Rückzahlungstag[e] (Call): [●] [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskurse] (Call): [●] <i>[Falls bei Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:</i> <i>Vorzeitige Rückzahlung nach Wahl des Gläubigers</i> Jeder Schuldverschreibungsgläubiger hat das Recht, die Vorzeitige Rückzahlung der Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahl-Rückzahlungstag[en] [zum] [zu den] [Wahl-Rückzahlungsbetrag][Wahl-Rückzahlungsbeträgen] [zum] [zu den] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskursen] nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen.

		Wahl-Rückzahlungstag[e]: [•] [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskurse]: [•]] <i>[Im Fall von Nachrangigen Schuldverschreibungen einfügen:</i> <i>Vorzeitige Rückzahlung aus steuerlichen Gründen</i> Die Emittentin kann die Nachrangigen Schuldverschreibungen jederzeit im Ganzen vorzeitig zurückzahlen, wenn es eine Änderung in der geltenden steuerlichen Behandlung der Nachrangigen Schuldverschreibungen gibt, vorausgesetzt dass eine solche vorzeitige Rückzahlung durch die Emittentin den Erfordernissen der Artikel 77 und 78 CRR entspricht. Diese Erfordernisse schließen die vorherige Zustimmung der Zuständigen Behörde zu einer solchen vorzeitigen Rückzahlung durch die Emittentin ein. <i>Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen</i> Die Emittentin kann die Nachrangigen Schuldverschreibungen jederzeit im Ganzen vorzeitig zurückzahlen, wenn es eine Änderung in der aufsichtsrechtlichen Einstufung der Nachrangigen Schuldverschreibungen gibt, welche wahrscheinlich in einem vollständigen Ausschluss aus den Eigenmitteln oder zu einer Neueinstufung als Eigenmittel geringerer Qualität führen würde, vorausgesetzt dass eine solche vorzeitige Rückzahlung durch die Emittentin den Erfordernissen der Artikel 77 und 78 CRR entspricht. Diese Erfordernisse schließen die vorherige Zustimmung der Zuständigen Behörde zu einer solchen vorzeitigen Rückzahlung durch die Emittentin ein. <i>[Falls bei Nachrangigen Schuldverschreibungen die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:</i> <i>Vorzeitige Rückzahlung nach Wahl der Emittentin</i> Die Emittentin kann die Nachrangigen Schuldverschreibungen im Ganzen am [Wahl-Rückzahlungstag eintragen] vorzeitig zurückzahlen, nachdem sie dies nicht mehr als [60] [andere Anzahl einfügen] [Geschäftstage] [Tage], aber nicht weniger als [30] [andere Anzahl einfügen] [Geschäftstage] [Tage] bekanntgegeben hat, vorausgesetzt dass eine solche vorzeitige Rückzahlung durch die Emittentin den Erfordernissen der Artikel 77 und 78 CRR entspricht. Diese Erfordernisse schließen die vorherige Zustimmung der Zuständigen Behörde zu einer solchen vorzeitigen Rückzahlung durch die Emittentin ein. Wahl-Rückzahlungstag: [•]] <i>Sofern auf CRR und/oder Zuständige Behörde in dieser Zusammenfassung Bezug genommen wird, haben die jeweiligen Begriffe die folgende Bedeutung:</i>

	"CRR" bezeichnet die Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (<i>Capital Requirements Regulation – CRR</i>) in der jeweils geltenden oder ersetzten Fassung, und Bezugnahmen in dieser Zusammenfassung auf die maßgeblichen Artikel der CRR beinhalten Bezugnahmen auf jede anwendbare Bestimmung, die diese Artikel jeweils ändert oder ersetzt. "Zuständige Behörde" bezeichnet die zuständige Behörde gemäß Artikel 4(1)(40) CRR, die für die Beaufsichtigung der Emittentin auf Einzel- und/oder konsolidierter Basis verantwortlich ist.]
	[Im Fall von Fundierten Bankschuldverschreibungen einfügen: Vorzeitige Rückzahlung aus steuerlichen Gründen Eine vorzeitige Rückzahlung der Fundierten Bankschuldverschreibungen nach Wahl der Emittentin ist – nach vorheriger Bekanntgabe – zulässig, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und –vorschriften der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften zur Zahlung von Zusätzlichen Beträgen verpflichtet ist. [Falls bei Fundierten Bankschuldverschreibungen die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen: Vorzeitige Rückzahlung nach Wahl der Emittentin Die Emittentin kann, nachdem sie die Vorzeitige Rückzahlung bekannt gemacht hat, die Fundierten Bankschuldverschreibungen insgesamt oder teilweise [am][an den] Wahl-Rückzahlungstag[en] (Call) [zum][zu den] Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträgen] (Call) [zum][zu den] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskursen] (Call), nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen vorzeitig zurückzahlen. Wahl-Rückzahlungstag[e] (Call): [•] [Wahl-Rückzahlungsbetrag][Wahl-Rückzahlungsbeträge] (Call) [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskurse] (Call): [•]

		<i>[Falls bei Fundierten Bankschuldverschreibungen der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:</i> <i>Vorzeitige Rückzahlung nach Wahl des Gläubigers</i> Jeder Schuldverschreibungsgläubiger hat das Recht, die Vorzeitige Rückzahlung der Fundierten Bankschuldverschreibungen insgesamt oder teilweise [am] [an den] Wahl-Rückzahlungstag[en] [zum] [zu den] [Wahl-Rückzahlungsbetrag][Wahl-Rückzahlungsbeträgen] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskursen] nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen. <i>Wahl-Rückzahlungstag[e]:</i> [•] <i>[Wahl-Rückzahlungsbetrag][Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskurse]:</i> [•]]
		<i>[Im Fall von Berücksichtigungsfähigen Schuldverschreibungen einfügen:</i> <i>[Falls eine Vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen möglich ist einfügen:</i> <i>Vorzeitige Rückzahlung aus steuerlichen Gründen</i> Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin nach vorheriger Bekanntgabe der vorzeitigen Rückzahlung aus steuerlichen Gründen, zu deren [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] zurückgezahlt werden, vorausgesetzt dass die Emittentin, sofern und insoweit erforderlich, zuvor die Erlaubnis der Zuständigen Behörde und/oder der Abwicklungsbehörde zur Vorzeitigen Rückzahlung erhalten hat und etwaige anderen Voraussetzungen erfüllt worden sind.] <i>Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen</i> Die Emittentin kann Berücksichtigungsfähige Schuldverschreibungen jederzeit im Ganzen vorzeitig zurückzahlen, wenn es eine Änderung in der aufsichtsrechtlichen Einstufung der Berücksichtigungsfähigen Schuldverschreibungen gibt, was wahrscheinlich zur Gänze oder teilweise zu ihrem Ausschluss aus den für den Mindestbetrag an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (<i>minimum requirement for own funds and eligible liabilities - MREL</i>) gemäß BaSAG anrechenbaren berücksichtigungsfähigen Verbindlichkeiten auf unlimitierter und nach oben uneingeschränkter Basis führen würde oder geführt hat. Eine solche Vorzeitige Rückzahlung setzt voraus, dass die Emittentin, sofern und insoweit erforderlich, zuvor die Erlaubnis der Zuständigen Behörde und/oder der Abwicklungsbehörde zur Vorzeitigen Rückzahlung erhalten hat und etwaige andere Voraussetzungen erfüllt worden sind.

		[[Endgültiger] Vorzeitiger Rückzahlungsbetrag] [[Endgültiger] Vorzeitiger Rückzahlungskurs]: [●] <i>[Falls bei Berücksichtigungsfähigen Schuldverschreibungen die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:</i> <i>Vorzeitige Rückzahlung nach Wahl der Emittentin</i> Die Emittentin kann, nachdem sie die Vorzeitige Rückzahlung bekannt gemacht hat, die Schuldverschreibungen insgesamt oder teilweise [am][an den] Wahl-Rückzahlungstag[en] (Call) [zum][zu den] Wahl-Rückzahlungsbetrag [Wahl-Rückzahlungsbeträgen] (Call) [zum][zu den] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskursen] (Call), nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen vorzeitig zurückzahlen, vorausgesetzt dass die Emittentin, sofern und insoweit erforderlich, zuvor die Erlaubnis der Zuständigen Behörde und/oder der Abwicklungsbehörde zur Vorzeitigen Rückzahlung erhalten hat und etwaige anderen Voraussetzungen erfüllt worden sind. Wahl-Rückzahlungstag[e] (Call): [●] [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskurse] (Call): [●.] <i>[Falls bei Berücksichtigungsfähigen Schuldverschreibungen der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:</i> <i>Vorzeitige Rückzahlung nach Wahl des Gläubigers</i> Jeder Schuldverschreibungsgläubiger hat das Recht, die Vorzeitige Rückzahlung der Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahl-Rückzahlungstag[en] [zum] [zu den] [Wahl-Rückzahlungsbetrag][Wahl-Rückzahlungsbeträgen] [zum] [zu den] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskursen] nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen, vorausgesetzt dass die Emittentin, sofern und insoweit erforderlich, zuvor die Erlaubnis der Zuständigen Behörde und/oder der Abwicklungsbehörde zur Vorzeitigen Rückzahlung erhalten hat und etwaige anderen Voraussetzungen erfüllt worden sind. Wahl-Rückzahlungstag[e]: [●] [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs][Wahl-Rückzahlungskurse]: [●.] <i>Sofern auf die CRR und/oder die Zuständige Behörde in dieser Zusammenfassung Bezug genommen wird, haben die jeweiligen Begriffe die folgende Bedeutung:</i>

		"CRR" bezeichnet die Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (<i>Capital Requirements Regulation – CRR</i>) in der jeweils geltenden oder ersetzten Fassung, und Bezugnahmen in diesen Emissionsbedingungen auf die maßgeblichen Artikel der CRR beinhalten Bezugnahmen auf jede anwendbare Bestimmung, die diese Artikel jeweils ändert oder ersetzt. "Zuständige Behörde" bezeichnet die zuständige Behörde gemäß Artikel 4(1)(40) CRR, die für die Beaufsichtigung der Emittentin auf Einzel- und/oder konsolidierter Basis verantwortlich ist. "Abwicklungsbehörde" bezeichnet die Abwicklungsbehörde gemäß Artikel 4(1)(130) CRR, die für eine Sanierung oder Abwicklung der Emittentin auf Einzel- und/oder konsolidierter Basis verantwortlich ist.]
		Zinsenzahlungen auf Schuldverschreibungen: [Siehe nachstehenden [Punkt C.9.] [Punkt C.18.]] [Nicht anwendbar.]
		Rangfolge der Schuldverschreibungen (Status) [Falls Gewöhnliche Nicht Nachrangige Schuldverschreibungen, einfügen: Die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen begründen direkte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in einem regulären Insolvenzverfahren (Konkursverfahren) oder einer Liquidation der Emittentin untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Instrumenten oder Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig oder nachrangig sind.] [Falls Nachrangige Schuldverschreibungen, einfügen: Die Nachrangigen Schuldverschreibungen sollen Tier 2 Instrumente (wie nachstehend definiert) darstellen und begründen direkte, unbesicherte und nachrangige Verbindlichkeiten der Emittentin. In einem regulären Insolvenzverfahren (Konkursverfahren) oder einer Liquidation der Emittentin sind Ansprüche auf den Kapitalbetrag der Nachrangigen Schuldverschreibungen: (a) nachrangig gegenüber allen gegenwärtigen oder zukünftigen unbesicherten und nicht-nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin; (b) gleichrangig: (i) untereinander; und (ii) mit allen anderen gegenwärtigen oder zukünftigen Tier 2 Instrumenten und anderen nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin (ausgenommen nachrangige Instrumente oder Verbindlichkeiten der Emittentin, die vorrangig oder nachrangig gegenüber den Nachrangigen Schuldverschreibungen sind oder diesen gegenüber als vorrangig oder nachrangig bezeichnet werden); und

		(c) vorrangig gegenüber allen gegenwärtigen oder zukünftigen: (i) Instrumenten des zusätzlichen Kernkapitals (<i>Additional Tier 1</i>) gemäß Artikel 52 CRR der Emittentin; (ii) Stammaktien und anderen Instrumenten des harten Kernkapitals (<i>Common Equity Tier 1</i>) gemäß Artikel 28 CRR der Emittentin; und (iii) allen anderen nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin, die den Nachrangigen Schuldverschreibungen gegenüber nachrangig sind oder diesen gegenüber als nachrangig bezeichnet werden. Wobei: "CRR" die Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (<i>Capital Requirements Regulation – CRR</i>) in der jeweils geltenden oder ersetzten Fassung bezeichnet, und Bezugnahmen in dieser Zusammenfassung auf die maßgeblichen Artikel der CRR beinhalten Bezugnahmen auf jede anwendbare Bestimmung, die diese Artikel jeweils ändert oder ersetzt. "Tier 2 Instrumente" alle (direkt oder indirekt begebenen) Kapitalinstrumente der Emittentin bezeichnet, die zu Instrumenten des Ergänzungskapitals (<i>Tier 2</i>) gemäß Artikel 63 CRR zählen, einschließlich aller Kapitalinstrumente, die aufgrund von CRR-Übergangsbestimmungen zu den Instrumenten des Ergänzungskapitals zählen.]
		[Falls Fundierte Bankschuldverschreibungen, einfügen: Fundierte Bankschuldverschreibungen begründen besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in Bezug auf denselben Deckungsstock untereinander gleichrangig sind.] [Falls Berücksichtigungsfähige Schuldverschreibungen, einfügen: Die Schuldverschreibungen sollen Instrumente Berücksichtigungsfähiger Verbindlichkeiten begründen (wie nachstehend definiert). [Im Fall von gewöhnlichen nicht nachrangigen Berücksichtigungsfähigen Schuldverschreibungen, einfügen: <i>Gewöhnliche nicht nachrangige Berücksichtigungsfähige Schuldverschreibungen:</i> Die Schuldverschreibungen begründen direkte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in einem regulären Insolvenzverfahren (Konkursverfahren) oder einer Liquidation der Emittentin untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Instrumenten oder Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig oder nachrangig sind.] [Im Fall von nicht bevorrechtigten nicht nachrangigen Berücksichtigungsfähigen Schuldverschreibungen, einfügen: <i>Nicht bevorrechtigte nicht nachrangige Berücksichtigungsfähige Schuldverschreibungen:</i> Die Schuldverschreibungen begründen direkte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, jedoch mit der Maßgabe, dass sie nicht bevorrechtigte nicht-nachrangige (<i>non-preferred senior</i>) Verbindlichkeiten der Emittentin aus Schuldtiteln sind, die die Voraussetzungen gemäß § 131 Abs 3 Z 1 bis 3 BaSAG erfüllen.

		Daher sind in einem regulären Insolvenzverfahren (Konkursverfahren) der Emittentin Ansprüche auf den Kapitalbetrag der Schuldverschreibungen: (a) nachrangig gegenüber allen anderen gegenwärtigen oder zukünftigen unbesicherten und nicht nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin, die nicht die Voraussetzungen gemäß § 131 Abs 3 Z 1 bis 3 BaSAG erfüllen; (b) gleichrangig: (i) untereinander; und (ii) mit allen anderen gegenwärtigen oder zukünftigen nicht-bevorrechtigten nicht-nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin, die die Voraussetzungen gemäß § 131 Abs 3 Z 1 bis 3 BaSAG erfüllen (ausgenommen nicht nachrangige Instrumente oder Verbindlichkeiten der Emittentin, die vorrangig oder nachrangig gegenüber den Schuldverschreibungen sind oder diesen gegenüber als vorrangig oder nachrangig bezeichnet werden); und (c) vorrangig gegenüber allen gegenwärtigen oder zukünftigen: (i) Stammaktien und anderen Instrumenten des harten Kernkapitals (<i>Common Equity Tier 1</i>) gemäß Artikel 28 CRR der Emittentin; (ii) Instrumenten des zusätzlichen Kernkapitals (<i>Additional Tier 1</i>) gemäß Artikel 52 CRR der Emittentin; (iii) Instrumenten des Ergänzungskapitals (<i>Tier 2</i>) gemäß Artikel 63 CRR der Emittentin; und (iv) allen anderen nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin.] Wobei folgende Definitionen gelten: "BaSAG" das österreichische Sanierungs- und Abwicklungsgesetz in der jeweils geltenden Fassung bezeichnet, und alle Bezugnahmen in diesen Bedingungen auf die maßgeblichen Bestimmungen im BaSAG Bezugnahmen auf alle geltenden gesetzlichen Bestimmungen umfassen, die diese Bestimmungen von Zeit zu Zeit ändern oder ersetzen. "CRR" bezeichnet die Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (<i>Capital Requirements Regulation – CRR</i>) in der jeweils geltenden oder ersetzten Fassung, und Bezugnahmen in diesen Emissionsbedingungen auf die maßgeblichen Artikel der CRR beinhalten Bezugnahmen auf jede anwendbare Bestimmung, die diese Artikel jeweils ändert oder ersetzt. "Instrumente Berücksichtigungsfähiger Verbindlichkeiten" bezeichnet alle (direkt begebenen) Schuldtitel der Emittentin, die zu Instrumenten berücksichtigungsfähiger Verbindlichkeiten gemäß Artikel 72b CRR und/oder § [100 Abs 2][andere maßgebliche Bestimmung einfügen] BaSAG zählen, die in dem Mindestbetrag an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (<i>minimum requirement for own funds and eligible liabilities – MREL</i>) gemäß BaSAG enthalten sind, einschließlich aller Schuldtitel, die aufgrund von Übergangsbestimmungen zu den Instrumenten berücksichtigungsfähiger Verbindlichkeiten der CRR und/oder des BaSAG zählen. Beschränkungen der mit den Schuldverschreibungen verbundenen Rechte Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch ("BGB") bestimmte Vorlegungsfrist wird für die Schuldverschreibungen [(i)] im Hinblick auf das Kapital auf [zehn] [andere Anzahl Jahre einfügen] [Jahre] [verkürzt] [unbegrenzte Zeit] [festgesetzt] [und beinhaltet aufgelaufene Zinsen][.] [(ii) und im Hinblick auf die Zinsen auf [vier] [andere Anzahl Jahre einfügen] [Jahre] [unbegrenzte Zeit] [festgesetzt][verkürzt]].

[C.9 ²²]	Bitte Punkt C.8. zusammen mit den unten stehenden Informationen lesen.	
	– Nominalzins-satz – Datum, ab dem die Zinsen zahlbar werden und Zinsfälligkeitstermine – Ggf. Beschreibung des Basiswerts, auf den er sich stützt – Fälligkeits-termin und Rückzahlungs-verfahren – Angabe der Rendite – Name der Vertreter von Schuldtitel-inhabern	[Im Fall von festverzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen], einfügen: Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [[letzten] Kupontermin] [[letzten] Zinsenzahlungstag] (ausschließlich) verzinst. Der Zinssatz beträgt [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]. Rendite Die Rendite entspricht [auf Basis [einfügen]] [Rendite einfügen] % per [●]. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangige Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fällt,] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester] [Endgültiger Rückzahlungskurs][Indexabhängiger Endgültiger Rückzahlungskurs]: [Festen Endgültigen Rückzahlungsbetrag/Festen Endgültigen Rückzahlungskurs / Indexabhängigen Endgültigen Rückzahlungskurs/-betrag einfügen] [Im Fall von Step-Up/Step-Down [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] mit festen Zinssätzen einfügen: Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen Nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) verzinst und zwar – während der ersten [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinsenzahlungstag ist im [Monat/Jahr einfügen], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] [[und][,] – [Bestimmungen für weitere Zinsenlaufperioden einfügen: [●]]

²² Entfernen, sofern die Schuldverschreibungen als derivative Wertpapiere im Sinne von Anhang XII der Prospektverordnung begeben werden.

		– während der [letzten] [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinsenzahlungstag im [Monat/Jahr einfügen]], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen]. Rendite Die Rendite beträgt [auf Basis [einfügen]] [Rendite einfügen] % per [●]. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fällt,] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester Endgültiger Rückzahlungskurs]: [Endgültigen Rückzahlungsbetrag/festen Endgültigen Rückzahlungskurs einfügen] [Im Fall von Fest-zu-Fest verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen:] Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) während – der ersten [ggf. Zahl einfügen] Zinsenlaufperiode[n], das ist vom Verzinsungsbeginn (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen]: [ersten] [andere Zahl einfügen] Kupontermin] [, das ist der [Datum einfügen],] [im Fall einer Anpassung der Zinsenlaufperioden einfügen]: [ersten] [andere Zahl einfügen] Zinsenzahlungstag] [am] [im] [Datum][Monat][Jahr] einfügen] (ausschließlich), [jährlich] [halbjährlich] [vierteljährlich] mit einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen] verzinst (der "Ursprungszinssatz").

		– [Ab der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr]einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [●] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [●] Zinsenzahlungstag] (ausschließlich) [am] [im] [[Datum] [Monat][Jahr] einfügen], werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festge-stellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.] – [[([●)]] [Danach] [A][a]b der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat] [Jahr] einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag] (ausschließlich) [am] [im] [[Datum][Monat][Jahr] einfügen], werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen. ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.] Rendite Die Rendite entspricht [auf Basis [einfügen]] [Rendite einfügen] % per annum bis zum [Zinsanpassungstag einfügen]. Der Festzinssatz wird mit Wirkung ab dem [Zinsanpassungstag einfügen] zurückgesetzt, weshalb die Rendite bis zur Endfälligkeit nicht angegeben werden kann. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester Endgültiger Rückzahlungskurs]: [Endgültigen Rückzahlungsbetrag/festen Endgültigen Rückzahlungskurs einfügen]]

		<i>[Im Falle von Variabel verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen:</i> Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [[letzten] Kupontermin] [[letzten] Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) verzinst. <i>[Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:</i> Der Zinssatz für [die][jede] Zinsenlaufperiode ist, der Referenz-Zinssatz[, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00% p.a. sein, ist ein Referenz-Zinssatz von 0,00% p.a. heranzuziehen,] <i>[im Fall der Multiplikation mit einem Faktor, einfügen:]</i>, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] <i>[im Falle einer Marge, einfügen:]</i> [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. ["Faktor"] bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.] ["Marge"] entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]] <i>[Falls der Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, einfügen:</i> Der Zinssatz für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: [Min][Max] [{][Max][Min] [(][([[[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)] ; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]]]; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]]] } ["Faktor"] bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.] ["Marge"] entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]]

		[Im Fall, dass der variable Zinssatz in Abhängigkeit von einem Referenzwert nach folgender Formel berechnet wird ([Duale-]/[Digitale Schuldverschreibungen] [Range Accrual Schuldverschreibungen]), einfügen: Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und gemäß folgender Formel bestimmt: Festgelegter Zinssatz x N/[T] [zuzüglich][abzüglich][einer Marge in Höhe von][●]] % p.a.. Wobei "Festgelegter Zinssatz" ein fixer Zinssatz ist. ["R-Geschäftstag" einen Tag (außer einen Samstag oder Sonntag) bezeichnet, an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.] [„Referenzwert-Feststellungstag“ ist [der [zweite][●]] [jeder] R-Geschäftstag [innerhalb][vor dem [Kupontermin][Zinsenzahlungstag] einer [vorhergehenden] Zinsenlaufperiode].] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: "N" die Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist, an welchen der Referenzwert [1] [[unter][über] [oder][gleich] der Digital-Untergrenze [1]] [und][oder] [[unter] [über][oder] [gleich] der Digital-Obergrenze ist [1]] [und Referenzwert 2 [[unter][über] [oder][gleich] der Digital-Untergrenze [2] [und][oder] [[unter][über][oder] [gleich] der Digital-Obergrenze [2]] ist, wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt.] "T" die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten.] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Kalendertage: Für Kalendertage, welche keine R-Geschäftstage sind, gilt der Referenzwert [1 und Referenzwert 2] des unmittelbar vorangehenden R-Geschäftstages.] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Cut-Off-Tage: Für alle [Kalendertage][R-Geschäftstage] nach dem Referenz-Cut-Off-Tag der jeweiligen Zinsenlaufperiode gilt der Referenzwert [1 und Referenzwert 2] des Referenz-Cut-Off Tages. Der Referenz Cut-Off-Tag entspricht dem [zweiten] [●] R-Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der jeweiligen Zinsenlaufperiode].]

		[Im Fall von [Dualen-]Digitalen Schuldverschreibungen einfügen: "N" hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert [1] [[über][unter] [oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze [1]] [und Referenzwert[2] [[über][unter] [oder] [gleich] der Digital-Untergrenze 2] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze 2] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.] <table border="1"> <thead> <tr> <th>Zinsen- lauf- periode</th> <th>Festge- legter Zinssatz in % p.a.</th> <th>[Digital Unter- grenze [1]]</th> <th>[Digital Ober- grenze [1]]</th> <th>[Digital Unter- grenze 2]</th> <th>[Digital Ober- grenze 2]</th> <th>[Marge]</th> </tr> </thead> <tbody> <tr> <td>Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum ein- fügen]</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum ein- fügen]</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> ["Digital-Untergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.] ["Digital-Obergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.] ["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.] ["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.]	Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]	Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum ein- fügen]							Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum ein- fügen]						
Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]																	
Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum ein- fügen]																							
Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum ein- fügen]																							

		Referenzwert [1] [Falls der Referenzwert [1] ein Referenz-Zinssatz ist einfügen: ist der Referenz-Zinssatz [1] [, sollte dieser Referenz-Zinssatz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz [1] von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].] [Falls der Referenzwert [1] ein Referenz-CMS-Satz ist einfügen: ist der Referenz-CMS-Satz [1] [, sollte dieser Referenz-CMS-Satz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz [1] von 0,00 % p.a. heranzuziehen,] wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Wenn der Referenzwert [1] ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte][Geld-][Brief-] Wechselkurs (Kassakurs) ("Referenzwert-Wechselkurs [1]"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenzwert-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Referenzwert 2] [Falls der Referenzwert 2 ein Referenz-Zinssatz ist einfügen: ist der Referenz-Zinssatz 2 [, sollte dieser Referenz-Zinssatz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz 2 von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].] [Falls der Referenzwert 2 ein Referenz-CMS-Satz ist einfügen: ist der Referenz-CMS-Satz 2 [, sollte dieser Referenz-CMS-Satz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz 2 von 0,00 % p.a. heranzuziehen,] wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

		[Wenn der Referenzwert 2 ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte][Geld-][Brief-] Wechselkurs (Kassakurs) ("Referenzwert-Wechselkurs 2"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenzwert-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]}
		[Im Fall, dass der Zinssatz auf Basis des HVPI berechnet wird, einfügen: Der Zinssatz für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: $I_{an}(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}]$ [+][-] [Zuschlag] [Abschlag] [; Wert }] [+][-] [Marge] "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] ["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag veröffentlicht wird. Bildschirmseite bedeutet [Bildschirmseite einfügen].]

		[Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese Zinsenlaufperiode [Mindestzinssatz einfügen] (Floor).] [Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese Zinsenlaufperiode [Höchstzinssatz einfügen] (Cap).] Basiswert auf dem der Zinssatz basiert [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenz-Zinssatz] [maßgebliche Währung einfügen] [CMS] [HVPI] [anderer Referenzwert] [Die Zahlung des [●][Zinssatzes][Festgelegten Zinssatzes] ist abhängig von [zu spezifizieren].] Rendite Die Berechnung der Rendite ist nicht möglich. Rückzahlung / Fälligkeitstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Fälligkeitstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester Endgültiger Rückzahlungskurs]: [Endgültigen Rückzahlungsbetrag/festen Endgültigen Rückzahlungskurs einfügen] [Im Fall von Fest zu [Fest zu] Variabel verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen: Feste Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden bezogen auf ihren Nennbetrag [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein ab dem [Datum einfügen] (der „Verzinsungsbeginn“) (einschließlich) bis zum [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festkupontermin] [, das ist der [Datum einfügen]] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festzinsenzahlungstag] (ausschließlich) verzinst (der "Festzinssatz-Zeitraum"). "Zinsenwechseltag" bezeichnet den [letzten] Festkupontermin, das ist der [Festkupontermin einfügen] [auf den [letzten] Festkupontermin, das ist der [letzten Festkupontermin einfügen] bezügliche Festzinsenzahlungstag].

		[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] (der "Festzinssatz").] [Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Verzinsungsbeginn bis zum [ersten] [Festkupontermin][Festzinsen-zahlungstag] [Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinsenzahlungs-tag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinsenzahlungs-tag einfügen] [Zinssatz einfügen] % [p.a.]] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze")].]
		Variable Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen]werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem Zinsenwechseltag (einschließlich) bis zum [letzten] [Variablen Kupontermin] [Variablen Zinsenzahlungstag][oder dem] Fälligkeitstag] (ausschließlich) mit [dem] [einem] Variablen Zinssatz verzinst. Variable Zinsen auf die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] sind an jedem Variablen Zinsenzahlungstag zahlbar.
		[Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen: Der variable Zinssatz für [die] [jede] Variable Zinsenlaufperiode ist der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] [im Fall der Multiplikation mit einem Faktor, einfügen:], multipliziert mit dem [positiven] [negativen] Faktor [und danach]] [im Falle einer Marge, einfügen:] [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. ["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]]
		[Falls der Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar: Der Zinssatz für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt:

		[Min][Max] {}[Max][Min] [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]]); [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]]); [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])}] ["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]] [Im Fall, dass der variable Zinssatz in Abhängigkeit von einem Referenzwert nach folgender Formel berechnet wird ([Dualen-][Digitale Schuldverschreibungen] [Range Accrual Schuldverschreibungen]), einfügen: Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und gemäß folgender Formel bestimmt: Festgelegter Zinssatz x N/[T] [zuzüglich][abzüglich][einer Marge in Höhe von][●]] % p.a.. wobei "Festgelegter Zinssatz" ein fixer Zinssatz ist. ["R-Geschäftstag" einen Tag (außer einen Samstag oder Sonntag) bezeichnet, an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.] [„Referenzwert-Feststellungstag“ ist [der [zweite][●] [jeder] R-Geschäftstag [innerhalb][vor dem [Kupontermin][Zinsenzahlungstag] einer [vorhergehenden] Zinsenlaufperiode].] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: "N" die Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist, an welchen der Referenzwert [1] [[unter][über] [oder][gleich] der Digital-Untergrenze[1]] ist [und][oder] [[unter][über] [oder] [gleich] der Digital-Obergrenze [1]] [und Referenzwert 2 [[unter][über] [oder][gleich] der Digital-Untergrenze [2] [und][oder] [[unter][über] [oder] [gleich] der Digital-Obergrenze [2]] ist, wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt. "T" die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten.]

		[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Kalendertage: Für Kalendertage, welche keine R-Geschäftstage sind, gilt der Referenzwert [1 und Referenzwert 2] des unmittelbar vorangehenden R-Geschäftstages.] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Cut-Off-Tage: Für alle [Kalendertage][R-Geschäftstage] nach dem Referenz-Cut-Off-Tag der jeweiligen Zinsenlaufperiode gilt der Referenzwert [1 und Referenzwert 2]des Referenz-Cut-Off Tages. Der Referenz Cut-Off-Tag entspricht dem [zweiten] [●] R-Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der jeweiligen Zinsenlaufperiode[.] [Im Fall von [Dualen-]Digitalen Schuldverschreibungen einfügen: "N" hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert [1] [[über][unter] [oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze [1]] [und Referenzwert[2] [[über][unter] [oder] [gleich] der Digital-Untergrenze 2] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze 2] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.] <table border="1"> <thead> <tr> <th>Zinsen- lauf- periode</th> <th>Festge- legter Zinssatz in % p.a.</th> <th>[Digital Unter- grenze [1]]</th> <th>[Digital Ober- grenze [1]]</th> <th>[Digital Unter- grenze 2]</th> <th>[Digital Ober- grenze 2]</th> <th>[Marge]</th> </tr> </thead> <tbody> <tr> <td>Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> ["Digital-Untergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.]	Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]	Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]							Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]						
Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]																	
Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]																							
Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]																							

		["Digital-Obergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.] ["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.] ["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.] Referenzwert [1] [Falls der Referenzwert [1] ein Referenz-Zinssatz ist, einfügen: ist der Referenz-Zinssatz [1] [, sollte dieser Referenz-Zinssatz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz [1] von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].] [Falls der Referenzwert [1] ein Referenz-CMS-Satz ist, einfügen: ist der Referenz-CMS-Satz [1] [, sollte dieser Referenz-CMS-Satz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz [1] von 0,00 % p.a. heranzuziehen,], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Falls der Referenzwert [1] ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte][Geld-][Brief-] Wechselkurs (Kassakurs) ("Referenz-Wechselkurs [1]"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Referenzwert 2] [Falls der Referenzwert 2 ein Referenz-Zinssatz ist, einfügen: ist der Referenz-Zinssatz 2 [, sollte dieser Referenz-Zinssatz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz 2 von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].] [Falls der Referenzwert 2 ein Referenz-CMS-Satz ist, einfügen: ist der Referenz-CMS-Satz 2 [, sollte dieser Referenz-CMS-Satz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz 2 von 0,00 % p.a. heranzuziehen,], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

		[Falls der Referenzwert 2 ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte] Wechselkurs (Kassakurs) ("Referenz-Wechselkurs 2"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]]
		[Im Fall, dass der Zinssatz auf Basis des HVPI berechnet wird, einfügen: Der Zinssatz für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: $I_{an}(t) = [\text{Min} \{ \ }] [\text{Max} \{ \ }] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}]$ [+][-] [Zuschlag] [Abschlag] [; Wert }] [+][-] [Marge] "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] ["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag veröffentlicht wird. "Bildschirmseite" bedeutet [Bildschirmseite einfügen].]

	[Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [•]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Mindestzinssatz einfügen] (Floor).] [Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [•]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Höchstzinssatz einfügen] (Cap).]				
	Basiswert, auf dem der Zinssatz basiert [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen] [maßgebliche Währung einfügen] [CMS] [HVPI] [anderer Referenzwert] [Die Zahlungen des [•][Zinssatzes][Festgelegten Zinssatzes] ist abhängig von [zu spezifizieren].] Rendite [Die Rendite für die einzelne Festzinsenlaufperiode ist wie folgt: <table><tr><td>Festzinsenlaufperiode</td><td>Rendite</td></tr><tr><td>[•]</td><td>[•]</td></tr></table> [Die Berechnung der Rendite ist [nicht möglich] [nur für den Festzinssatz-Zeitraum [auf Basis [einfügen]] möglich].] Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen Nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester Endgültiger Rückzahlungskurs]: [Endgültigen Rückzahlungsbetrag/festen Endgültigen Rückzahlungskurs einfügen]]	Festzinsenlaufperiode	Rendite	[•]	[•]
Festzinsenlaufperiode	Rendite				
[•]	[•]				

		[Im Fall von Variabel zu Fest verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen: Variable Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [[letzten] Variablen Kupontermin] [Zinsenwechseltag] [Variablen Kupontermin, der in [Monat/Rückzahlungsjahr einfügen] fällt,] (ausschließlich) mit [dem] [einem] Variablen Zinssatz verzinst. Variable Zinsen auf die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] sind an jedem Variablen Zinsenzahlungstag zahlbar. "Zinsenwechseltag" bezeichnet den [letzten Variablen Kupontermin einfügen] [auf den letzten Variablen Kupontermin [letzten Variablen Kupontermin einfügen] bezüglichen Variablen Zinsenzahlungstag]. [Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen: Der variable Zinssatz für [die] [jede] Variable Zinsenlaufperiode ist der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00% p.a. sein, ist ein Referenz-Zinssatz von 0,00% p.a. heranzuziehen,] [im Fall der Multiplikation mit einem Faktor, einfügen:], multipliziert mit dem [positiven] [negativen] Faktor [und danach]] [im Falle einer Marge, einfügen:] [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. "Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [•] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.] "Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [•] Zinsenlaufperiode] mit [•] [für die [•] Zinsenlaufperiode mit [•]] [weitere einfügen] festgelegt.]] [Falls der Zinssatz auf Basis des eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar: Der Zinssatz für die jeweilige Zinsenlaufperiode wird in Prozent per annum ausgedrückt und von der Berechnungsstellegemäß folgender Formel bestimmt: [Min][Max] [{}][Max][Min] [(((([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) -) [+] [([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) +) -) [Marge] ()] ; (([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) -) [+] [([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) +) -) [Marge] ())] ; (([([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) -) [+] [([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) -) [+] [([•] -Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) +) -) [Marge] ()]) }

		["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]) [Im Fall, dass der Zinssatz auf Basis des HVPI berechnet wird, einfügen:] Der Zinssatz für die jeweilige Zinsenlaufperiode wird als als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: $I_{an}(t) = [\text{Min} \{ \ }] [\text{Max} \{ \ }] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert } \}] [+][-] [\text{Marge}]$ "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] ["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag veröffentlicht wird. "Bildschirmseite" bedeutet [Bildschirmseite einfügen].] [Im Fall, dass ein Mindestzinssatz gilt, einfügen:] <i>Mindestzinssatz.</i> Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Mindestzinssatz einfügen] (<i>Floor</i>).] [Im Fall, dass ein Höchstzinssatz gilt, einfügen:] <i>Höchstzinssatz.</i> Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Höchstzinssatz einfügen] (<i>Cap</i>).]

	Feste Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab [Zinsenwechseltag einfügen] (einschließlich) bis zum [(letzten) Kupontermin einfügen] [Rückzahlungstag] (jeweils ausschließlich) verzinst (der "Festzinssatz-Zeitraum"). Der Zinssatz beträgt für den Festzinssatz-Zeitraum [Zinssatz einfügen] [●] % [p.a.] [anderen Zeitraum einfügen] (der "Festzinssatz"). Basiswert, auf dem der Zinssatz basiert [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenz-Zinssatz] [maßgebliche Währung einfügen] [CMS] [HVPI] Rendite [Die Rendite für die einzelne Festzinssatzperiode ist wie folgt: <table><tr><td>Festzinsenlaufperiode</td><td>Rendite</td></tr><tr><td>[●]</td><td>[●]]</td></tr></table> [Die Berechnung der Rendite ist [nicht möglich] [nur für den Festzinssatz-Zeitraum [auf Basis [einfügen]] möglich].] Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester Endgültiger Rückzahlungskurs]: [Endgültigen Rückzahlungsbetrag/festen Endgültigen Rückzahlungskurs einfügen]] [Im Fall von Nullkupon-[Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen: Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden mit einem [Abschlag][Aufschlag] [auf ihren Nennbetrag] [auf den Endgültigen Rückzahlungsbetrag] begeben. Es erfolgen keine Zinsenzahlungen.	Festzinsenlaufperiode	Rendite	[●]	[●]]
Festzinsenlaufperiode	Rendite				
[●]	[●]]				

		Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] als Ganzes zurückgezahlt. [Endgültiger Rückzahlungsbetrag] [Fester Endgültiger Rückzahlungskurs]: [Endgültigen Rückzahlungsbetrag/festen Endgültigen Rückzahlungskurs einfügen] Abschlag: [●] Aufschlag: [●] Rendite Die [Emissionsrendite][Rendite] entspricht [auf Basis [einfügen]] [Rendite einfügen] % per [●].]
	Rückzahlungsverfahren	Zahlungen von Kapital [und Zinsen] in Bezug auf die Schuldverschreibungen erfolgen in Geld, welches den Konten der Schuldverschreibungsinhaber gutgeschrieben wird.
	[Name des Vertreters der Gläubiger]	[Entfällt; es gibt keinen gemeinsamen Vertreter, der in den Bedingungen der [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] benannt ist.] [Die Schuldverschreibungsgläubiger können durch Mehrheitsentscheidung einen gemeinsamen Vertreter ernennen.] [Gemäß den Bedingungen der [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] ist der gemeinsame Vertreter der Schuldverschreibungsgläubiger: [gemeinsamen Vertreter der Schuldverschreibungsgläubiger einfügen]] Die Anwendbarkeit der Bestimmungen des österreichischen Kuratorengesetzes und des österreichischen Kuratorenenergänzungsgesetzes wird ausdrücklich hinsichtlich der Schuldverschreibungen ausgeschlossen. [Entfällt. Das Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") findet keine Anwendung.]]

[C.10]²³	Bitte Punkt C.9. zusammen mit den unten stehenden Informationen lesen.	
	Derivative Komponente bei der Zinszahlung, sofern vorhanden	[Entfällt. Es gibt keine derivative Komponente in der Zinsenzahlung.] [[Der anwendbare Zinssatz ist variabel und hängt von dem [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenz-Zinssatz] [maßgebliche Währung einfügen] [CMS Satz] [unrevidierten Harmonisierten Verbraucherpreisindex (ohne Tabak) ("HVPI")] [anderer Referenzwert] ab.] [Die Zahlung des [anwendbaren] Zinssatzes][und][oder] dessen Höhe] ist abhängig von [zu spezifizieren]. Im Falle eines Anstiegs des [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenz-Zinssatz] [maßgebliche Währung einfügen] [CMS Satz] [HVPI],] [[erhöht][sinkt] sich der maßgebliche Zinssatz für die jeweilige Zinsenlaufperiode und dementsprechend die Rendite der Investition des Anlegers.][und damit, wenn die Bedingung betreffend das Digitale [Minimum] [Maximum] erfüllt ist, entfällt die Zinsenzahlung [für die betreffende Zinsenlaufperiode]. [Spezifizieren für [Dual] [Digital] [Range Accrual] Schuldverschreibungen] Im Falle eines Absinkens des [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenz-Zinssatz] [maßgebliche Währung einfügen] [CMS Satz] [HVPI] [[erhöht][sinkt] der maßgebliche Zinssatz für die jeweilige Zinsenlaufperiode und dementsprechend die Rendite der Investition des Anlegers.][und damit, wenn die Bedingung betreffend das Digitale [Minimum] [Maximum] erfüllt ist, entfällt die Zinsenzahlung [für die betreffende Zinsenlaufperiode].]]
[C.11]²⁴	Antrag auf Zulassung zum Handel (geregelter Markt oder andere gleichwertige Märkte)	[Für das Programm ist und für diese unter dem Programm begebenen Schuldverschreibungen [ist][wird] ein Antrag auf [Notierungsaufnahme][Zulassung] zum Börsenhandel im [regulierten Markt [Marktsegment einfügen] der folgenden Börse(n):] [Luxemburger Wertpapierbörse][,] [Wiener Wertpapierbörse][,] [SIX Swiss Exchange] [●]/Notierungsaufnahme gestellt [worden].] [Die Schuldverschreibungen sind vorläufig zum Handel an der SIX Swiss Exchange mit Wirkung vom [●] zugelassen worden.] [Für Schuldverschreibungen, die gemäß dem Standard für Anleihen an der SIX Swiss Exchange gelistet werden [ist] [wird] ein Antrag gestellt [worden].] [Der letzte Tag des Handels der Schuldverschreibungen ist voraussichtlich der [●].] [Für diese unter dem Programm begebenen Schuldverschreibungen [ist][wird] ein Antrag auf Einbeziehung in die nicht geregelte Marktsegmente der folgenden Wertpapierbörsen gestellt [worden]: [Luxemburger Wertpapierbörse][,] [Wiener Wertpapierbörse][,] [SIX Swiss Exchange] [●].] [Entfällt. Die Emittentin beabsichtigt nicht, einen Antrag auf [Zulassung zum] Handel dieser Schuldverschreibungen an einer Börse zu stellen.]]

²³ Entfernen, sofern die Schuldverschreibungen als derivative Wertpapiere im Sinne von Anhang XII der Prospektverordnung begeben werden.

²⁴ Entfernen, sofern die Schuldverschreibungen mit einer Stückelung von mindestens EUR 100.000 oder dem entsprechenden Gegenwert in einer anderen Währung begeben werden.

[C.15 ²⁵]	Beschreibung, wie der Wert der Anlage durch den Wert des Basisinstruments beeinflusst wird	[Der Rückzahlungswert der] [und] [[Die][die] Höhe der Zinsenzahlungen auf die] Schuldverschreibungen [hängt][hängen] von der Entwicklung des zugrundeliegenden [Basiswertes][Index][●] ab. Der zugrundeliegende [Index][●] ist täglichen Schwankungen ausgesetzt. Der Wert der Schuldverschreibungen kann während der Laufzeit steigen oder fallen, in Abhängigkeit vom zugrundeliegenden [Index][Basiswertes][●]. [Jedoch kann [gemäß der für die Berechnung des Endgültigen Rückzahlungsbetrags anwendbaren Formel (wie in vorstehendem Element C.8] dargestellt) der Endgültige Rückzahlungsbetrag nicht niedriger sein als der Nennbetrag der Schuldverschreibungen.]] [Im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen mit einer Automatischen Rückzahlung bei Eintritt der Automatischen Rückzahlungsbedingung einfügen: <i>Automatische Rückzahlung</i> Wird eine Automatische Rückzahlungsbedingung gemäß lit. (b) [am] [an einem relevanten] Beobachtungstag erfüllt, so werden die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen zur Gänze am [unmittelbar auf diesen Beobachtungstag, an welchem der Eintritt der Bedingung erstmals beobachtet und festgestellt wurde, folgenden] Automatischen Rückzahlungstermin [wie in der nachfolgend unter lit (f) dargestellten Tabelle festgelegt] zu ihrem [Automatischen Rückzahlungsbetrag][Automatischen Rückzahlungskurs] zurückgezahlt; andernfalls erfolgt die Rückzahlung der Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen am Ende der Laufzeit zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs]. [Siehe Element C.8]
[C.16 ²⁶]	Verfalltag oder Fälligkeitstermin der derivativen Wertpapiere – Ausübungstermin oder letzter Referenztermin	Der Rückzahlungstag der Wertpapiere ist [[Rückzahlungstag einfügen]] [der [Kupontermin] [Zinsenzahlungstag], der in den [Monat/Jahr einfügen] fällt]. Der letzte Referenztermin der Wertpapiere ist [Rückzahlungsfestlegungstag einfügen] (der "Rückzahlungsfestlegungstag").]
[C.17 ²⁷]	Beschreibung des Abrechnungsverfahrens für die derivativen Wertpapiere	Die Abwicklung der Wertpapiere erfolgt über das Clearing System durch Zahlung des indexbezogenen Endgültigen Rückzahlungskurses an die Gläubiger.]

²⁵ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

²⁶ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

²⁷ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

[C.18] ²⁸	Beschreibung der Ertragsmodalitäten bei derivativen Wertpapieren	[Im Fall von festverzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen:] Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [[letzten] Kupontermin] [[letzten] Zinsenzahlungstag] (ausschließlich) verzinst. Der Zinssatz beträgt [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]. Rendite Die Rendite entspricht [auf Basis [einfügen]] [Rendite einfügen] % per [●]. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen] [Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fällt,] als Ganzes zurückgezahlt. Indexbezogener Endgültigen Rückzahlungskurs: [indexbezogenen Endgültigen Rückzahlungskurs einfügen] [Im Fall von Step-Up/Step-Down [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] mit festen Zinssätzen einfügen:] Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) verzinst und zwar – während der ersten [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinsenzahlungstag ist im [Monat/Jahr einfügen], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] [[und][,] – [Bestimmungen für weitere Zinsenlaufperioden einfügen:]

²⁸ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

		[●]] – während der [letzten] [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinsenzahlungstag im [Monat/Jahr einfügen]], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen]. Rendite Die Rendite beträgt [auf Basis [einfügen]] [Rendite einfügen] % per [●]. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fällt,] als Ganzes zurückgezahlt. Indexbezogener Endgültiger Rückzahlungskurs: [indexbezogenen Endgültigen Rückzahlungskurs einfügen]] [Im Fall von Fest-zu-Fest verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen:] Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) während – der ersten [ggf. Zahl einfügen] Zinsenlaufperiode[n], das ist vom Verzinsungsbeginn (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Kupontermin] [das ist der [Datum einfügen]] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] einfügen] (ausschließlich), [jährlich] [halbjährlich] [vierteljährlich] mit einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen] verzinst (der "Ursprungszinssatz"). – [Ab der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [●] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [●] Zinsenzahlungstag] (ausschließlich) [am] [im] [[Datum] [Monat][Jahr] einfügen], werden die

		Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.] – [[(●)]] [Danach] [A][a]b der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag] (ausschließlich) [am] [im] [[Datum][Monat][Jahr] einfügen], werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen. ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.] Rendite Die Rendite entspricht [auf Basis [einfügen]] [Rendite einfügen] % <i>per annum bis zum</i> [Zinsanpassungstag einfügen]. Der Festzinssatz wird mit Wirkung ab dem [Zinsanpassungstag einfügen] zurückgesetzt, weshalb die Rendite bis zur Endfälligkeit nicht angegeben werden kann. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen Nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. Indexbezogener Rückzahlungskurs]: [indexbezogenen Endgültigen Rückzahlungskurs einfügen]]

		[Im Falle von Variabel verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierte Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] einfügen: Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierte Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [[letzten] Kupontermin] [[letzten] Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) verzinst. [Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen: Der Zinssatz für [die][jede] Zinsenlaufperiode ist, der Referenz-Zinssatz[, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00% p.a. sein, ist ein Referenz-Zinssatz von 0,00% p.a. heranzuziehen,] [im Fall der Multiplikation mit einem Faktor, einfügen:], multipliziert mit dem [positiven] [negativen] Faktor [und danach]] [im Falle einer Marge, einfügen:] [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. ["Faktor"] bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.] ["Marge"] entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]] [Falls der Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, einfügen: Der Zinssatz für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: [Min][Max] [{][Max][Min] [(][([[[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)] ; [(][[[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)])]; [(][[[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge] [)]] } ["Faktor"] bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

		["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]]
		[Im Fall, dass der variable Zinssatz in Abhängigkeit von einem Referenzwert nach folgender Formel berechnet wird ([Dualen-][Digitale Schuldverschreibungen] [Range Accrual Schuldverschreibungen]), einfügen: Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und gemäß folgender Formel bestimmt: Festgelegter Zinssatz x N/[T] [zuzüglich][abzüglich][einer Marge in Höhe von][●]] % p.a.. wobei "Festgelegter Zinssatz" ein fixer Zinssatz ist. ["R-Geschäftstag" einen Tag (außer einen Samstag oder Sonntag) bezeichnet, an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.] [„Referenzwert-Feststellungstag“ ist [der [zweite][●] [jeder] R-Geschäftstag [innerhalb][vor dem [Kupontermin][Zinsenzahlungstag] einer [vorhergehenden] Zinsenlaufperiode].] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: "N" die Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist, an welchen der Referenzwert [[unter][über][oder] [gleich] der Digital-Untergrenze] [und][oder] [[unter][über] [oder][gleich] der Digital-Obergrenze], wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt. "T" die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten.]] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Kalendertage: Für Kalendertage, welche keine R-Geschäftstage sind, gilt der Referenzwert des unmittelbar vorangehenden R-Geschäftstages.] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Cut-Off-Tage: Für alle [Kalendertage][R-Geschäftstage] nach dem Referenz-Cut-Off-Tag der jeweiligen Zinsenlaufperiode gilt der Referenzwert des Referenz-Cut-Off Tages. Der Referenz Cut-Off-Tag entspricht dem [zweiten] [●] R-Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der jeweiligen Zinsenlaufperiode].]

		[Im Fall von [Dualen-]Digitalen Schuldverschreibungen einfügen: "N" hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert [1] [[über][unter] [oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze [1]] ist [und Referenzwert 2 [[unter][über][oder][gleich] der Digital-Untergrenze [2] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [2]] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.]																									
		<table border="1"> <thead> <tr> <th>Zinsen- lauf- periode</th><th>Festge- legter Zinssatz in % p.a.</th><th>[Digital Unter- grenze [1]]</th><th>[Digital Ober- grenze [1]]</th><th>[Digital Unter- grenze 2]</th><th>[Digital Ober- grenze 2]</th><th>[Marge]</th></tr> </thead> <tbody> <tr> <td>Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>					Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]	Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]							Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]						
Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]																					
Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]																											
Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]																											
		["Digital-Untergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.] ["Digital-Obergrenze[1]" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.] ["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.] ["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.]																									

		Referenzwert [1] [Falls der Referenzwert [1] ein Referenz-Zinssatz ist, einfügen: ist der Referenz-Zinssatz [1] [, sollte dieser Referenz-Zinssatz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz [1] von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. [Falls der Referenzwert [1] ein Referenz-CMS-Satz ist, einfügen: ist der Referenz-CMS-Satz [1] [, sollte dieser Referenz-CMS-Satz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz [1] von 0,00 % p.a. heranzuziehen,], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Wenn der Referenzwert [1] ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte][Geld-][Brief] Wechselkurs (Kassakurs) ("Referenzwert-Wechselkurs"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag [1]") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenzwert-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Referenzwert 2] [Falls der Referenzwert 2 ein Referenz-Zinssatz ist, einfügen: ist der Referenz-Zinssatz 2 [, sollte dieser Referenz-Zinssatz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz 2 von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].] [Falls der Referenzwert 2 ein Referenz-CMS-Satz ist, einfügen: ist der Referenz-CMS-Satz 2 [, sollte dieser Referenz-CMS-Satz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz 2 von 0,00 % p.a. heranzuziehen,], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

		[Falls der Referenzwert 2 ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte][Geld-][Brief-] Wechselkurs (Kassakurs) ("Referenz-Wechselkurs 2"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag 2") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]]
		[Im Fall, dass der Zinssatz auf Basis des HVPI berechnet wird, einfügen: Der Zinssatz für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: $I_{an}(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \}] [+][-] [\text{Marge}]$ "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] ["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag veröffentlicht wird. "Bildschirmseite" bedeutet [Bildschirmseite einfügen].] [Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese Zinsenlaufperiode [Mindestzinssatz einfügen] (<i>Floor</i>).]

		[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese Zinsenlaufperiode [Höchstzinssatz einfügen] (Cap).] Basiswert, auf dem der Zinssatz basiert [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenz-Zinssatz] [maßgebliche Währung einfügen] [CMS] [HVPI] [anderer Referenzwert] [Die Zahlungen des [●][Zinssatzes][Festgelegten Zinssatzes] ist abhängig von [zu spezifizieren].
		Rendite Die Berechnung einer Rendite ist nicht möglich. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. Indexbezogener Endgültiger Rückzahlungskurs: [indexbezogenen Endgültigen Rückzahlungskurs einfügen]
		[Im Fall von Fest zu [Fest zu] Variabel verzinslichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] einfügen: Feste Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden bezogen auf ihren Nennbetrag [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein ab dem [Datum einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten][●][letzten] Festkupontermin] [, das ist der [Datum einfügen]] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten][●][letzten] Festzinsenzahlungstag] (ausschließlich) verzinst (der "Festzinssatz-Zeitraum"). "Zinsenwechseltag" bezeichnet den [letzten] Festkupontermin, das ist der [Festkupontermin einfügen] [auf den [letzten] Festkupontermin, das ist der [letzten Festkupontermin einfügen] bezügliche Festzinsenzahlungstag].

		[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] (der "Festzinssatz").] [Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Verzinsungsbeginn bis zum [ersten] [Festkupontermin][Festzinszahlungstag] [Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinszahlungstag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinszahlungstag einfügen] [Zinssatz einfügen] % [p.a.]] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze")].] Variable Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem Zinsenwechseltag (einschließlich) bis zum [letzten] [Variablen Kupontermin] [Variablen Zinszahlungstag] [oder] [dem] Fälligkeitstag] (ausschließlich) mit [dem] [einem] Variablen Zinssatz verzinst. Variable Zinsen auf die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [[Gewöhnlichen nicht nachrangigen][Nicht bevorrechtigten nicht nachrangigen] Berücksichtigungsfähigen Schuldverschreibungen] sind an jedem Variablen Zinszahlungstag zahlbar. [Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen: Der variable Zinssatz für [die] [jede] Variable Zinsenlaufperiode ist der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] [im Fall der Multiplikation mit einem Faktor, einfügen:, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] [im Falle einer Marge, einfügen: [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. ["Faktor"] bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.] ["Marge"] entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]] [Falls der Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar: Der Zinssatz für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt:

		[Min][Max] {}[Max][Min] [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)] ; [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]]; [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge])] } ["Faktor"] bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.] ["Marge"] entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]] [Im Fall, dass der variable Zinssatz in Abhängigkeit von einem Referenzwert nach folgender Formel berechnet wird ([Dualen-][Digitale Schuldverschreibungen] [Range Accrual Schuldverschreibungen]), einfügen: Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und gemäß folgender Formel bestimmt: Festgelegter Zinssatz x N/[T] [zuzüglich][abzüglich][einer Marge in Höhe von][●]] % p.a.. wobei "Festgelegter Zinssatz" ein fixer Zinssatz ist. ["R-Geschäftstag" einen Tag (außer einen Samstag oder Sonntag) bezeichnet, an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.] [„Referenzwert-Feststellungstag“ ist [der [zweite][●] [jeder] R-Geschäftstag [innerhalb][vor dem [Kupontermin][Zinsenzahlungstag] einer [vorhergehenden] Zinsenlaufperiode].] [Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: "N" die Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist, an welchen der Referenzwert [1] [[unter][über][oder][gleich] der Digital-Untergrenze [1]] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [1]] ist [und Referenzwert 2 [[unter][über][oder][gleich] der Digital-Untergrenze [2]] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [2]], wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt.] "T" ist die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode.] ["Marge"] entspricht einem Auf- oder Abschlag in Prozentpunkten.]

	[Im Fall von [Dual] Range Accrual Schuldverschreibungen einfügen: Kalendertage: Für Kalendertage, welche keine R-Geschäftstage sind, gilt der Referenzwert des unmittelbar vorangehenden R-Geschäftstages.] [Im Fall von [Dual] Range Accrual Schuldverschreibungen einfügen: Cut-Off-Tage: Für alle [Kalendertage][R-Geschäftstage] nach dem Referenz-Cut-Off-Tag der jeweiligen Zinsenlaufperiode gilt der Referenzwert des Referenz-Cut-Off Tages. Der Referenz Cut-Off-Tag entspricht dem [zweiten] [●] R-Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der jeweiligen Zinsenlaufperiode].] [Im Fall von [Dualen-] Digitalen Schuldverschreibungen einfügen: "N" hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert [1][[über][unter] [oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze [1]] ist [und Referenzwert 2 [[unter][über][oder][gleich] der Digital-Untergrenze [2] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [2]] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.] <table><tr><th>Zinsen- lauf- periode</th><th>Festge- legter Zinssatz in % p.a.</th><th>[Digital Unter- grenze [1]]</th><th>[Digital Ober- grenze [1]]</th><th>[Digital Unter- grenze 2]</th><th>[Digital Ober- grenze 2]</th><th>[Marge]</th></tr><tr><td>Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> ["Digital-Untergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.]	Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]	Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]							Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]						
Zinsen- lauf- periode	Festge- legter Zinssatz in % p.a.	[Digital Unter- grenze [1]]	[Digital Ober- grenze [1]]	[Digital Unter- grenze 2]	[Digital Ober- grenze 2]	[Marge]																
Von (ein- schließ- lich) [Datum ein- fügen] bis aus- schließ- lich [Datum einfü- gen]																						
Von (ein- schließ- lich) [Datum einfü- gen] bis aus- schließ- lich [Datum einfü- gen]																						

		["Digital-Obergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.] ["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.] ["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.] Referenzwert [1] [Falls der Referenzwert [1] ein Referenz-Zinssatz ist, einfügen: ist der Angebotssatz Referenz-Zinssatz [1] [, sollte dieser Referenz-Zinssatz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz [1] von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. [Falls der Referenzwert [1] ein Referenz-CMS-Satz ist, einfügen: ist der Referenz-CMS-Satz, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Wenn der Referenzwert [1] ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] [Mitte-][Geld-][Brief-] Wechselkurs (Kassakurs) ("Referenz-Wechselkurs [1]"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag [1]") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.] [Referenzwert 2] [Falls der Referenzwert 2 ein Referenz-Zinssatz ist, einfügen: ist der Referenz-Zinssatz 2 [, sollte dieser Referenz-Zinssatz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz 2 von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].] [Falls der Referenzwert 2 ein Referenz-CMS-Satz ist, einfügen: ist der Referenz-CMS-Satz 2 [, sollte dieser Referenz-CMS-Satz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz 2 von 0,00 % p.a. heranzuziehen,] wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

		[Falls der Referenzwert 2 ein Referenz-Wechselkurs ist, einfügen: ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Wechselkurs einfügen] –[Mitte][Geld-][Brief-] Wechselkurs (Kassakurs) ("Referenz-Wechselkurs 2"), ausgedrückt als Summe von Einheiten [Währung einfügen], welche für eine Währungseinheit des [Euro][US Dollar] [andere Währung einfügen] gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag [Referenzwert-Feststellungstag definieren] ("Referenzwert-Feststellungstag 2") gegen [11.00 Uhr] [andere maßgebliche Uhrzeit einfügen] [maßgebliche Zeitzone einfügen] auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]]
		[Im Fall, dass der Zinssatz auf Basis des HVPI berechnet wird, einfügen: Der Zinssatz für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: $I_{an}(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}]$ [+][-] [Zuschlag] [Abschlag] [; Wert }] [+][-] [Marge] "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] ["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag veröffentlicht wird. Bildschirmseite bedeutet [Bildschirmseite einfügen].]

	[Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Mindestzinssatz einfügen] (Floor).] [Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Höchstzinssatz einfügen] (Cap).]				
	Basiswert, auf dem der Zinssatz basiert [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen] [maßgebliche Währung einfügen] [CMS] [HVPI] [anderer Referenzwert] [Die Zahlung des [●] [Zinssatzes] [Festgelegten Zinssatzes] ist abhängig von [zu spezifizieren].]				
	Rendite [Die Rendite für die einzelne Festzinssatzperiode ist wie folgt: <table><tr><td>Festzinssatzperiode</td><td>Rendite</td></tr><tr><td>[●]</td><td>[●]</td></tr></table> [Die Berechnung der Rendite ist [nicht möglich] [nur für den Festzinssatz-Zeitraum [auf Basis [einfügen]] möglich].] Da der [Index-abhängige] Endgültige Rückzahlungskurs [●] ist, kann die Rendite nicht im Voraus berechnet werden.] Die Rendite beträgt mindestens [●] Prozent pro Jahr [, basierend auf dem Erst-Ausgabepreis am ersten Tag des öffentlichen Angebots in [●], vom [●], und des Endgültigen Rückzahlungskurses von [100,00] Prozent des Nennbetrags]. Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. Indexbezogener Endgültiger Rückzahlungskurs: [[indexbezogenen] [Fixen]Endgültigen Rückzahlungskurs einfügen]/	Festzinssatzperiode	Rendite	[●]	[●]
Festzinssatzperiode	Rendite				
[●]	[●]				

		<i>[Im Fall von Variabel zu Fest verzinlichen [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähige Schuldverschreibungen] einfügen:</i> Variable Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähige Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag vom [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum [[letzten] Variablen Kupontermin] [Zinsenwechselltag] [Variablen Kupontermin, der in [Monat/Rückzahlungsjahr einfügen] fällt,] (ausschließlich) mit [dem] [einem] Variablen Zinssatz verzinzt. Variable Zinsen auf die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähige Schuldverschreibungen] sind an jedem Variablen Zinsenzahlungstag zahlbar. "Zinsenwechselltag" bezeichnet den [letzten Variablen Kupontermin einfügen] [auf den letzten Variablen Kupontermin [letzten Variablen Kupontermin einfügen] bezüglichen Variablen Zinsenzahlungstag].
		<i>[Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenzzinssatz berechnet werden soll, einfügen:</i> Der variable Zinssatz für [die] [jede] Variable Zinsenlaufperiode ist der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00% p.a. sein, ist ein Referenz-Zinssatz von 0,00% p.a. heranzuziehen,] [im Fall der Multiplikation mit einem Faktor, einfügen:], multipliziert mit dem [positiven] [negativen] Faktor [und danach]] [im Falle einer Marge, einfügen:] [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen]. ["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.] ["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]]
		<i>[Falls der Zinssatz auf Basis des eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:</i> Der Zinssatz für die jeweilige Zinsenlaufperiode wird in Prozent per annum ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: [Min][Max] [{][Max][Min] [(][([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)] ; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]]]]; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]] } ["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

		["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]) [Im Fall, dass der Zinssatz auf Basis des HVPI berechnet wird, einfügen: Der Zinssatz für die jeweilige Zinsenlaufperiode wird als als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle gemäß folgender Formel bestimmt: $I_{an}(t) = [\text{Min} \{ \ }] [\text{Max} \{ \ }] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \ }] [+][-] [\text{Marge}]$ "HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird. "HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird. ["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] ["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.] ["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.] ["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.] "HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsensfestlegungstag veröffentlicht wird. Bildschirmseite bedeutet [Bildschirmseite einfügen].] [Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz niedriger ist als [Mindestzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Mindestzinssatz einfügen] (<i>Floor</i>).] [Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] variable Zinsenlaufperiode ermittelte variable Zinssatz höher ist als [Höchstzinssatz einfügen], so ist der Zinssatz für diese variable Zinsenlaufperiode [Höchstzinssatz einfügen] (<i>Cap</i>).] Feste Verzinsung Die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähige Schuldverschreibungen] werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab [Zinsenwechseltag einfügen] (einschließlich) bis zum [(letzten) Kupontermin einfügen] [Rückzahlungstag] (jeweils ausschließlich) verzinst (der "Festzinssatz-Zeitraum").

		Der Zinssatz beträgt für den Festzinssatz-Zeitraum [Zinssatz einfügen] [●] % [p.a.] [anderen Zeitraum einfügen] (der "Festzinssatz"). Basiswert, auf dem der Zinssatz basiert [EURIBOR][LIBOR] [USD LIBOR] [CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderer Referenzzinssatz] [maßgebliche Währung einfügen] [CMS] [HVPI] Rendite [Die Rendite für die einzelne Festzinssatzperiode ist wie folgt: <table><tr><td>Festzinssatzperiode</td><td>Rendite</td></tr><tr><td>[●]</td><td>[●]]</td></tr></table> [Die Berechnung der Rendite ist [nicht möglich] [nur für den Festzinssatz-Zeitraum [auf Basis [einfügen]] möglich].] Rückzahlung / Rückzahlungstag Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die [Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen] [Nachrangigen Schuldverschreibungen] [Fundierten Bankschuldverschreibungen] [Berücksichtigungsfähigen Schuldverschreibungen] am [Rückzahlungstag einfügen] [Zinsenzahlungstag, der in den [Monat/Jahr einfügen] fällt] als Ganzes zurückgezahlt. Indexbezogener Endgültigen Rückzahlungskurs: [indexbezogenen Endgültigen Rückzahlungskurs einfügen]]]	Festzinssatzperiode	Rendite	[●]	[●]]
Festzinssatzperiode	Rendite					
[●]	[●]]					
[C.19 ²⁹	Ausübungspreis oder endgültiger Referenzpreis des Basiswerts	Nicht anwendbar. Der Referenzpreis ist Bestandteil der für die Bestimmung des indexbezogenen Endgültigen Rückzahlungskurses maßgeblichen Formel.]				
[C.20 ³⁰	Beschreibung der Art des Basiswerts und Angabe des Ortes, an dem Informationen über den Basiswert erhältlich sind	["Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) (HVPI) für die Euro-Zone, der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (EUROSTAT) berechnet wird. Informationen über den zugrundeliegenden Index sind erhältlich unter Bloomberg Seite CPTFEMU Index [ggf. zusätzliche Angaben einfügen].] [Im Fall von [Dualen-][Digitalen Schuldverschreibungen][Range Accrual], einfügen: Zinsenzahlung [in einer bestimmten Zinsenlaufperiode] ist abhängig von [bitte spezifizieren].]				

²⁹ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

³⁰ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

[C.21 ³¹	Angabe des Markts, an dem die Schuldverschreibungen künftig gehandelt werden und für den ein Prospekt veröffentlicht wurde	[Für diese unter dem Programm begebenen Schuldverschreibungen [ist][wird] ein Antrag auf [Notierungsaufnahme][Zulassung] zum Börsenhandel im regulierten Markt [Marktsegment einfügen] der [Luxemburger Wertpapierbörse][,] [Wiener Wertpapierbörse][,] [SIX Swiss Exchange] [●] gestellt [worden].] [Für diese unter dem Programm begebenen Schuldverschreibungen [ist][wird] ein Antrag auf Einbeziehung in die nicht geregelte Marktsegmente der folgenden Wertpapierbörsen gestellt [worden]: [Luxemburger Wertpapierbörse][,] [Wiener Wertpapierbörse][,] [SIX Swiss Exchange] [●].] [Entfällt. Die Emittentin beabsichtigt nicht, einen Antrag auf [Zulassung zum] Handel dieser Schuldverschreibungen an einer Börse zu stellen.]³²

³¹ Entfernen, sofern die Schuldverschreibungen mit einer Stückelung von weniger als EUR 100.000 oder dem entsprechenden Gegenwert in einer anderen Währung begeben werden.

³² Diese Angabe ist nur Anwendbar im Falle eines ausschließlichen Angebots (exempted offer) oder einer Privatplatzierung (private placement).

Abschnitt D – Risiken

Punkt		
D.2	Zentrale Risiken, die der Emittentin eigen sind	<u>A. Risiken in Bezug auf die Emittentin</u> 1. RBI ist Teil des RBI-Konzerns und unterliegt einem Konzentrationsrisiko im Hinblick auf geographische Regionen und Kundensektoren. 2. Der RBI-Konzern war und könnte weiterhin von der weltweiten Finanz- und Wirtschaftskrisen einschließlich der (Staats-)Schuldenkrise in der Euro-Zone, dem Risiko eines Ausstiegs eines oder mehrerer Staaten aus der Europäischen Union oder der Euro-Zone und einem negativen makroökonomischen Umfeld und negativen Marktbedingungen nachteilig beeinflusst werden und könnte verpflichtet sein, weitere Wertminderungen bei ihren Beteiligungen vorzunehmen. 3. Der RBI-Konzern ist in verschiedenen Märkten tätig, die teilweise von einem gestiegenen Risiko hinsichtlich unvorhersehbarer politischer, wirtschaftlicher, rechtlicher und sozialer Änderungen und damit zusammenhängender Risiken, wie zum Beispiel Wechselkursrisiko, Devisenkontrollen bzw. -beschränkungen, aufsichtsrechtliche Änderungen, Inflation, wirtschaftliche Rezession, lokale Marktstörungen, Spannungen an den Arbeitsmärkten, ethnische Konflikte und wirtschaftliche Unterschiede, geprägt sind. 4. Jede Wertsteigerung einer Währung, in der Fremdwährungskredite gegen CEE-Währungen abgeschlossen wurden, oder auch ein weiterhin hoher Wert einer solchen Währung könnte – auch rückwirkend - die Qualität der Fremdwährungskredite verschlechtern, die der RBI-Konzern an Kunden in CEE vergeben hat, und erhöht auch das Risiko neuer Rechtsvorschriften und aufsichtsrechtlicher und/oder steuerlicher Maßnahmen und/oder von Anfechtungen in Gerichtsverfahren, die nachteilig für den RBI-Konzern sind. 5. Noch in der Entwicklung befindliche Rechts- und Steuersysteme in einigen Ländern, in denen der RBI-Konzern tätig ist, könnten wesentliche nachteilige Auswirkungen auf die Emittentin haben. 6. In bestimmten Märkten ist der RBI-Konzern einem erhöhten Risiko von staatlichen Interventionen ausgesetzt. 7. Die Liquidität und die Profitabilität des RBI-Konzerns würde erheblich nachteilig beeinflusst werden, wenn der RBI-Konzern nicht in der Lage sein sollte, Zugang zu den Kapitalmärkten zu haben, Einlagen zu erhöhen, Vermögenswerte zu vorteilhaften Bedingungen verkaufen, oder wenn die Finanzierungskosten stark ansteigen (Liquiditätsrisiko). 8. Eine Verschlechterung, Aussetzung oder ein Widerruf einer oder mehrerer Kreditratings der RBI oder eines Mitglieds des RBI-Konzerns könnte zu erhöhten Refinanzierungskosten führen, die Kundenwahrnehmung schädigen und könnte weitere erheblich nachteilige Effekte auf den RBI-Konzern haben. 9. Die Geschäftstätigkeit, Kapitalisierung und Geschäftsergebnisse des RBI-Konzerns wurden und könnten weiterhin erheblich nachteilig von Marktrisiken beeinflusst werden.

		10. Hedging-Strategien könnten sich als wirkungslos erweisen. Wenn der RBI-Konzern Positionen ohne Vornahme entsprechender Absicherungsgeschäfte eingeht, ist der RBI-Konzern direkt dem Risiko von Änderungen der Zinssätze, Wechselkurse oder Preise von Finanzinstrumenten ausgesetzt. 11. Sich verringernde Zinsmargen können einen erheblich nachteiligen Einfluss auf den RBI-Konzern haben. 12. Der RBI-Konzern hat und könnte weiterhin durch Handlungen ihrer Schuldner, Vertragspartner oder anderer Finanzdienstleister oder durch die Verschlechterung von deren Kreditwürdigkeit Verluste erleiden (Kreditrisiko / Gegenparteirisiko). 13. Nachteilige Schwankungen und Volatilität bei Wechselkursen hatten und könnten weiterhin einen nachteiligen Einfluss auf die Bewertung der Vermögenswerte des RBI-Konzerns und auf die finanzielle Situation, das Geschäftsergebnis, die Zahlungsströme und die Kapitaladäquanz des RBI-Konzerns haben. 14. Risiko von Nachteilen für RBI aufgrund ihrer Mitgliedschaft in der Raiffeisen-Kundengarantiegemeinschaft Österreich. 15. Die RBI ist aufgrund ihrer Verflechtung in Zusammenhang mit dem institutionellen Sicherungssystem Risiken ausgesetzt. 16. Der RBI-Konzern könnte verpflichtet sein, an staatlichen Unterstützungsprogrammen für Kreditinstitute teilzunehmen oder diese zu finanzieren oder staatliche Budgetkonsolidierungsprogramme, einschließlich der Einführung von Banksteuern oder anderen Abgaben, zu finanzieren. 17. Die Emittentin unterliegt einer Vielzahl von strengen und weitreichenden regulatorischen Regeln und Vorgaben. 18. Die Emittentin muss jederzeit die anwendbaren (regulatorischen) Kapitalanforderungen erfüllen. 19. Die Emittentin ist verpflichtet, Beiträge an den Einheitlichen Abwicklungsfonds und den Einlagensicherungsfonds zu leisten. 20. Wenn die relevanten Bedingungen zutreffen, muss die Abwicklungsbehörde Abwicklungsmaßnahmen in Bezug auf die Emittentin anwenden.. 21. Anpassungen des Geschäftsprofils der RBI oder des RBI-Konzerns könnte zu Änderungen in ihrer Profitabilität führen. 22. Die Einhaltung von anwendbaren Vorschriften und Bestimmungen, insbesondere Geldwäsche- und Anti Terrorismusfinanzierungsregeln, Anti-Korruptionsregelungen und Bestimmungen zur Betrugsbekämpfung, Sanktionsregime und Steuer- und Kapitalmarktvorschriften (in Bezug auf Wertpapier- und Börsen-Compliance), umfasst erhebliche Kosten und Anstrengungen und die Nichteinhaltung dieser Vorschriften könnte zu schweren juristischen und Reputationsrisiken für die RBI führen.

		23. Die Fähigkeit der RBI, ihre Verpflichtungen unter den Schuldverschreibungen zu erfüllen, hängt insbesondere von ihrer Finanzstärke ab, die wiederum von ihrer Profitabilität beeinflusst wird. Die folgenden Faktoren können RBI's Profitabilität nachteilig beeinflussen: Verbraucherschutzgesetzgebung, Projektrisiko, RBI's Abhängigkeit vom Kapitalmarkt, Abhängigkeit des RBI-Konzerns von Kundeneinlagen, Kriterien für die Anerkennung von Sicherheiten, Verschlechterung der Bewertung von Vermögenswerten und Beeinträchtigung von Sicherheiten, Wettbewerb, Operationelles Risiko, M&A Risiken, Steuerrisiko, Prozessrisiko, Risikomanagement, IT Systeme, Interessenkonflikte, Beteiligungsrisiko, Kapitalrisiko, Risiko sonstiger Sachanlagen, Abwicklungsrisiko.
[D.3]³³ [D.6]³⁴	Zentrale Risiken, die den Wertpapieren eigen sind	B. Risiken in Bezug auf die Schuldverschreibungen Schuldverschreibungen sind möglicherweise ein nicht für alle Anleger geeignetes Investment, wenn sie nicht über eine ausreichende Kenntnis und/oder die nötige Expertise im Finanzmarkt verfügen bzw. Zugang zu Informationen, Finanzquellen und/oder Liquidität haben, um alle Risiken eines Investments tragen zu können, und kein umfangreiches Verständnis der Bedingungen der Schuldverschreibungen haben bzw. nicht die Fähigkeit besitzen, mögliche Szenarien für ökonomische, zinsatzbezogene und sonstige Faktoren einschätzen zu können, die ihr Investment möglicherweise nachteilig beeinflussen. Rechtmäßigkeit des Erwerbs Weder die Emittentin, noch die Dealer oder einer ihrer jeweiligen Tochtergesellschaften hat oder übernimmt Verantwortung für die Gesetzmäßigkeit des Erwerb der Schuldverschreibungen durch einen potentiellen Erwerber dieser Schuldverschreibungen. Kreditrisiko der Emittentin Die Gläubiger der Schuldverschreibungen sind dem Risiko ausgesetzt, dass die Emittentin entweder zeitweise oder permanent insolvent werden/nicht mehr im Stande sein könnte, ihre Schulden bei Fälligkeit zu zahlen. Die Gläubiger der Schuldverschreibungen sind dem Risiko ausgesetzt, dass die RBI keinerlei Einschränkungen bezüglich der Ausgabe weiterer Schuldtitel und Garantien unterliegt. Die Gläubiger der Schuldverschreibungen sind dem Risiko der gesetzlichen Verlustabsorption ausgesetzt. Die Schuldverschreibungen können Gegenstand einer Herabschreibung oder einer Umwandlung durch eine Abwicklungsbehörde sein, was zu (i) einer Herabschreibung des ausstehenden Nominales auf bis zu Null, (ii) einer Umwandlung in Aktienkapital oder in andere Anteilspapiere oder (iii) einer Änderung der Anleihebedingungen führen kann. Die Gläubiger der Schuldverschreibungen sind dem Risiko ausgesetzt, dass im Falle einer Insolvenz der Emittentin Einlagen einen höheren Rang aufweisen als Ansprüche aus den Schuldverschreibungen.

³³ Entfernen, sofern die Schuldverschreibungen als derivative Wertpapiere im Sinne von Anhang XII der Prospektverordnung begeben werden.

³⁴ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

		Ratings der Schuldverschreibungen, sofern gerated, können nicht alle Risiken widerspiegeln – Ratings der Schuldverschreibungen können zu jeder Zeit Änderungen unterliegen. Liquiditätsrisiko Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für die Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein. Marktpreisrisiko Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen ausgesetzt, welches sich verwirklichen kann, wenn der Gläubiger seine Schuldverschreibungen vor Endfälligkeit veräußert. In diesem Fall besteht die Möglichkeit, dass der Gläubiger der Schuldverschreibungen eine Wiederanlage nur zu schlechteren als den Bedingungen des ursprünglichen Investments tätigen kann. Sicherungsgeschäfte Sicherungsgeschäfte im Zusammenhang mit den Schuldverschreibungen können einen nachteiligen Einfluss auf die Feststellung des Erwerbs- und Verkaufspreises der Schuldverschreibungen haben. Risiko der vorzeitigen Rückzahlung Sofern der Emittent das Recht eingeräumt wird, die Schuldverschreibungen vor Fälligkeit zurückzuzahlen, oder sofern die Schuldverschreibungen vor Fälligkeit aufgrund des Eintritts eines in den Bedingungen dargelegten Ereignisses zurückgezahlt werden, ist der Gläubiger solcher Schuldverschreibungen dem Risiko ausgesetzt, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen wird. Außerdem besteht die Möglichkeit, dass der Gläubiger der Schuldverschreibungen eine Wiederanlage nur zu schlechteren als den Bedingungen des ursprünglichen Investments tätigen kann. <i>[Im Falle von Nicht Nachrangigen Schuldverschreibungen mit Automatischer Rückzahlungsbedingung einfügen:]</i> Risiko der automatischen vorzeitigen Rückzahlung Die entsprechenden Endgültigen Bedingungen werden festlegen, ob eine automatische Rückzahlungsbedingung anwendbar ist. Sind die Nicht Nachrangigen Schuldverschreibungen automatisch rückzahlbar, ist der Schuldverschreibungsgläubiger dem Risiko ausgesetzt, dass sein Investment aufgrund einer vorzeitigen Rückzahlung eine geringere Rendite aufweist als erwartet und/ oder nicht gleichwertig re-investiert werden kann.] Währungsrisiko Gläubiger von Schuldverschreibungen, die in einer Fremdwährung denominated sind, sind dem Risiko von Veränderungen des Wechselkurses und der Einführung von Devisenkontrollen ausgesetzt.

		<i>[Im Fall von festverzinslichen Schuldverschreibungen einfügen:</i> Festverzinsliche Schuldverschreibungen Ein Gläubiger von festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen Schuldverschreibung infolge von Veränderungen des aktuellen Marktzinssatzes fällt.] <i>[Im Fall von variabel verzinslichen Schuldverschreibungen einfügen:</i> Variabel verzinsliche Schuldverschreibungen Der Gläubiger von variabel verzinslichen Schuldverschreibungen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, die Rendite von variabel verzinslichen Schuldverschreibungen im Voraus zu bestimmen. Variabel verzinsliche Schuldverschreibungen können "Caps" und "Floors" enthalten.] [Risiken von CMS Spread Die Anleihebedingungen der CMS Spread können einen variablen Zinssatz regeln, der sich aus der Differenz von Swaps mit unterschiedlichen Laufzeiten ergibt. Für den Fall, dass sich der Markt nicht gemäß den Erwartungen des Investors entwickelt und die Differenz für Swap Raten mit unterschiedlichen Laufzeiten in einem größeren Ausmaß sinkt als erwartet, wäre der Zinssatz niedriger als zum Zeitpunkt des Kaufs der Schuldverschreibungen. Im schlechtesten Fall würden keine Zinsen bezahlt werden.] [Risiken der (Dualen-)(Digitalen)(Range Accrual) Schuldverschreibungen Die (Dualen-)(Digitalen)(Range Accrual) Schuldverschreibungen können einen variablen Zinssatz vorsehen, der von der Entwicklung der zugrunde liegenden Referenzsätze abhängt. Ein Gläubiger von (Dualen-)(Digitalen)(Range Accrual) Schuldverschreibungen ist dem Risiko von Zins- und/oder Wechselkursschwankungen und ungewissen Zinserträgen ausgesetzt. Im schlimmsten Fall werden keine Zinsen bezahlt.] Interessenskonflikt – Berechnungsstelle Es besteht ein potentieller Konflikt zwischen der Berechnungsstelle und den Inhabern der Schuldverschreibungen, insbesondere hinsichtlich bestimmter Feststellungen und Beurteilungen, welche die Berechnungsstelle gemäß der Anleihebedingungen durchführt und hierdurch die Beträge beeinflusst, welche den Inhabern der Schuldverschreibungen während der Laufzeit der Schuldverschreibungen und nach ihrer Rückzahlung zufließen.

		[Risiko betreffend die Kontinuität von Finanzmarkt Benchmarks und Referenzsätzen] Am 30. Juni 2016 ist die EU-Verordnung ((EU) 2016/1011) über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden (die "Benchmark-Verordnung") in Kraft getreten (diese Indizes im Folgenden die "Benchmarks"). Die Benchmark-Verordnung könnte sich wesentlich auf Schuldverschreibungen auswirken, die auf einen "Benchmark"-Satz oder -Index bezogen sind. Der Wegfall einer Benchmark oder Änderungen in der Art der Verwaltung einer Benchmark könnten eine Anpassung der Emissionsbedingungen, eine vorzeitige Rückzahlung, ein Bewertungswahlrecht durch die Berechnungsstelle, ein Delisting oder andere Konsequenzen für solche auf Benchmarks bezogenen Schuldverschreibungen nach sich ziehen. All diese Konsequenzen könnten sich wesentlich auf den Wert solcher Schuldverschreibungen und die Erträge aus solchen Schuldverschreibungen auswirken.] [Unsicherheiten bezüglich des LIBOR-Berechnungsverfahrens und eine potentielle Abschaffung des LIBOR nach 2021 könnten sich nachteilig auf den Wert der Schuldverschreibungen auswirken] Maßnahmen des britischen Bankenverbandes (<i>British Bankers' Association</i>), der Aufsichts- oder Exekutivbehörden könnten zu Änderungen der Art und Weise, wie der LIBOR bestimmt wird, oder zur Festsetzung alternativer Referenzsätze führen. So kündigte beispielsweise die britische Finanzmarktaufsichtsbehörde (<i>Financial Conduct Authority</i>) am 27. Juli 2017 an, dass sie beabsichtigt, nach 2021 die Banken nicht weiter zur Abgabe von LIBOR-Sätzen zu verpflichten.] [Im Fall von fest zu fest verzinslichen Schuldverschreibungen einfügen: Fest zu fest verzinsliche Schuldverschreibungen Der Zinssatz, der neu festgelegt wird, kann von dem anfänglichen Zinssatz abweichen und kann die Rendite der Schuldverschreibungen negativ beeinflussen.] [Im Fall von [fest zu variabel] [fest zu fest zu variabel] verzinslichen Schuldverschreibungen einfügen: [Festverzinsliche zu variabel] [Fest zu fest zu variabel] verzinsliche Schuldverschreibungen Die Veränderung des Zinssatzes wird den Sekundärmarkt und den Marktpreis der Schuldverschreibungen beeinflussen.] [Im Fall von variabel zu fest verzinslichen Schuldverschreibungen einfügen: Variabel zu festverzinsliche Schuldverschreibungen Die Veränderung des Zinssatzes wird den Sekundärmarkt und den Marktpreis der Schuldverschreibungen beeinflussen.]

		<i>[Im Fall von Nullkupon-Schuldverschreibungen einfügen:</i> Nullkupon-Schuldverschreibungen Der Gläubiger von Nullkupon-Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs solcher Schuldverschreibungen infolge von Veränderungen des Marktzinssatzes fällt. Kurse von Nullkupon-Schuldverschreibungen sind volatiler als Kurse von festverzinslichen Schuldverschreibungen und reagieren in höherem Maße auf Veränderungen des Marktzinssatzes als verzinsliche Schuldverschreibungen mit einer ähnlichen Laufzeit.] <i>[Im Fall von indexierten Schuldverschreibungen einfügen:</i> Indexierte Schuldverschreibungen [Ist die Zinsenzahlung indexabhängig, ist der Gläubiger vor allem dem Risiko schwankender Zinsniveaus und der Ungewissheit in Bezug auf den Zinsertrag ausgesetzt oder wird möglicherweise überhaupt keine Zinsen erhalten.] [Im Falle von Schuldverschreibungen, deren Rückzahlung an einen Index gebunden ist, sehen die in diesem Basisprospekt angelegten Strukturen eine Rückzahlung vor, die nicht unter dem Nennbetrag der jeweiligen Schuldverschreibungen liegen kann. Der Gläubiger einer solchen Schuldverschreibung ist jedoch insbesondere dem Risiko von Fluktuationen des Indexstandes und, aus diesem Grund, einer unsicheren Rendite auf die Schuldverschreibung ausgesetzt.]³⁵ Des Weiteren kann der Marktpreis solcher Schuldverschreibungen sehr volatil sein.] <i>[Im Fall von Schuldverschreibungen mit einem "Cap" einfügen:</i> Risiken im Zusammenhang mit sog. "Caps" Gläubiger von Schuldverschreibungen mit einem "Cap" profitieren nicht von jeder tatsächlichen positiven Entwicklung, sofern diese den "Cap" übersteigt.] Die Schuldverschreibungen sind nicht durch ein (weder gesetzlich verpflichtendes noch freiwilliges) Einlagensicherungssystem gedeckt. Sämtliche Schuldverschreibungen (inklusive nicht nachrangiger Schuldverschreibungen), die am oder nach dem 1. Januar 2019 begeben werden, sind weder durch ein gesetzlich verpflichtendes noch durch ein freiwilliges Einlagensicherungssystem gedeckt. Folglich könnten Schuldverschreibungsgläubiger ihr gesamtes Investment im Falle einer Insolvenz oder Abwicklungsmaßnahme verlieren. <i>[Im Fall von fundierten Bankschuldverschreibungen einfügen:</i> Fundierte Bankschuldverschreibungen <i>Es kann keine Zusicherung gegeben werden, dass die Vermögenswerte des Deckungsstockes Fundierter Bankschuldverschreibungen zu jeder Zeit ausreichend sind, um die Verbindlichkeiten aus den Schuldverschreibungen zu decken oder dass jeweils rechtzeitig Ersatzdeckungswerte nachbeschafft werden.</i>

³⁵ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

		Obgleich die gesetzlichen Vorschriften für Fundierte Bankschuldverschreibungen vorsehen, dass ein Deckungsstock die Ansprüche aus ausstehenden Fundierten Bankschuldverschreibungen zu sichern hat, könnten Investoren weniger als ihr Investment erhalten.] Fundierte Bankschuldverschreibungen können nach ihrem Rückzahlungstag zurückgezahlt/getilgt werden. <i>Die nach deutschem Recht vorgesehene gesetzliche Vorlegungsfrist kann unter den für die Schuldverschreibungen geltenden Emissionsbedingungen verkürzt werden, in welchem Falle die Gläubiger weniger Zeit haben könnten, Forderungen aus den Schuldverschreibungen geltend zu machen.</i> Gemäß den Emissionsbedingungen der Schuldverschreibungen kann die reguläre Vorlegungsfrist von 30 Jahren (gemäß § 801 Absatz 1 Satz 1 BGB) verkürzt werden. Im Falle einer teilweisen oder vollständigen Nichtzahlung der im Rahmen der Schuldverschreibungen fälligen Beträge muss der Gläubiger die Vorlage der entsprechenden Globalurkunde an die Emittentin veranlassen. Im Fall einer Abkürzung der Vorlegungsfrist erhöht sich die Wahrscheinlichkeit, dass der Gläubiger die ihm zustehenden Beträge nicht erhält, da der Gläubiger weniger Zeit haben wird, seine Forderungen aus den Schuldverschreibungen geltend zu machen im Vergleich zu den Gläubigern von Schuldtiteln, deren Emissionsbedingungen die gesetzliche Vorlegungsfrist gar nicht oder in einem geringeren Maße verkürzen als die Emissionsbedingungen der Schuldverschreibungen. <i>[Im Fall von Schuldverschreibungen, die Beschlüsse der Gläubiger vorsehen, einfügen:</i> Beschlüsse der Gläubiger – Risiken in Verbindung mit der Anwendung des deutschen Gesetzes über Schuldverschreibungen aus Gesamtemissionen Sofern die Anleihebedingungen Beschlüsse der Gläubiger im Rahmen einer Gläubigerversammlung oder durch Abstimmung ohne Versammlung vorsehen, ist ein Gläubiger dem Risiko ausgesetzt, durch einen Mehrheitsbeschluss der Gläubiger überstimmt zu werden. Da ein wirksam zustande gekommener Mehrheitsbeschluss für alle Gläubiger verbindlich ist, können bestimmte Rechte des Gläubigers gegen die Emittentin aus den Bedingungen geändert, eingeschränkt oder sogar aufgehoben werden.] <i>[Im Fall von Schuldverschreibungen, die einen gemeinsamen Vertreter vorsehen, einfügen:</i> Gemeinsamer Vertreter Die Anleihebedingungen der Schuldverschreibungen sehen die Bestellung eines gemeinsamen Vertreters vor; daher kann das persönliche Recht des Gläubigers zur Geltendmachung und Durchsetzung seiner Rechte aus den Bedingungen gegenüber der Emittentin auf den gemeinsamen Vertreter übergehen, der sodann allein verantwortlich ist, die Rechte sämtlicher Gläubiger geltend zu machen und durchzusetzen.] Ein österreichisches Gericht könnte einen Kurator bestellen, um die Rechte und Vertretung der Interessen der Schuldverschreibungsgläubiger in deren Namen auszuüben, was die Möglichkeit der einzelnen Schuldverschreibungsgläubiger, ihre Rechte individuell zu verfolgen, beschränken kann.

		Für Zwecke der Vertretung gemeinsamer Interessen der Gläubiger von Schuldverschreibungen in gemeinsamen Angelegenheiten könnte ein Kurator bestellt werden, der möglicherweise zum Nachteil einzelner oder aller Gläubiger handelt. Da die Globalurkunden in den meisten Fällen durch ein Clearing System gehalten werden, haben sich die Investoren auf deren Prozesse für Transfer, Zahlungen und Kommunikation mit der Emittentin zu verlassen. Die wirtschaftlichen Eigentumsrechte der Anleger können nur über das Clearing System gehandelt werden, und die Emittentin erfüllt ihre Zahlungsverpflichtungen aus den Schuldverschreibungen durch Leistung von Zahlungen an das Clearing System zur Weiterleitung an dessen Kontoinhaber. Verminderte Rendite durch Transaktionskosten und Verwahrungsgebühren Die tatsächliche Rendite eines Schuldverschreibungsgläubigers kann durch Transaktionskosten und Verwahrungsgebühren erheblich geringer sein als die angegebene Rendite. Kreditfinanzierung Soferne Käufe von Schuldverschreibungen kreditfinanziert werden, und die Ansprüche aus den Schuldverschreibungen nicht (vollständig) erfüllt werden können, oder wenn deren Kurs fällt, hat der Schuldverschreibungsgläubiger nicht nur einen Verlust im Rahmen seines Investments zu vergegenwärtigen, sondern muss noch den hierfür aufgenommen Kredit samt Zinsen zurückzahlen. Risiko eines potenziellen Interessenkonflikts Einige der Platzeure und der mit ihnen verbundenen Unternehmen haben sich an Transaktionen im Investmentbanking und/oder im Kommerzbankgeschäft beteiligt und werden dies voraussichtlich auch in der Zukunft tun und könnten Dienstleistungen für die Emittentin und der mit ihr verbundenen Unternehmen im Rahmen des gewöhnlichen Geschäftsbetriebs erbringen. Gesetzesänderung Es können keine Aussagen hinsichtlich der Auswirkungen etwaiger künftiger Änderungen des deutschen Rechts, des österreichischen Rechts oder des europäischen Rechts, das unmittelbar in Deutschland oder Österreich anwendbar ist, getroffen werden. Solche Gesetzesänderungen können insbesondere die Einführung neuer Regelungen umfassen, gemäß denen es den zuständigen Behörden in Österreich ermöglicht wird, Gläubiger dieser Schuldverschreibungen unter bestimmten Umständen an den Verlusten der Emittentin zu beteiligen. Steuerliche Auswirkungen auf die Anlage Generelle steuerliche Aspekte Eine Effektivverzinsung auf die Schuldverschreibungen könnte durch die Steuererhebung auf eine Anlage in die Schuldverschreibungen geringer ausfallen.

		Zahlungen aus den Schuldverschreibungen könnten einem US-Steuerabzug unter FATCA unterliegen In bestimmten Fällen unterliegen Zahlungen aus bzw. im Hinblick auf Schuldverschreibungen nach dem Tag, der zwei Jahre nach Tag liegt, an dem der Begriff "ausländische durchgeleitete Zahlung" (<i>foreign passthru payment</i>) in endgültigen Verordnungen, die im U.S. Federal Register veröffentlicht werden, definiert werden, möglicherweise einem US-Steuerabzug gemäß Sections 1471 bis 1474 des U.S. Internal Revenue Code (allgemein als FATCA bezeichnet) oder einem ähnlichen Gesetz, das einen zwischenstaatliches Konzept von FATCA umsetzt. [Im Fall von Nachrangigen Schuldverschreibungen einfügen: Spezielle Risiken im Zusammenhang mit Nachrangigen Schuldverschreibungen: • <i>Verbindlichkeiten aus Nachrangigen Schuldverschreibungen werden erst nach Erfüllung der Ansprüche aller nicht nachrangigen Gläubiger befriedigt.</i> • <i>Die Gläubiger Nachrangiger Schuldverschreibungen sind dem Risiko ausgesetzt, dass die RBI nachrangige Schuldtitel begeben oder nachrangige Verbindlichkeiten aufnehmen kann, die vorrangig zu den Nachrangigen Schuldverschreibungen sind.</i> • <i>Nachrangige Schuldverschreibungen berechtigen nicht dazu, planmäßige künftige Auszahlung von Zinsen oder Kapitalbetrag zu beschleunigen</i> • <i>Nachrangige Schuldverschreibungen können nicht vorzeitig auf Wunsch des Schuldverschreibungsgläubigers zurückgezahlt werden</i> • <i>Jegliche Rechte der RBI, die Nachrangigen Schuldverschreibungen vorzeitig zurückzuzahlen oder zurückzukaufen, sind abhängig von einer diesbezüglichen Zustimmung durch die zuständige Aufsichtsbehörde.</i> • <i>Spezielle Risiken in Bezug auf den Sekundärmarkt für Nachrangige Schuldverschreibungen; Market-Making RBI-eigener Nachrangiger Schuldverschreibungen erfordert die vorherige Zustimmung der zuständigen Behörde und unterliegt bestimmten Bedingungen und Einschränkungen bzw. Schwellenwerten.]</i> [Im Fall von Berücksichtigungsfähigen Schuldverschreibungen einfügen: Zusätzliche Risiken im Zusammenhang mit Berücksichtigungsfähigen Verbindlichkeiten • <i>Die Einstufung der Berücksichtigungsfähigen Schuldverschreibungen als MREL-fähige Instrumente ist unsicher.</i> • <i>Ansprüche von Gläubigern nicht-bevorrechtigter nicht nachrangiger Berücksichtigungsfähiger Schuldverschreibungen werden nachrangig gegenüber bestimmten anderen nicht nachrangigen Ansprüchen sein.</i> • <i>Berücksichtigungsfähige Schuldverschreibungen können aus steuerlichen oder regulatorischen Gründen vorzeitig zurückgezahlt werden.</i>

		• <i>Jegliche Rechte der RBI, die Berücksichtigungsfähigen Schuldverschreibungen vorzeitig zurückzuzahlen oder zurückzukaufen, sind abhängig von einer diesbezüglichen Zustimmung durch die zuständige Aufsichtsbehörde.</i> • <i>Berücksichtigungsfähige Schuldverschreibungen berechtigen nicht dazu, planmäßige künftige Auszahlungen von Zinsen oder Kapitalbetrag zu beschleunigen.</i> <i>[Im Fall von Schuldverschreibungen, die in Renminbi denominiert sind, einfügen:</i> Spezielle Risiken für Schuldverschreibungen, die in Renminbi denominiert sind • <i>Renminbi sind nicht vollständig frei umtauschbar, und es bestehen erhebliche Beschränkungen für Überweisungen von Renminbi in die oder aus der Volksrepublik China heraus, die die Liquidität von Schuldverschreibungen, die in Renminbi denominiert sind, negativ beeinflussen können.</i> • <i>Außerhalb der Volksrepublik China ist die Verfügbarkeit von Renminbi eingeschränkt, was die Liquidität der Schuldverschreibungen und Fähigkeit der Emittentin, Renminbi außerhalb der Volksrepublik China zu beschaffen, um die Schuldverschreibungen zu bedienen, beeinträchtigen kann.</i> Als Folge der Beschränkungen der grenzüberschreitenden Renminbi-Geldflüsse durch die Volksrepublik China, ist deren Verfügbarkeit außerhalb der Volksrepublik China begrenzt. Dies kann Auswirkungen auf die Liquidität der Schuldverschreibungen sowie die Fähigkeit der Emittentin haben, Renminbi zu beziehen, um die Schuldverschreibungen bedienen zu können. • <i>Anlagen in Schuldverschreibungen, denominiert in Renminbi, unterliegen Wechselkursrisiken</i> Der Wert von Renminbi gegenüber dem Euro und anderen Fremdwährungen schwankt von Zeit zu Zeit und wird durch Veränderungen innerhalb der Volksrepublik China, durch international politische und wirtschaftliche Bedingungen und viele andere Faktoren, beeinflusst. Der Gegenwert der Renminbi-Zahlungen von Kapital und Zinsen in Euro oder anderen anwendbaren Fremdwährungen hängt von den jeweils anwendbaren Wechselkursen ab. • <i>Anlagen in Schuldverschreibungen, denominiert in Renminbi, unterliegen Währungsrisiken.</i> Unter bestimmten Umständen ist die Emittentin berechtigt die Zahlungen auf die Schuldverschreibungen, die in Renminbi denominiert sind, (ganz oder teilweise) in U.S.-Dollar zu begleichen. • <i>Anlagen in die Schuldverschreibungen unterliegen Zinsrisiken</i> Des Weiteren kann eine weitere Liberalisierung der Zinssätze durch die Regierung der Volksrepublik China die Zinsvolatilität erhöhen und die Handelspreise der Schuldverschreibungen können sich entsprechend der Schwankungen der Renminbi-Zinssätze verändern.

	[Risikohinweis darauf, dass der Anleger seinen Kapitaleinsatz ganz oder teilweise verlieren könnte]	• Zahlungen in Bezug auf die Schuldschreibungen an die Anleger erfolgen nur in der in den Schuldverschreibungen angegebenen Art und Weise Alle Zahlungen an Inhaber von Zinsen in Bezug auf die Schuldverschreibungen erfolgen ausschließlich durch Überweisung auf ein in Renminbi lautendes, in Hong Kong unterhaltenes Konto gemäß den geltenden Regeln und Verfahren des maßgeblichen Clearing Systems. Weder die Emittentin, noch die Emissionsstelle, noch die Zahlstelle können zur Zahlung auf eine andere Art und Weise verpflichtet werden (einschließlich in Banknoten, per Scheck oder Wechsel oder durch Überweisung auf ein Bankkonto in der Volksrepublik China).] [Verwendung der Erträge von Green oder Social Bonds: In Bezug auf Schuldverschreibungen, deren Erträge in einer bestimmten Art und Weise verwendet werden sollen, wie etwa ein Green oder Social Bonds, kann nicht zugesichert werden, dass eine solche Verwendung der Erträge für die Anlagekriterien eines Investors geeignet ist. Insbesondere gibt die Emittentin keine Zusicherung darüber ab, dass die Verwendung solcher Erträge für ein grünes oder soziales Projekt ganz oder teilweise die gegenwärtigen oder zukünftigen Erwartungen oder Anforderungen der Investoren in Bezug auf Anlagekriterien oder -leitfäden erfüllen wird, die von einem solchen Investor oder seinen Investitionen eingehalten werden müssen. Für den Fall, dass solche Schuldverschreibungen an einem gewidmeten "grünen", "umweltfreundlichen", "nachhaltigen", "sozialen" oder gleichwertigem Segment einer Börse oder eines Wertpapiermarkts gelistet oder zum Handel zugelassen sind, wird keine Zusicherung oder Versicherung von der Emittentin abgegeben in Bezug darauf, dass ein solches Listing oder die Zulassung die gegenwärtigen oder zukünftigen Erwartungen oder Anforderungen des Investors bezüglich jedweder Anlagekriterien oder –leitfäden, die der Investor oder seine Anlagen erfüllen müssen, befriedigt. Jedes Versäumnis, die Erträge einer Emission von Schuldverschreibungen für grüne oder soziale Projekte zu verwenden und/oder die Tatsache, dass solche Schuldverschreibungen nicht mehr wie oben beschrieben an einer Börse oder einem Wertpapiermarkt gelistet oder zum Handel zugelassen sind, kann sich erheblich nachteilig auf den Wert solcher Schuldverschreibungen und möglicherweise auch auf den Wert sonstiger Schuldverschreibungen auswirken, die zur Finanzierung von grünen oder sozialen Projekten bestimmt sind und/oder nachteilige Folgen für bestimmte Investoren haben, deren Portfolio erfordert, dass sie in Wertpapiere investieren, die für einen bestimmten Zweck genutzt werden sollen.] Anleger sollten beachten, dass sie möglicherweise einen Verlust ihrer Anlagen insgesamt oder teilweise erleiden könnten.]]³⁶

³⁶ Entfernen, sofern die Schuldverschreibungen als nicht-derivative Wertpapiere im Sinne von Anhang V der Prospektverordnung begeben werden.

Abschnitt E – Angebot

Punkt		
E.2b	Gründe für das Angebot, Zweckbestimmung der Erlöse, Geschätzter Nettoerlös	Die Gründe für das Angebot und die Zweckbestimmung der Erlöse sind folgende: [Die Gründe für das Angebot liegen in der allgemeinen Unternehmensfinanzierung, der Absicherung bestimmter Risiken oder um gegenwärtige Marktopportunitäten zu nutzen ("Arbitrage").] [Sofern andere Gründe für das Angebot vorliegen, Gründe einfügen.] [Der Nettoemissionserlös wird für die allgemeine Unternehmensfinanzierung innerhalb des gewöhnlichen Geschäftsbetriebs der Emittentin und der RBI Konzernunternehmen genutzt, für Absicherungsgeschäfte oder um gegenwärtige Marktopportunitäten zu nutzen (Arbitrage).] [Liegt eine andere Zweckbestimmung der Erlöse vor, Zweckbestimmung einfügen.] [Green Bonds oder Social Bonds – Details angeben] [Entfällt.] [andere einfügen] [Geschätzter Nettoerlös: [●]]
E.3	Angebotskonditionen	Angebotskonditionen: [Verkaufsbeschränkungen: [●]] [Angebots[periode][tag] [●]] [Emissions[tag][frist]: [●]] [Erst-Emissionstag: [●]] [Ausgabepreis: [●]] [Erst-Ausgabepreis [am ersten Angebotstag]: [●]] [Höchst-Ausgabepreis: [●]] [Provisionen: [●]] [Dealer: [●]] [●] [Listing Agent: [●]] [Emissionsstelle: [●]] [Zahlstelle(n): [●]] [Berechnungsstelle: [●]]

E.4	Für die Emission /das Angebot wesentliche Interessen, einschließlich Interessenkonflikten	[Entfällt][Soweit der Emittentin bekannt ist, liegen bei keiner Person, die bei dem Angebot der Schuldverschreibungen beteiligt ist, Interessenkonflikte vor, die für die Schuldverschreibungen und/oder das Angebot wesentlich sein könnten.] [Ggf. Beschreibung der Interessenkonflikte] [Einzelne der unter diesem Emissionsprogramm ernannten Platzeure und ihre Tochtergesellschaften haben Geschäfte mit der Emittentin im Investment Banking und/oder kommerziellen Bankgeschäft getätigt und können dies auch in Zukunft tun und Dienstleistungen für die Emittentin im Rahmen der gewöhnlichen Geschäftstätigkeit erbringen.]
E.7	Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden	[Entfällt; die Emittentin selbst stellt keine Ausgaben in Rechnung. Es können jedoch andere Kosten, wie etwa Depotentgelte anfallen.] [●]

RISK FACTORS

The following is a disclosure of risk factors that are material with respect to the Issuer and the Notes issued under the Programme in order to assess the Issuer related risks and the market and other risks associated with the Notes. However, there may be other risks of which the Issuer is currently not aware or which it does not consider to be material and any of these risks may affect the Issuer's ability to fulfil its obligations under the Notes to investors and/or thus, may be material to the Notes in order to assess the market risk associated with the Notes.

Prospective investors should consider the risk factors stated below before deciding to purchase Notes issued under the Programme, especially since in certain cases the investor may lose its entire investment or parts of it.

Prospective investors should consider all information provided in the Prospectus and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another.

A. RISKS RELATING TO THE ISSUER AND RBI GROUP

The following is a description of the risk factors, which may affect the ability of the Issuer to fulfil its obligations under the Notes. Potential investors should carefully read and consider these risk factors before deciding upon the purchase of the Notes.

Potential investors should consider these risk factors and all other information provided in this Prospectus and consult their own experts. In addition, the investors should bear in mind that several of the mentioned risks may occur simultaneously and that their implication can, possibly together with other circumstances, thus be intensified. The order in which the risks are described does neither represent a conclusion about their probability of occurrence nor the gravity or significance of the individual risks. The following information is not exhaustive. Indeed, further risks which have not been visible yet may also affect the business activities of RBI Group and the ability of the Issuer to fulfil its obligations arising from the Notes. Due to the occurrence of each individual risk described in the following, investors could lose their invested capital in whole or in part.

An investment in the Notes comes along with accepting risks of the underlying operational business of the Issuer. As an internationally operating company the risk situation of the Issuer comprises various aspects. The overall risk situation and any of the following single risks may influence the future income, asset and liquidity situation of the Issuer negatively:

1. *RBI as member of RBI Group is subject to concentration risk with respect to geographic regions and client sectors.*

RBI's business activities are pursued to a significant extent via its subsidiaries. Each of these subsidiaries can influence RBI, especially via the valuation of the subsidiary, via the costs of refinancing the participation versus its dividend payments and via national regulatory burdens on the level of each subsidiary.

Furthermore, due to accounts receivable from borrowers in certain countries and/or certain industry sectors, as the case may be, RBI Group is, to varying degrees, subject to a concentration of regional as well as sectorial counterparty risks. The concentration risk with respect to geographic regions and client sectors mainly exists in Russia, the Czech Republic and Austria due to RBI's exposure to the Raiffeisen banking group Austria (*Raiffeisen Bankengruppe Österreich*) (see also the risk factors "14. Risk of disadvantages for RBI due to its membership in Raiffeisen Customer Guarantee Scheme Austria." and "15. RBI is exposed to risks due to its interconnectedness concerning the Institutional Protection Scheme."). Furthermore, at RBI level, the reallocation of intra-group funding in order to support particular members of RBI Group, and the resulting increase in exposure to such group

members and the countries in which they are located, also constitutes concentration risk, which may be severe in the event of a default by one or several of these group members. Additionally, a failure of one or more members of RBI Group to service their respective payment obligations under certain financing agreements could trigger group cross default clauses and thus, unforeseen short-term liquidity needs for members of RBI Group. Moreover, concentration risks may arise out of investments in asset backed securities if such investments show a sectoral or regional concentration of debtors. The value of asset backed securities may be reduced significantly if the asset backed securities are concentrated in debtors stemming from respective sectors or regions which are hit by economic downturns.

Furthermore, regulatory burdens can appear at the consolidated group level forcing RBI as the group parent institution to take actions to remedy such burdens.

The realisation of any concentration risk and all of the above-mentioned mechanisms may adversely affect RBI's ability to meet its obligations under the Notes.

2. RBI Group has been and may continue to be adversely affected by global financial and economic crises including the Eurozone (sovereign) debt crisis, the risk of one or more countries leaving the European Union or the Eurozone and other negative macroeconomic and market environments and may further be required to make impairments on its exposures.

RBI's ability to fulfil its obligations under the Notes may be affected by changing conditions in the global financial markets, economic conditions generally and perceptions of those conditions and future economic prospects. The outlook for the global economy over the near to medium term remains uncertain and many forecasts predict a decrease in the levels of gross domestic product ("GDP") growth across many of the focus areas in which RBI Group operates. Many European and other countries continue to struggle under large budget deficits and elevated debt levels, raising a concern of the market that some European and other countries may in the future be unable to repay outstanding debt. These countries could find it difficult to obtain financing, if markets were to become volatile and potentially subject to intermittent and prolonged disruptions as experienced in the past.

Furthermore, the persisting low interest rate environment in many countries creates further pressure on the financial sector as it puts a constraint to net interest income and increased pressure on the cost structure of market participants.

In recent years, in Europe, the financial and economic conditions of certain countries have been particularly negatively affected. Refinancing costs for some of these countries are still elevated as the perceived risk of default on the sovereign debt of those countries had raised concerns about the contagion effect such a default would have on other European Union economies. Credit rating agencies downgraded the credit ratings of many of these countries, but have also stripped the AAA rating from certain core European countries. Sovereigns, financial institutions and other corporates may become unable to obtain refinancing or new funding and may default on their existing debt. The outcome of debt restructuring negotiations may result in RBI Group suffering additional impairments. Austerity measures to reduce debt levels and fiscal deficits may well result in a slowdown of or negative economic development. One or more Eurozone countries could come under increasing pressure to leave the European Monetary Union, or the Euro as the single currency of the Eurozone could cease to exist. The magnitude of such events is not quantifiable however it cannot be ruled out that significant systemic implications occur which could have an adverse impact on RBI's capital situation and ability to repay its obligations.

The political, financial, economic and legal impact of the departure of one or more countries from the Eurozone and/or the European Union is difficult to predict. However it can be observed using the example of the upcoming withdrawal of the United Kingdom from the European Union (so-called "Brexit") that unclear legal formalities and pending legal and economic frameworks lead to increased

political and economic uncertainty which can entail various adverse cumulative impacts on the respective economies (e.g. investments, GDP, exchange rates, etc.).

For a country exiting the Eurozone and/or the European Union, possible consequences of such exit in a stress case include the loss of liquidity supply by the European Central Bank ("ECB"), the need to introduce capital controls and, subsequently, certificates of indebtedness or a new national currency, a possibility of a surge in inflation and, generally, a breakdown of its economy. Businesses and other debtors whose main sources of income are converted to a non-euro currency could be unable to repay their euro-denominated debts. Thus, foreign lenders and business partners including members of RBI Group would have to face significant losses. Disputes are likely to arise over whether contracts would have to be converted into a new currency or remain in euros. In the wider Eurozone, concerns over the euro's future might cause businesses to cut investment and people to cut back their spending, thus pushing the Eurozone into recession. Depositors in other struggling Eurozone countries could start withdrawing their deposits or moving them to other countries, thus provoking a banking crisis in southern Europe. The Euro could lose but also increase in value in case that exiting countries are coming from the economically weaker periphery. Depending on the exact mutual development of the FX-rates embedded in the global exchange-rate regime this might impact RBI Group's ability to repay its obligations. In addition to the risk of market contagion, there is also the potential of political repercussions such as a boost to anti-euro and anti-European political forces in other countries. Owing to the high level of interconnection in the financial markets in the Eurozone, the departure from the European Monetary Union by one or more Eurozone countries and/or the abandonment of the Euro as a currency could have material adverse effects on the existing contractual relations and the fulfilment of obligations by RBI Group and/or RBI Group's customers and, thus, have an adverse impact on RBI's ability to duly meet its obligations under the Notes.

Outside the European Union, conflicts (such as in the Ukraine) or specific economic developments could have a negative impact on macroeconomic conditions and the financial position, results of operations and the prospects of RBI's subsidiaries. Furthermore, instability and whatsoever aggravation of the aforementioned conflicts (including developments concerning certain sanctions) might lead to adverse impacts on RBI Group (e.g. increase of defaults, legal implications, decrease of asset prices, etc.).

These developments or the perception that any of these developments will occur or exacerbate, have affected and could continue to significantly affect the economic development of affected countries, lead to widespread declines in GDP growth, and jeopardize the stability of financial markets. If the scope and severity of adverse economic conditions were to intensify in certain countries and in the focus areas of RBI Group, the risks RBI Group faces may be exacerbated. Such challenging economic conditions may adversely affect the Issuer's ability to meet its obligations under the Notes.

3. *RBI Group operates in several markets which are partially characterised by an increased risk of unpredictable political, economic, legal and social changes and related risks, such as exchange rate volatility, exchange controls/restrictions, regulatory changes, inflation, economic recession, local market disruptions, labour market tensions, ethnic conflicts and economic disparity.*

RBI Group's business is materially dependent on political and social stability, the performance of the economies and a sustainable development of the banking sector in the countries in which it operates. It is evident that due to the nature of some main markets, RBI Group is exposed to a significant extent to those risks. Some of these markets are characterised by an increased risk of unpredictable political, economic, legal and social changes and related risks, such as exchange rate volatility, exchange controls/restrictions, regulatory changes, inflation, economic recession, local market disruptions, labour market tensions, ethnic conflicts and economic disparity. The level of risk differs significantly from country to country, and generally depends on the economic and political development stage of each country. The degree of political and economic stability varies throughout the region and over

time. Future political, economic and social changes in the economies in which RBI Group operates could adversely impact RBI's ability to meet its obligations under the Notes.

4. *Any appreciation of the value of any currency in which foreign-currency loans are denominated against CEE currencies or even a continuing high value of such a currency may – also retroactively - deteriorate the quality of foreign currency loans which RBI Group has granted to customers in CEE and also raises the risk of new forced legislation actions as well as regulatory and/or tax measures and/or challenges in litigation proceedings detrimental to RBI Group.*

In several Central and Eastern European, including South Eastern European countries (together, "CEE"), RBI operates through a network of majority-owned subsidiary credit institutions (the "Network Banks") which are members of RBI Group. RBI Group has granted loans to households and companies denominated in foreign currencies (e.g. Swiss francs, US Dollar and Euro). An appreciation of such a currency against the borrower's home currency makes the debt more burdensome for local borrowers in CEE without income streams in the relevant currency, which not only deteriorates loan quality but also raises the risk of new legislation as well as regulatory (e.g. higher risk weights and minimum capital requirements for loans denominated in foreign currencies) and/or tax measures and/or challenges in litigation proceedings detrimental to the banking sector. RBI Group has experienced such or similar developments already in Hungary, Croatia and Romania. Similar developments cannot be ruled out for other markets RBI Group is operating in.

In **Croatia**, following litigation initiated by a Croatian Consumer Association against Raiffeisenbank Austria, d.d., Croatia ("RBHR") and other Croatian banks, two contractual clauses used in consumer loan agreements between 2003/2004 and 2008 were declared null and void: an interest change clause and a CHF index clause. The decision on the interest change clause cannot be challenged any more, whereas the decision on the CHF index clause can still be challenged at the Croatian Supreme Court and the Croatian Constitutional Court, and a final decision by any of these courts may have an impact on the relevant CHF index clause. Based on the decisions already rendered on the nullity of the interest change clause and/or the CHF index clause, borrowers may – subject to the statute of limitation – raise claims against RBHR. Depending on the final outcome of the aforementioned court proceedings and the number of borrowers raising such claims against RBHR in the future, this could have a material negative effect on RBHR and, thus, on the Issuer and RBI Group. However, given current legal uncertainties, a quantification of a possible damage is not possible at this point of time.

In **Poland**, where RBI, as a legal successor to its former Polish subsidiary Raiffeisen Bank Polska S.A. ("RBPL"), is currently operating through a branch to which the foreign currency retail mortgage loan portfolio of RBPL was transferred following the sale of the core banking operations of RBPL in 2018, higher minimum capital requirements for loans denominated in foreign currencies were introduced on 1 December 2017. In this regard, the competent authorities in Poland approved a resolution of the Minister for Development and Finance regarding higher risk weights (150 per cent.) for foreign currency exposures secured by mortgages on immovable property. The respective change led to an increase of RBI's risk weighted assets ("RWA") of EUR 2.784 billion. Additionally, potential measures in favour of borrowers who have taken out foreign currency-mortgage loans (the majority of which are indexed and denominated in Swiss francs), are currently being discussed. In the middle of 2017, the Polish President has proposed the new foreign currency ("FX") draft law. The draft regulation provided an extension of the existing support program for customers in difficulties and a new restructuring scheme to convert FX and decrease outstanding exposure in FX. In view of estimated costs for the banking sector of up to PLN 3 billion yearly, the President's draft is discussed controversially and has not been taken up for a decision by the Polish Parliament yet.

In addition, on 2 August 2017, the Polish President submitted a new draft bill to the Polish parliament on amendments of the act from 2015 on support for borrowers with mortgage loans in financial difficulties (primarily extending the criteria for the application of the respective support in a manner

which extends the scope of beneficiaries).

In spring 2018, a special commission within the Polish parliament for loans denominated and indexed in Swiss francs was established to analyse closer the aforementioned President's proposals for the support of borrowers in difficulties and to agree a new proposal with the Polish parliament. On 4 July 2019 the Polish Parliament has passed the amendment to the bill on support to debtors who are in hard financial situation, which has previously been introduced in parliament by the president. The passed amendment abandons the idea of the conversion fund along with the obligation of the banks possessing FX loan portfolios to pay 0.5% quarterly (2% annually) of current book value of FX loans portfolio for conversion fund. Additionally, the amendment resigns from the idea of forcing the banks to convert FX loans to PLN in a compulsory manner. The changes mainly focus on the support fund introducing more flexible criteria of obtaining of the aid. Now the amendment will be proceeded by the Upper Chamber of the Polish Parliament - the Senat.

The total portfolio of CHF retail mortgage loans of the Issuer's Polish branch, which at this point of time is mostly affected by these discussions, amounted to approximately EUR 2.2 billion at 31 December 2018. In addition to the above political developments, claims have been and continue to be raised against the Issuer by Polish borrowers in connection with retail mortgage loans denominated in or indexed to Swiss Franc and Euro. Generally, the vast majority of foreign currency loan agreements entered into in Poland contain index clauses. In two cases lately issued the Polish supreme court considered specific clauses and practices to be illicit. In both cases the court decided that - as a consequence of invalidity of the illicit clauses - the indexation mechanism is to be removed from the agreement and the loan shall be treated as a PLN denominated loan (but with an interest rate calculated on the basis of the agreed upon CHF LIBOR reference rate). Although said supreme court's verdicts are not binding in other cases, they may have an impact on the practice of lower instance courts. Depending on the number of borrowers raising such claims on the basis of similar indexation clauses against RBI and the Polish courts' practice in the future, this could have a material negative effect on the Issuer.

In spring 2019, the **Serbian Government** announced a new FX loan-related legislation too, allowing all clients with outstanding CHF indexed loans to have their remaining debt converted to debt indexed in EUR at the market exchange rate. The respective legislation came into force as of 7 May 2019.

Any of these measures and other measures, if decided and implemented, or the binding application of superior court rulings in favour borrowers of FX loans, which would force banks to convert FX loans into relevant local currencies or apply accounting rules having the same of similar effect, could have a material negative impact on the Network Banks, the Issuer and RBI Group.

5. *Developing legal and taxation systems in some of the countries in which RBI Group operates may have a material adverse effect on the Issuer.*

The legal systems of many countries in which RBI Group operates, in particular in the emerging economies, have undergone dramatic changes since 1989. In many cases, the interpretation and procedural safeguards of the new legal and regulatory systems of these countries are changing continuously, which may result in existing laws and regulations being applied inconsistently or arbitrary and onerous new laws being introduced.

Additionally, it may not be possible to obtain legal remedies in a reasonably timely manner, which could in particular have a material adverse effect on the legal enforcement of loan collateral which in many cases is mandatory. The members of RBI Group are subject to a large number of tax regulations that in some cases have only been in effect for a short period of time, are frequently amended and enforced by various political subdivisions. Thus, there are hardly any precedents for such enforcement, and administrative practices may be unpredictable. Taxpayers often have to take recourse to the courts to defend their position against the fiscal authorities.

Furthermore, the lack of collectability in some CEE countries may result in new taxes being continuously introduced in an attempt to increase tax revenues. Therefore, there is a risk that members of RBI Group may be subject to arbitrary and onerous taxation. In some CEE countries, tax returns and taxation matters are not subject to the statute of limitations and thus might be addressed by the authorities for years afterwards. Therefore, the tax risk in some CEE countries is significantly higher than in other countries whose tax systems are based on a longer historical development.

Moreover, in a number of cases the introduction of legal or tax measures is allegedly based on political or protectionist reasons and directed primarily against foreign investors, in particular credit institutions. The risks related to the development and application of the legal and tax systems in some of the countries in which RBI Group operates may have a material adverse effect on RBI's financial position and results of operations, and may affect its ability to meet its obligations under the Notes.

6. *In certain of its markets, RBI Group is exposed to a heightened risk of government intervention.*

Some economies are characterised by an increased risk of state and central bank intervention in response to an economic crisis. Governments in several economies in which RBI Group operates have taken and could further take measures to protect their national economies and/or currencies in response to political and economic developments, including, such as:

- require that loans denominated in foreign currencies like EUR, USD or CHF are converted into local currencies (even in retrospect) at unfavourable rates for lenders in order to assist local consumers and/or businesses;
- require loans to be assumed by government entities, potentially involving haircuts;
- set out regulations limiting, possibly with retro-active effect, interest rates ("**Caps**") or fees that can be charged on loans, leading to additional risks and lower income for RBI Group;
- require loans to be closed out at unfavourable conditions (*e.g.* in terms of breakage costs, mortgage/collateral evaluation);
- impose a waiver of the repayment of loans resulting in higher levels of provisions of risks;
- impose limitations on foreclosures and debt collections;
- set limitations on the repatriation of profits (either through restriction of dividend payments to parent companies or otherwise);
- require the parent company or a group member to provide funding or guarantees to support a local group member in distress;
- nationalise local members of RBI Group at less than the fair market value or without compensation;
- fix the exchange rate of the local currency against freely convertible currencies or lift any such exchange rate fixing; and
- prohibit or limit money transfers abroad or the export of, or convertibility into, foreign currency.

RBI Group has been adversely affected and has incurred losses through certain of these measures and was forced to increase loan loss provisions in the recent past.

The occurrence of any of these events may adversely affect RBI Group's ability to conduct business in the affected part of these economies. The occurrence of one or more of these events may also affect the ability of RBI Group's clients or counterparties located in the affected country or region to obtain foreign exchange or credit and, therefore, to satisfy their obligations to RBI Group. If any of these events occurs, it could adversely impact RBI's ability to meet its obligations under the Notes.

7. *RBI Group's liquidity and profitability would be significantly adversely affected should RBI Group be unable to access the capital markets, to raise deposits, to sell assets on favourable terms, or if there is a strong increase in its funding costs (liquidity risk).*

Liquidity risk is the risk of an entity to be unable to meet its current and future financial obligations in full and/or in time. This arises, *e.g.* if refinancing can only be obtained at unfavourable terms or is entirely impossible. Liquidity risk can take various forms. For example, one or more members of RBI Group may be unable to meet their respective payment obligations on a particular day and may have to obtain liquidity from the market at short notice and on unfavourable terms, or even fail to obtain liquidity from the market and, at the same time, be unable to generate sufficient alternative liquidity through the disposing of assets. Loss of customer confidence in RBI Group's business or performance could result in unexpectedly high levels of customer withdrawals; deposits could be withdrawn at a faster rate than the rate at which any of RBI Group's borrowers repay their loans; lending commitments could be terminated; or further collateral in connection with collateral agreements for derivative transactions could be required. RBI Group's liquidity buffers may not be sufficient in every market environment or specific situation and results of RBI Group's liquidity risk management models may lead to inadequate steering measures. All of this could negatively affect RBI's ability to fulfil its obligations under the Notes (see also the risk factor "23. *RBI's ability to fulfil its obligations under the Notes depends in particular on its financial strength which in turn is influenced by its profitability. The following describes factors which may adversely affect RBI's profitability.*").

8. *Any deterioration, suspension or withdrawal of one or more of the credit ratings of RBI or of a member of the RBI Group could result in increased funding costs, may damage customer perception and may have other material adverse effects on RBI Group.*

Credit ratings represent the opinion of a rating agency on the credit standing of an entity and take into account the likelihood of delay of and default on payments. They are material to RBI Group since they affect both, the willingness of customers to do business with RBI Group at all and the terms on which creditors are willing to transact with RBI Group.

Credit ratings may be suspended, downgraded or withdrawn which may occur as a result of adverse macroeconomic developments or regulatory activities in the countries and regions in which rated entities operate, company-specific developments or changes in the rating agencies' support assumptions. Rating agencies also change or adjust their ratings methodologies from time to time. Any such changes to rating criteria or methodologies can result in rating changes including downgrades.

Furthermore, a credit rating may also be suspended or withdrawn if RBI were to terminate the agreement with a rating agency or if it were to determine that it would not be in its interest to continue to supply financial data to a rating agency.

Rating downgrades may have a negative impact on the market price of outstanding RBI notes as well as future funding rates. Since RBI is also dependent on the interbank and wholesale markets as a refinancing source, any funding rate increase caused by a downgrade, suspension or withdrawal of a credit rating by a rating agency may restrict its access to refinancing opportunities and have a significant effect on RBI's earnings. In particular a rating downgrade to below investment grade might restrict investors to invest in notes issued by RBI or corporate customers to place deposits with RBI, leading to a reduced funding volume.

Furthermore, a rating downgrade among others, has a material effect on RBI's business activity, e.g. reduce wholesale deposits, derivative business, fee business (e.g. custody and guarantee business), as well as might cause a severe disruption of its client base.

9. *RBI Group's business, capital position and results of operations have been, and may continue to be, significantly adversely affected by market risks.*

Market risk refers to the specific and general risk position assumed by RBI Group on the asset or liability side with respect to positions in any debt instruments, equity instruments, equity-index forwards and futures, investment fund units, options, foreign currencies and commodities (e.g. gold).

Market risk is the risk that market prices of assets and liabilities or revenues will be adversely affected by changes in market conditions and includes, but is not limited to changes of interest rates, credit spreads of issuers of securities, foreign exchange rates, equity and debt price risks or market volatility. Changes in interest rate levels, yield curves, rates and spreads may affect RBI Group's net interest income and margin. Changes in foreign exchange rates affect the market price of assets and liabilities denominated in foreign currencies as well as the capital position and the profit and loss values as measured in euro, or the respective local currency of the Network Banks whose capital is denominated in the local currency, and may affect income from foreign exchange dealing.

The performance of financial markets or financial conditions generally may cause changes in the market price of RBI Group's investment and trading portfolios. RBI Group's risk management systems for the market risks to which its portfolios are exposed contain measurement systems which may prove inadequate as it is difficult to predict changes in economic or market conditions with accuracy and to anticipate the effects that such changes could have on RBI Group's financial performance and business operations, in particular in cases of extreme and unforeseeable events. In times of market stress or other unforeseen circumstances, such as the extreme market conditions experienced in 2008 and 2009, previously uncorrelated indicators may become correlated, or previously correlated indicators may move in different directions. These changes in correlation can be exacerbated where other market participants are using risk or trading models with assumptions or algorithms that are similar to RBI Group's. In these and other cases, it may be difficult to reduce RBI Group's risk positions due to the activity of other market participants or widespread market dislocations, including circumstances where asset values are significantly declining or no market exists for certain assets.

To the extent that RBI Group makes investments directly in assets that do not have an established liquid trading market or are otherwise subject to restrictions on sale or hedging, RBI Group may not be able to reduce its positions timely or at all and therefore timely reduce its risk associated with such positions. These types of market movements have at times limited the effectiveness of RBI Group's hedging strategies and have caused RBI Group to incur significant losses, which may also happen in the future.

The realisation of market risk could have a material adverse effect on RBI's financial position and results of operations and could adversely affect RBI's ability to meet its obligations under the Notes.

10. *Hedging measures might prove to be ineffective. When entering into unhedged positions, RBI Group is directly exposed to the risk of changes in interest rates, foreign exchange rates or prices of financial instruments.*

RBI Group utilises a range of instruments and strategies to hedge risks. Unforeseen market developments may have a significant impact on the effectiveness of hedging measures. Instruments used to hedge interest and currency risks can result in losses if the underlying financial instruments are sold or if valuation adjustments must be undertaken. Furthermore, RBI Group's hedging measures may be affected due to deterioration of hedging counterparty's creditworthiness. In a worst case, an originally hedged position may become an unhedged position due to counterparty's default.

Hedging instruments, in particular credit default swaps, could prove ineffective if restructurings of outstanding debt, including sovereign debt, avoid credit events that would trigger payment under such hedging instruments. Generally, gains and losses from ineffective risk-hedging measures can increase the volatility of the results generated by RBI Group.

In addition, RBI Group assumes open, *i.e.* unhedged, positions with respect to interest rates, foreign exchange and financial instruments either in the expectation that favourable market movements may result in profits or it considers certain positions cannot be hedged effectively or at all. These open positions are subject to the risk that changes in interest rates, foreign exchange rates or the prices of financial instruments may result in significant losses. This aspect also includes the hedging of capital positions which are not denominated in Euro (*e.g.* capital of subsidiaries).

Capital hedging takes place in RBI's head office in Vienna, based on a detailed analysis of capital markets (current situation, outlook and forecast) and market environment (availability of hedging instrument in respective currencies).

Furthermore, RBI Group has open positions with regard to its subsidiaries' capital and profit and loss positions measured in Euro. Only part of these positions can be hedged due to inadequate market developments and RBI Group does not consistently close these positions. Thus, even with constant margins and profits as measured in local currencies there is a risk of material adverse effects on the accounts as measured in Euro.

11. Decreasing interest rate margins may have a material adverse effect on RBI Group.

The majority of RBI Group's operating income is derived from net interest income. In 2018, EUR 3,362 million or 63 per cent. of RBI Group's operating income was derived from net interest income (source: RBI's audited consolidated annual financial statements as per 31 December 2018). In the first quarter of 2019, EUR 825 million or 69 per cent. of RBI Group's operating income stem from net interest income (source: RBI's unaudited interim consolidated financial statements for the first quarter ended 31 March 2019). The members of RBI Group earn interest from loans and other assets and pay interest to their depositors and other creditors.

Interest rates are highly sensitive to many factors beyond RBI Group's control, including inflation, monetary policies and domestic and international economic and political conditions. Decreasing interest rates often result in decreasing margins and consequently in decreasing net interest income unless compensated by an increase in customer loan volumes. The effects of changes in interest rates on RBI Group's net interest income depend on the relative amounts of assets and liabilities that are affected by the change in interest rates. Reductions in interest rates and margins may not affect RBI Group's refinancing costs to the same extent as they affect interest rates and margins on loans granted by RBI Group, because a credit institution's ability to make a corresponding reduction in the interest rate and margin it pays to its lenders is limited, in particular when interest rates on deposits are already very low. Additionally, legal provisions may lead to restrictions on charging negative interest rates on deposit accounts and credit customers may be motivated due to low or negative interest rates to do a full repayment of their debts (*e.g.* loans with fixed interest rates) without any cost charging.

Furthermore, a low or negative interest rate environment results in increased costs of maintaining the regulatory and prudential liquidity buffers held in cash and low yield liquid assets.

As a result of the above, interest rate fluctuations and, in particular, decreasing interest rate margins could negatively affect RBI Group's net interest income and have a material adverse effect on RBI's ability to fulfil its obligations under the Notes.

12. *RBI Group has suffered and could continue to suffer losses as a result of the actions of or deterioration in the commercial soundness of its borrowers, counterparties and other financial services institutions (credit risk / counterparty risk).*

Credit risk refers to the commercial soundness of a counterparty (e.g. borrower or another market participant contracting with a member of RBI Group) and the potential financial loss that such market participant may cause to RBI Group if it could not meet its contractual obligations vis-à-vis RBI Group. In addition, RBI Group's credit risk is impacted by the value of collateral provided and RBI Group's ability to enforce its security interests.

RBI Group is exposed to counterparty risk in particular with respect to its lending activities with retail and corporate customers, credit institutions, local regional governments, municipalities and sovereigns, as well as other activities such as its trading and settlement activities, the risk that third parties who owe money, securities or other assets to RBI Group will not perform their obligations. This exposes RBI Group to the risk of counterparty defaults, which have historically been higher during periods of economic downturn. Furthermore, RBI is exposed to the risk of lower creditworthiness of its customers, potentially leading to higher loan loss provisions for the entire portfolio.

In the ordinary course of its business, RBI Group is exposed to a risk of non-performance by counterparties in the financial services industry. This risk can arise through trading, lending, deposit-taking, derivative business, repurchase and securities lending transactions, clearance and settlement and many other activities and relationships with financial institutions (including without limitation: brokers and dealers, custodians, commercial banks, investment banks, mutual and hedge funds, and other institutional clients).

Defaults by, or even rumours or concerns about potential defaults or a perceived lack of creditworthiness of, one or more financial institutions, or the financial industry generally, have led and could lead to significant market-wide liquidity problems, losses or defaults by other financial institutions as many financial institutions are inter-related due to trading, funding, clearing or other relationships. This risk is often referred to as "systemic risk" and it affects credit institutions and all different types of intermediaries in the financial services industry. In addition to its other adverse effects, the realisation of systemic risk could lead to an imminent need for RBI Group members and other credit institutions in the markets in which RBI Group operates to raise additional liquidity or capital while at the same time making it more difficult to do so. Systemic risk could therefore have a material adverse effect on RBI Group's business, financial condition, results of operations, liquidity and prospects.

In the past, volatile economic conditions substantially raised the risk of defaults in the customer business, and increased the amount of non-performing loans for both retail and corporate customers. If such developments were to reoccur, they might be reinforced by changes of foreign exchange rates (foreign exchange based loans) which would negatively affect the ability of customers to repay their loans. Furthermore, the ability of customers to repay their loans may also be affected by increasing money market interest rates if the interest rate of a loan is based on floating rates. Given the recent economic recovery and the level of interest rates, low level of market interest rates (short- mid- and long-term) could come to an end. In the case of increasing interest rates, the rate of non-performing loans may increase, the provisioning of which would diminish RBI's Groups profits and could negatively affect the equity of RBI's Group entities denominated in local currency and the goodwill of local group companies. Furthermore, RBI Group's loan portfolio and other financial assets might be impaired which might result in a withdrawal of deposits and decreased demand for RBI Group's products.

RBI Group is also exposed to counterparty risk in relation to its financial institution and sovereign portfolios which include exposures to the financial institutions, local regional governments and sovereigns of countries that recently have experienced deteriorating fiscal conditions and are considered to have an elevated risk of default.

Downgrades in sovereign credit ratings could increase the credit risk of financial institutions based in these countries. Financial institutions are likely to be affected most by potential rating downgrade because they are affected by larger defaults or revaluations of securities, for example, or by heavy withdrawals of customer deposits in the event of a significant deterioration of economic conditions. Such adverse credit migration could result in increased losses and impairments with respect to RBI Group's exposures in these portfolios.

RBI Group provides for potential losses arising from counterparty default or credit risk by net allocations to provisioning for impairment losses, the amount of which depends on applicable accounting principles, risk control mechanisms and RBI Group's estimates.

Should actual credit risk exceed current estimates on which RBI Group's management has based net allocations to provisioning, RBI Group's loan loss provisions could be insufficient to cover losses. This would have a material adverse impact on RBI Group's financial position and results of operations and could affect RBI's ability to meet its obligations under the Notes.

13. *Adverse movements and volatility in foreign exchange rates had and could continue to have an adverse effect on the valuation of RBI Group's assets and on RBI Group's financial condition, results of operations, cash flows and capital adequacy.*

A large part of RBI Group's operations, assets and customers are located outside the Eurozone and RBI Group conducts its operations in many currencies other than the euro, all of which for purposes of inclusion in RBI Group's consolidated financial statements must be translated into euros at the applicable exchange rates. RBI Group also has liabilities in currencies other than the euro and trades currencies on behalf of its customers and for its own account, thus maintaining open currency positions.

Adverse movements in foreign exchange rates may affect RBI Group's cash flows as measured in euro, as well as the cash flows of RBI Group's customers, particularly if such fluctuations are unanticipated or sudden. Some of the currencies in which RBI Group operates have been highly volatile in the past.

A renewed financial crisis might cause a substantial depreciation of CEE currencies against the Euro, which might reduce the equity of RBI Group companies denominated in local currency as measured in EUR and the goodwill of local group companies.

A reoccurrence of the financial crisis and euro zone debt crisis and its effects on CEE economies or the political and economic crisis in the Ukraine, and in particular a sovereign default, could cause the currencies in countries in which RBI Group operates to depreciate further. A devaluation of local currencies could have an adverse effect on RBI Group's revenues and profits. Foreign currency exchange rate fluctuations may affect the regulatory capital ratios as much as the base currency mix of risk weighted assets differs from the mix of consolidated capital for RBI and RBI Group.

As such, fluctuations in foreign currency exchange rates may have a material adverse effect on RBI Group's business, financial position and results of operations and, in particular, may result in fluctuations in RBI Group's consolidated capital as well as its credit risk related capital adequacy requirements.

14. *Risk of disadvantages for RBI due to its membership in Raiffeisen Customer Guarantee Scheme Austria.*

RBI is a member of the nationwide voluntary Raiffeisen Customer Guarantee Scheme Austria (*Raiffeisen-Kundengarantiegemeinschaft Österreich (RKÖ)* – "**RKÖ**"). Approximately 82 per cent. of the Austrian Raiffeisen Banks are (directly or indirectly) members of the RKÖ.

In case of an insolvency of a scheme member, under certain circumstances, customers of that insolvent scheme member are offered equivalent claims against other scheme members instead of insolvency claims. In such event, the other scheme members are contractually liable to pay extraordinary membership contributions limited by their economic reserves, in order to ensure coverage of such claims. In addition, regular membership contributions to cover on-going administrative expenses may become due.

Any insolvency of a scheme member may result in RBI's obligation to settle guaranteed customer claims against such insolvent member, which would likely have a negative influence upon the business, asset, financial and earnings situation of RBI and its ability to meet its obligations under the Notes.

15. *RBI is exposed to risks due to its interconnectedness concerning the Institutional Protection Scheme.*

As a consequence of an universal succession, upon the Merger 2017 RBI, has entered into RZB's place in the agreements for the establishment of an institutional protection scheme ("**IPS**") within the meaning of Article 113(7) of the "Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012" (*Capital Requirements Regulation* - "**CRR**") (the "**Federal IPS**"). The Federal IPS must comply with the requirements of the CRR, particularly safeguarding the existence and the liquidity and solvency of its members to prevent insolvency. Beside RBI, the Federal IPS currently consists of the following institutions:

- the "**Raiffeisen Regional Banks**" (i.e. RAIFFEISEN LANDESBANK NIEDERÖSTERREICH-WIEN AG, Raiffeisen-Landesbank Steiermark AG, Raiffeisen Landesbank Oberösterreich Aktiengesellschaft, Raiffeisen Landesbank Tirol AG, Raiffeisenverband Salzburg eGen, Raiffeisenlandesbank Kärnten - Rechenzentrum und Revisionsverband regGenmbH, Raiffeisenlandesbank Burgenland und Revisionsverband regGenmbH, and Raiffeisenlandesbank Vorarlberg Waren- und Revisionsverband regGenmbH);
- RAIFFEISEN-HOLDING NIEDERÖSTERREICH-WIEN registrierte Genossenschaft mit beschränkter Haftung;
- Posojilnica Bank eGen;
- Raiffeisen Wohnbaubank Aktiengesellschaft (a subsidiary of RBI); and
- Raiffeisen Bausparkasse Gesellschaft m.b.H. (a subsidiary of RBI).

The Federal IPS is subject to consolidated (or extended aggregated) minimum own funds requirements.

Due to the membership of RBI in the Federal IPS, RBI can be affected in case of material economic problems within the Federal IPS. In case of liquidity and/or capital needs of one or several Federal IPS members, RBI is obliged, among other Federal IPS members, to ensure compliance with regulatory requirements of Federal IPS and its members. In case of the six Raiffeisen Regional Banks which are, in addition, also members of the so-called "**Regional IPSs**" (Burgenland, Lower Austria, Styria, Tyrol, Upper Austria and Vorarlberg), the Federal IPS is only obliged to step in order to ensure regulatory requirement of the members of the Federal IPS if a Regional IPS is not able to give sufficient support. The six Regional IPSs consist of the relevant Raiffeisen Regional Bank and the cooperative, local Raiffeisen Banks. The only RBI subsidiaries which are members of Federal IPS are Raiffeisen Bausparkasse Gesellschaft m.b.H. and Raiffeisen Wohnbaubank Aktiengesellschaft. No

other RBI subsidiary is part of this institutional protection scheme. However, the potential support of RBI for other members of the Federal IPS could affect RBI Group as a whole in terms of regulatory parameters.

RBI has to contribute to the *ex ante* fund of the Federal IPS. This results in additional financial burden for the Issuer and potentially increased contributions (e.g. in case support for other members) can reinforce these financial burdens and therefore adversely affect the financial position of the Issuer and the results of its business, financial condition and results of operations.

RBI's membership in the Federal IPS may end, in particular it may be terminated by giving two years prior notice.

16. *RBI Group may be required to participate in or finance governmental support programs for credit institutions or finance governmental budget consolidation programmes, including through the introduction of banking taxes and other levies.*

If an important credit institution or financial institution in Austria or the CEE markets where RBI Group has significant operations were to suffer significant liquidity problems, risk defaulting on its obligations or otherwise potentially risk declaring insolvency, the respective local government might require one or more members of RBI Group to provide funding or guarantees to ensure the continued existence of such institution. This might require RBI or one of its affiliates to allocate resources to such assistance rather than using such resources to promote other business activities that may be financially more productive, which could have – particularly in a situation of similar events in multiple jurisdictions – an adverse effect on RBI's and RBI Group's business, financial condition or results of operations.

In addition, members of RBI Group may be subject to banking taxes and other levies, which are not directly related to support programs for credit institutions but rather to general budget funding. RBI Group has experienced such measures in various jurisdictions.

17. *The Issuer is subject to a number of strict and extensive regulatory rules and requirements.*

As Austrian credit institution, the Issuer has to comply with a number of regulatory rules and requirements at all times which continuously change and become more extensive and stricter. Compliance with these regulatory rules and requirements, in particular including the ongoing monitoring and implementation of new or amended rules and regulations cause significant costs and expenses for the Issuer and any (factual or even only alleged) breach of such rules and requirements may result in major regulatory measures and severe legal and reputational risk.

Banking Union

The Banking Union is a system for the supervision and resolution of credit institutions on EU level which is based on EU wide rules. The Banking Union was established in response to the financial crisis and currently consists of two pillars, the Single Supervisory Mechanism ("**SSM**") and the Single Resolution Mechanism ("**SRM**"). The European Deposit Insurance Scheme (EDIS) as third pillar proposed by the EU Commission has not yet been implemented.

Reform of the EU banking package /banking sector

On 7 June 2019, a legislative package for measures to reduce risk in the banking system ("**EU Banking Package**") was published in the Official Journal of the EU. The EU Banking Package contains amendments to the following EU legal acts:

(i) "Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment

firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC"; (ii) "Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012"; (iii) "Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council"; and (iv) "Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010".

The EU Banking Package is intended to implement reforms agreed at international level following the financial crisis to strengthen the banking sector and address outstanding challenges to financial stability. Presented in November 2016, they include elements agreed by the Basel Committee on Banking Supervision ("**BCBS**") and by the Financial Stability Board ("**FSB**").

The EU Banking Package in particular includes the following key measures:

- a leverage ratio requirement for all institutions as well as a leverage ratio buffer for all global systemically important institutions;
- a net stable funding requirement;
- a new market risk framework for reporting purposes;
- revised rules on capital requirements for counterparty credit risk and for exposures to central counterparties;
- a revised Pillar 2 framework;
- a new total loss absorbing capacity ("**TLAC**") requirement for global systemically important institutions;
- enhanced Minimum Requirement for own funds and Eligible Liabilities ("**MREL**") subordination rules for global systemically important institutions ("**G-SIIs**") and other large banks referred to as top-tier banks;
- stricter conditions for liabilities in order to qualify as eligible liabilities instruments for MREL/TLAC purposes;
- a new moratorium power for the resolution authority; and
- restrictions to distributions in case of MREL breaches.

The EU Banking Package entered into force on 27 June 2019 already. However, some of the amendments of the CRR shall apply from 28 June 2021, those of the SRMR from 28 December 2020. The EU Member States shall implement the amendments of the BRRD and the CRD IV into national legislation by 28 December 2020.

Basel III reforms by BCBS:

On 7 December 2017, the oversight body of the BCBS, the Group of Central Bank Governors and Heads of Supervision ("**GHOS**"), endorsed the outstanding Basel III reforms proposed by the BCBS (i.e. the international regulatory framework for credit institutions developed by the BCBS in response to the financial crisis 2007 – 2009). These Basel III reforms include:

- a revised standardised approach for credit risk, which will improve the robustness and risk sensitivity of the existing approach;
- revisions to the internal ratings-based approach for credit risk, where the use of the most advanced internally modelled approaches for low-default portfolios will be limited;
- revisions to the credit valuation adjustment (CVA) framework, including the removal of the internally modelled approach and the introduction of a revised standardised approach;
- a revised standardised approach for operational risk, which will replace the existing standardised approaches and the advanced measurement approaches;
- revisions to the measurement of the leverage ratio and a leverage ratio buffer for global systemically important banks (G-SIBs), which will take the form of a Tier 1 capital buffer; and
- an aggregate output floor, which will ensure that risk-weighted assets ("**RWAs**") generated by internal models are no lower than 72.5% of RWAs as calculated by the Basel III framework's standardised approaches. Credit institutions will also be required to disclose their RWAs based on these standardised approaches.

The revised standards will take effect from 1 January 2022 and will be phased in over five years. Within the EU, the revised standards have to be transposed into EU law for being applicable.

In addition, on 14 January 2019, the GHOS endorsed the finalized revised market risk framework, which will also take effect from 1 January 2022.

Furthermore, the GHOS mandated the BCBS to review the regulatory treatment of sovereign risk in January 2015. On 7 December 2017, the BCBS published a respective discussion paper, but did not yet reach a consensus on making any changes to the regulatory treatment of sovereign exposures.

The Issuer's obligation to comply with, monitor and/or implement these, similar or other additional, stricter and/or new regulatory rules and requirements may have a negative impact on the Issuer's business operations and its assets, financial position and results of operation.

18. *The Issuer has to comply with its applicable (regulatory) capital requirements at any time*

The Issuer has to comply with certain regulatory capital requirements at any time:

- In this regard, the Issuer is required to satisfy the applicable minimum capital requirements pursuant to Article 92 CRR (so-called "Pillar 1 requirements") at all times. This includes a Common Equity Tier 1 ("**CET 1**") ratio of 4.5%, a Tier 1 ratio of 6% and a Total Capital Ratio of 8%. These requirements apply on an individual and consolidated basis.
- In addition, the Issuer is required to satisfy at all times the capital requirements that are imposed by the ECB following the Supervisory Review and Evaluation Process ("**SREP**") (so-called "Pillar 2 requirements") ("**SREP ratio**") in form of CET 1 capital. As of the date of this Prospectus, the SREP ratio determined for the Issuer (on an individual and consolidated basis) amounts to 2.25%. In addition, the Issuer is required to satisfy the so-called "Pillar 2 guidance".
- Furthermore, the Issuer is required to satisfy at all times the combined buffer requirement within the meaning of § 2(45) of the Austrian Banking Act (*Bankwesengesetz* – "**BWG**") in form of CET 1 capital. For the Issuer, the combined buffer requirement consists of the sum of the capital buffer requirement for compliance with: (i) the capital conservation buffer of 2.5%; (ii) the countercyclical capital buffer for relevant credit exposures both in and outside of Austria; (iii) the capital buffer requirement for systemic risk (systemic risk buffer); and (iv) the capital buffer requirement for other systemically important institutions (O-SII buffer),

in each case, on an individual and consolidated basis and based on the total risk exposure calculated pursuant to Article 92(3) CRR.

- As of the date of this Prospectus, the countercyclical capital buffer for relevant credit exposures in Austria is 0.0%; in addition, the following countercyclical capital buffers for relevant credit exposures outside of Austria apply to RBI Regulatory Group on the total risk exposure in the respective jurisdictions or have been announced to apply:

Country	Applicable as of the date of this Prospectus	Announced new rate	As of
Czech Republic	1.50 per cent.	1.75 per cent.	1 Jan 2020
Slovak Republic	1.25 per cent.	1.50 per cent.	1 Aug 2019
Bulgaria	–	0.50 per cent. / 1.00 per cent.	1 Oct 2019 / 1 Apr 2020
Iceland	1.75 per cent.	2.00 per cent.	1 Feb 2020
Ireland	1.00 per cent.	–	–
Lithuania	1.00 per cent.	–	–
Hong Kong SAR	2.50 per cent.	–	–
Germany	0.25 per cent.	–	–
Luxembourg	–	0.25 per cent.	1 Jan 2020
Sweden	2.00 per cent.	2.50 per cent.	19 Sep 2019
Norway	2.00 per cent.	2.50 per cent.	31 Dec 2019
United Kingdom	1.00 per cent.	–	–
France	0.25 per cent.	0.50 per cent.	2 Apr 2020
Denmark	0.50 per cent.	1.00 per cent.	30 Sep 2019

As of the date of this Prospectus, the Issuer is required to maintain a systemic buffer both, for systemic risk vulnerability of 1%, and for systemic cluster risk of 1%; as well as an O-SII buffer of 2%, in each case, on an individual and consolidated basis. However, in general, only the higher of such buffer rates (and therefore, in case of the Issuer 2%) applies.

- Furthermore, each institution shall meet MREL in accordance with the Austrian Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz – "BaSAG"*)/the SRMR upon request of the resolution authority. This MREL ratio shall be determined by the resolution authority and shall be calculated as the amount of own funds and eligible liabilities expressed as a percentage of the total RWA of the respective resolution group. As of the date of this Prospectus, no binding MREL targets have been set by the competent authorities regarding RBI and its respective resolution group.

The Issuer's obligation to comply with these, similar or other additional, stricter and/or new (regulatory) capital requirements may have a negative impact on the Issuer's business operations and its assets, financial position and results of operation.

19. The Issuer is obliged to contribute to the Single Resolution Fund and to the deposit guarantee fund.

The Single Resolution Fund ("SRF") has been established within the SRM and is composed of contributions by credit institutions and certain investment firms in the participating Member States of the Banking Union. The SRF shall be gradually built up during the initial period of eight years (2016 – 2023) and shall reach the target level of at least 1% of the amount of covered deposits of all credit institutions within the Banking Union by 31 December 2023.

Furthermore, the "Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes" (*Directive on Deposit Guarantee Schemes* – "**DGSD**") stipulates a target level of the *ex ante* financed funds for the deposit guarantee schemes of 0.8% of covered deposits. According to the Austrian Deposit Guarantee and Investor Protection Act (*Einlagensicherungs- und Anlegerentschädigungsgesetz* – "**ESAEG**"), which implements the DGSD in Austria, the deposit guarantee fund shall be fully composed until 3 July 2024.

The Issuer is member of the Einlagensicherung AUSTRIA Ges.m.b.H. ("**ESA**"), the statutory (Austrian) deposit guarantee scheme within the meaning of ESAEG. ESA is operative since 1 January 2019 and replaces the guarantee schemes of the associations of *Banken und Bankiers*, *Landes-Hypothekenbanken*, *Raiffeisenbanken* and *Volksbanken* which existed until 31 December 2018. If (in case of a crisis of a member institution) required, the credit institutions may also be obliged to make certain (*ex post*) contributions to the SRF and the deposit guarantee fund.

The Issuer's obligation to make contributions to the SRF and the deposit guarantee fund may have a negative impact on the Issuer's business operations as well as its assets, financial position and results of operation.

20. *If the relevant conditions are met, the resolution authority shall apply resolution actions in relation to the Issuer.*

As a common regime for the recovery and resolution of credit institutions the BRRD and the SRMR form the SRM respectively its material legal bases. According to the BaSAG, which implements the BRRD in Austria, the FMA is the national resolution authority. The Single Resolution Board ("**SRB**") is the central resolution authority within the Banking Union. Together with the national resolution authorities of participating Member States, it forms the SRM.

Generally, if the conditions for resolution are met, the resolution authority shall take resolution actions (i.e. resolution tools and resolution powers) in relation to an institution in order to be able to exercise an orderly resolution, if an institution is failing (or likely to fail) and to preserve the financial stability. When applying the resolution tools and exercising the resolution powers, the resolution authority shall take into account the resolution objectives (*inter alia*, to ensure the continuity of critical functions, to avoid a significant adverse effect on the financial stability and to protect public funds and covered deposits of customers).

The resolution tools are:

- the sale of business tool;
- the bridge institution tool;
- the asset separation tool; and
- the bail-in tool.

By applying the bail-in tool the resolution authority may write down eligible liabilities in a cascading contribution to loss absorption of an institution or convert them into instruments of ownership. Moreover, the resolution authority can separate the performing assets from the impaired or underperforming assets in order to ensure the continuity of services and avoid adverse effects on financial stability. For this purpose the resolution authority can transfer the shares in an institution or all or part of the assets of an institution to a private purchaser or a bridge institution without the consent of the shareholders.

In addition, the resolution authority has so-called resolution powers, which it may exercise individually or in any combination in relation to or for the preparation of the application of a resolution tool. These resolution powers include in particular:

- the power to transfer to another entity rights, assets and liabilities of an institution under resolution;
- the power to reduce, including to reduce to zero, the principal amount of or outstanding amount due in respect of eligible liabilities of an institution under resolution;
- the power to convert eligible liabilities of an institution under resolution into ordinary shares or other instruments of ownership of an institution under resolution, a relevant parent institution or a bridge institution to which assets, rights or liabilities of the Issuer are transferred;
- the power to cancel debt instruments issued by an institution under resolution;
- the power to require an institution under resolution or a relevant parent institution to issue new shares, other instruments of ownership or other capital instruments, including preference shares and other contingent convertible instruments; and/or
- the power to amend or alter the maturity of debt instruments and other eligible liabilities issued by an institution under resolution or amend the amount of interest payable under such instruments and other eligible liabilities, or the date on which the interest becomes payable, including by suspending payment for a temporary period.

The BRRD and SRMR indicate that as resolution strategies both, a single or multiple point-of-entry ("SPE" or "MPE") approach, are allowed. In an SPE approach a failing bank subsidiary is recapitalized by instruments issued by the group parent (single point of entry) the proceeds of which are down-streamed to the failing subsidiary, while in an MPE approach a failing bank subsidiary is recapitalized by instruments issued by the failing subsidiary (multiple point of entry). In the first case, the shareholder structure of the parent company may change when debt instruments are bailed-in, in the second, the shareholder structure of the subsidiary may change.

RBI Regulatory Group pursues the MPE approach. In this regard, SRB and all relevant national resolution authorities of the resolution college – except for the national resolution authority of Romania – have reached a joint decision that an MPE approach is the preferred resolution strategy for RBI Regulatory Group. Discussions and negotiations with the disagreeing national resolution authority of Romania are still ongoing. In the event that Raiffeisen Bank S.A. (the Romanian banking subsidiary of RBI) would need to apply an SPE approach, organizational adjustments in the relationship between RBI and Raiffeisen Bank S.A. may be required. For the Issuer and all other members of RBI Regulatory Group the MPE approach would remain the preferred resolution strategy.

The application of resolution actions in relation to the Issuer may have a material negative impact on the Notes. Apart from that, bankruptcy proceedings over the Issuer's assets or special receivership proceedings regarding the Issuer may be opened.

21. Adjustments to the business profile of RBI or RBI Group may lead to changes in its profitability.

Adjustments of the business profile to meet increasing capital requirements or other business needs may include the attempt to sell assets including existing subsidiaries. No assurance can be given that suitable opportunities for disposals will be identified in the future, or that RBI Group will be able to complete such disposals on favourable terms or at all. Such disposals may prove difficult in the then current market environment as many of RBI Group's competitors may also seek to dispose of assets. It may also be difficult for RBI Group to adapt its cost structure to the smaller size of certain of its businesses or to otherwise increase the potential to retain earnings in order to build up capital internally. This may have a material adverse effect on RBI's ability to meet its obligations under the Notes.

Furthermore, strategic initiatives and efficiency programmes (including restructuring activities and cost savings plans) might influence the legal form of business being pursued. In case business

currently performed in a separate legal entity is merged into RBI, this could increase the economic risk of RBI versus the current structure. Moreover, RBI Group is exposed to the risk that the benefits from such initiatives and programmes, in particular any expected synergy effects and cost savings, cannot be fully achieved.

22. *Compliance with applicable rules and regulations, in particular on anti-money laundering and anti-terrorism financing, anti-corruption and fraud prevention, sanctions, tax as well as capital markets (securities and stock exchange related), involve significant costs and efforts and non-compliance may have severe legal and reputational consequences for RBI.*

RBI Group members are subject to rules and regulations, in particular on anti-money laundering and anti-terrorism financing, anti-corruption and fraud prevention, economic sanctions and tax as well as capital markets (securities and stock exchange related). Economic sanctions, such as embargos, may impose further restrictions on the operations of RBI Group in certain countries or with certain customers, may require RBI or any member of RBI Group to terminate business relationships or to block assets such as bank accounts.

In particular, RBI Group members are subject to legal provisions in connection with measures to avoid money laundering, corruption and terrorism financing ("**AML Rules**") which are continuously amended and tightened, e.g. most recently by the implementation of Directive (EU) 2015/849 (so-called "4th AML Directive") and in the near future by Directive (EU) 2018/843 (so-called "5th AML Directive"). The obligation of RBI Group Members to comply with these AML Rules causes significant costs and expenses.

A constant and complete compliance of all applicable AML Rules and other rules as mentioned above (including the relevant internal group-wide standards) by RBI Group's employees is not ensured. Any (factual or even only alleged) breach of the AML Rules or such other rules may have main negative legal, financial and reputational consequences for the Issuer and RBI Group and the obligation to comply with the AML Rules may have a negative impact on the Issuer's business operations and its assets, financial position and results of operation.

This also applies to the more stringent due diligence and disclosure obligations according to the standard for automatic exchange of financial account information in tax matters (*Common Reporting Standard* – "**CRS**"), which has been approved by the Organisation for Economic Co-operation and Development OECD, and formally adopted by the EU through the "Council Directive 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation". Therefore, RBI Group members within the EU are required to apply the CRS rules and provisions. In Austria, CRS is implemented by the Austrian Common Reporting Standard Act (*Gemeinsamer Meldestandard-Gesetz* – "**GMSG**"). Not complying with the provisions of the CRS and/or GMSG could lead to locally defined penalties.

According to the CRS, financial institutions in participating countries are required to apply strict due diligence rules for new, as well as for pre-existing accounts in order to identify the customer's tax residence. These strict provisions result in an annual reporting obligation to the local tax authority which exchanges data with other tax authorities.

Another due diligence and disclosure obligation derives from the Foreign Account Tax Compliance Act ("**FATCA**") provisions of the U.S., which were put in force in 2010 in order to prevent tax evasion by U.S. account holders (U.S. citizens and U.S. residents for tax purposes). In 2014, the United States and Austria entered into an intergovernmental agreement (an "**IGA Model 2**") in order to facilitate the implementation of FATCA for Austrian financial institutions. According to said agreement, all Austrian financial institutions have to implement appropriate measures in order to meet the due-diligence and reporting obligations of the FATCA.

The U.S. Treasury Department and the U.S. Internal Revenue Services (IRS) may issue additional guidance and regulations that may alter the application of FATCA to RBI Group and the Notes in the

future. All FATCA reporting relevant RBI Group units (FFIs), including RBI itself, are registered with the U.S. IRS as FATCA compliant members of RBI Expanded Affiliated Group.

A similar strict U.S. regulation is the Qualified Intermediary Agreement ("**QI Agreement**"). According to the QI Agreement a compliance programme has to be created and a review with sampling has to be conducted periodically. This QI Agreement, originally from 2001, has been renewed between RBI and the U.S. IRS in 2017. RBI is obliged to make an appropriate report regarding withheld amounts for the US Treasury Department (respectively U.S. IRS). In addition, the U.S. IRS has issued detailed regulations about taxing Dividend Equivalent Payments.

Since the U.S. IRS combines both FATCA and the QI Agreement, not complying with QI regulations could result in a loss of the QI status and in a loss of the FATCA compliant status, which would lead to severe legal, monetary and reputational consequences and could have a material adverse effect on RBI Group's business, financial condition and results of operations.

Based on the so-called Austrian "banking package" ("**Bankenpaket**") – i.e. the Austrian Account Register and Account Insight Act (*Kontenregister- und Konteneinschaugesetz* – "**KontRegG**") and the Austrian Capital Outflow Reporting Act (*Kapitalabfluss-Meldegesetz* – "**KapAbflG**"), RBI has to comply with strict reporting obligations towards the Austrian Minister of Finance (*Bundesminister für Finanzen*). On the one hand, there is the reporting obligation of accounts encompassed by the "account register" as defined in the KontRegG, on the other hand, RBI is obliged to report capital in/outflows according to the Federal Act on the reporting obligation of capital in/outflows stipulated by the KapAbflG. RBI would be exposed to severe monetary and reputational risk if non-compliant with the above mentioned regulations.

Increasingly stricter EU sanctions as well as U.S. sanctions against certain countries, legal entities and individuals may restrict or prevent RBI as well as RBI Group companies not only from entering into new transactions with affected entities but also affect the settlement of existing transactions, in particular the enforcement of existing claims against customers, which could result in risks relating to law suits due to non-payment in connection with e.g. guarantees issued by RBI or members of RBI Group or letters of credit as well as significant losses. The situation will be exacerbated by legislation of affected countries countering such sanction legislation if RBI Group entities may be required to comply with contradicting acts of legislation with extra-territorial effect enacted in different jurisdictions. This risk may affect in particular RBI Group's business in Russia and with entities related to Russia.

Any breach of such regulations and even the mere suspicion of any breach may have legal consequences or have an adverse impact on the reputation of RBI Group and thus significantly affect its business, for example by the freezing of accounts with US correspondent credit institutions, its financial position and results of operations and may have an adverse effect on RBI's ability to meet its obligations under the Notes.

23. *RBI's ability to fulfil its obligations under the Notes depends in particular on its financial strength which in turn is influenced by its profitability. The following describes factors which may adversely affect RBI's profitability.*

- **Consumer Protection Legislation.** Changes in consumer protection laws and their application and interpretation as well as the more aggressive enforcement of such laws by consumers, regulatory authorities and consumer protection agencies can adversely affect the pricing terms of RBI Group's loans and other products and services and may allow consumers to reclaim fees, interest and principal payments previously paid.
- **Project Risk.** RBI Group carries out complex projects, *inter alia*, in the context of regulatory/legal requirements and business development bearing the risk of not fully achieving the projected targets in terms of effectiveness and efficiency but also with regards to strategic and business ambition. This might potentially increase costs of implementation

and operations on one hand and missed profitability targets on the other hand. Regulatory or legal non-compliance due to materialized project risk might additionally result in severe penalties.

- **RBI's Capital Market Dependence.** RBI itself is not a retail bank and does not have a broad and diversified base of customer deposits. Accordingly, RBI's funding is dependent on the conditions of the international capital markets. Reduced access to capital market funding and increased capital market funding rates may have a stronger effect on RBI's profitability and liquidity position compared to other Austrian credit institutions with a more diversified deposit base.
- **RBI Group's Customer Deposits Dependence.** On RBI Group level, one of the principal sources of funding for RBI Group are customer deposits, with the remaining funding provided through debt issuances and interbank loans. The ongoing availability of deposits to fund RBI Group's loan portfolio is subject to potential changes in factors outside RBI Group's control, such as, *inter alia*, increased competition from other credit institutions for deposits, depositors' concerns regarding either the economy in general, the financial services industry or RBI Group, rating downgrades and the availability and extent of deposit guarantees.
- **Collateral Eligibility Criteria.** More restrictive collateral eligibility criteria for tender operations with the ECB, the Austrian National Bank (*Oesterreichische Nationalbank – OeNB*) and/or local central banks could increase RBI Group's funding costs and impair its liquidity situation.
- **Deteriorating Asset Valuations and Impairments of Collateral.** RBI Group is exposed to the risk of deteriorating asset valuations resulting from poor market conditions and impairments of collateral securing business and real estate loans.
- **Competition.** Rising levels of competition in the countries in which RBI Group operates may result in narrowing net interest margins and lower profitability. The consolidation of the worldwide financial services sector creates competitors with extensive product and service portfolios, which may have better access to liquidity or the ability to provide services at lower prices than RBI Group. Large competitors may expand or further expand their presence in the CEE region. Due to their greater international presence and their ability to provide banking services beyond the CEE markets, these competitors might appear more attractive to certain customer groups, *e.g.* multinational clients, than RBI Group.
- **Operational Risk.** Although RBI Group is analysing operational risks on a frequent basis, it may suffer significant losses as a result of operational risk, *i.e.* the risk of loss due to inadequate or failed internal processes or due to external events. Inadequate or failed internal processes include without limitation unauthorised actions, theft or fraud by employees, clerical and record keeping errors, business interruption and information systems malfunctions or manipulations or model risks (*e.g.* valuation of assets/liabilities, in terms of liquidity or market risks). External events include without limitation earthquakes, riots or terrorist attacks, bank robberies, fraud by outsiders and equipment failures, whether deliberate, accidental or natural occurrences.
- **M&A Risks.** In connection with mergers, acquisitions and investments, RBI is exposed to previously unidentified risks and to the risk that expenses may arise (*e.g.* unexpectedly high or unforeseen costs of integration measures).
- **Taxation Risk.** Tax reviews, tax audits, tax investigations and tax proceedings may lead to cash outflows or the recognition of provisions which may not yet be reflected in any financial statements incorporated by reference in this Base Prospectus.

- **Litigation.** RBI Group operates in an increasingly litigious environment, potentially exposing it to liability and other costs, the amounts of which cannot be estimated and may adversely influence the results of operations.
- **Risk Management.** RBI Group's risk management strategies and its implementation may not be effective in identifying and assessing all risks and reducing the potential for significant losses in each market environment.
- **IT-Systems.** RBI Group is dependent on complex information technology systems and RBI relies heavily on such systems to conduct its business. Risks include, *inter alia*, the proper functioning and proper setup of the systems as well as correct data entries and result interpretation.
- **Conflicts of Interest.** RBI is exposed to risks in connection with potential conflicts of interest due to various business relationships.

For example, certain of the direct or indirect shareholders of RBI are commercial banks and their managers serve – among others – on RBI's Supervisory Board. Such activities in the same or similar areas may trigger differences of opinion between RBI and such shareholders, who effectively control RBI's annual general meeting, and consequently, may either delay or prevent necessary business decisions or result in additional own or external funds being withheld by shareholders. In addition, members of the management board of RBI serving on the management boards or supervisory boards or performing any similar functions in other companies/foundations may in individual cases be confronted with conflicts of interest if the Issuer or any member of RBI Group maintains active business relations with such other companies/foundations. Even though there are regulatory provisions and guidelines addressing conflicts of interest and besides the fact that RBI established an internal process to manage conflicts of interest on management board, supervisory board and employee level, such development could have a material negative impact on RBI's business, financial position and results of operations so that it may not or only to a limited extent be able to meet its obligations under the Notes.

- **Participation Risk.** RBI has equity participations in legal entities that are held for operations or out of a strategic long-term nature. It is exposed to the risk that the value of those equity participations decreases.
- **Capital Risk.** Capital must be held for internal and regulatory capital adequacy purposes. As more advanced risk quantification models are used for quantifying the minimum required amount of risk capital, capital requirements typically also become more volatile. Furthermore, the composition of capital incorporates certain risks, reflecting eligibility rules. In particular, some types of capital might become ineligible or could not be eligible due to applicable regulatory rules. Therefore, capital risk can influence RBI Group's ability to achieve its business targets. If no additional own funds could be raised when needed, a reduction of the overall risk position would be a main option in case of a capital shortage. This can limit the growth of RBI Group, and reduce earnings of RBI Group in the future.
- **Owned Property risk.** Although a major part of RBI Group's assets stem from financial instruments including loans, securities or money market placements, a specific part of RBI's assets consist of owned properties including buildings, suspense accounts and other tangible assets. A permanent decline of market prices for owned properties or other assets may also affect RBI Group's profit and therefore may affect the ability of RBI Group to fulfil its obligations.
- **Settlement risk.** Potential losses due to settlement risks arise from the time-lag between the dates of the exchange of cash, securities, or assets respectively. A counterpart might not deliver a security or its value in cash after RBI Group has already paid or delivered securities

as per agreement (credit risk) or the counterpart will fulfil the respective value later on (liquidity risk). Furthermore, a delay in the settlement of the transaction may lead to trading losses due to the fact that the value of the underlying asset changed. In usual market environments, such losses are generally low. However, in stressed market conditions such losses may reinforce liquidity risks, may lead to higher losses and therefore may affect the ability of RBI Group to fulfil its obligations.

B. RISKS RELATING TO THE NOTES

- 1. *Notes may not be a suitable investment for all investors, and particularly if they do not have sufficient knowledge and/or experience in the financial markets and/or access to information and/or financial resources and liquidity to bear all the risks of an investment and/or a thorough understanding of the terms of the Notes and/or the ability to evaluate possible scenarios for economic, interest rate and other factors that may affect their investment.***

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in the Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of the relevant underlying, if any; and
- (v) be able to evaluate (either alone or with the assistance of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolio. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the assistance of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes, the likelihood of cancellation of payment of principal, payment of distributions or a write-down of the Notes and the impact this investment will have on the potential investor's overall investment portfolio. Each potential investor in the Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Notes, including the possibility that the entire principal amount of the Notes could be lost.

2. *Legality of Purchase.*

Neither the Issuer, nor the Dealers nor any of their respective affiliates has or assumes responsibility for the lawfulness of an acquisition of Notes by a prospective investor, whether under the laws of the jurisdiction of its incorporation and/or residence or the jurisdiction in which it operates (if different) or for compliance by that prospective purchaser with any laws, regulation or regulatory policy applicable to it. A prospective purchaser may not rely on the Issuer, the Dealers or any of their respective affiliates in connection with its evaluation as to the legality of its acquisition of the Notes.

3. *Credit risk of the Issuer.*

Holders of the Notes are exposed to a so-called "Issuer risk" or credit risk. Issuer/credit risk means the risk of the Issuer becoming either temporarily or permanently insolvent which means that the Issuer may become unable to pay its debt when it falls due. In such event a total loss of all capital invested cannot be excluded. The risks relating to the Issuer are described in detail in "A. Risk factors relating to the Issuer" of the section "Risk Factors" above.

4. *The Holders of the Notes are exposed to the risk that RBI faces no limitation on issuing further debt instruments or incurring further liabilities.*

Neither the Terms and Conditions nor any other contractual clauses / agreements contain any restrictions on the amount of debt that the Issuer may (or may have to) issue and/or borrow, ranking senior to or *pari passu* with the Notes. The issue and/or borrowing of any such debt or instruments may reduce the amount recoverable by Holders of the Notes upon the Issuer's insolvency. If the Issuer's financial condition were to deteriorate, the Holders could suffer direct and materially adverse consequences, including suffering of their entire investment.

5. *Holders are exposed to the risk of statutory loss absorption.*

The SRM shall provide the respective resolution authorities with uniform and effective resolution tools and resolution powers to achieve the resolution objectives.

Therefore, the resolution authority shall, *inter alia*, write down or convert relevant capital instruments into shares or other instruments of ownership if it is determined that unless that power is exercised, the institution (or any entity pursuant to § 1(1)(2) to (4) BaSAG) will no longer be viable or extraordinary public financial support is required.

The resolution authority shall exercise the write-down and conversion powers of the relevant capital instruments in accordance with the following sequence (and in each case, to the extent required to achieve the resolution objectives and to cover the losses): (i) CET 1 items are reduced first in proportion to the losses; (ii) then the principal amount of Additional Tier 1 ("**AT 1**") instruments is written down or converted or both; and (iii) then the principal amount of Tier 2 instruments is written down or converted or both.

When applying the bail-in tool, the resolution authority may exercise the write-down and conversion powers not only to instruments of ownership and relevant capital instruments pursuant to (i), (ii) and (iii) (= CET 1 items, AT 1 instruments and Tier 2 instruments), but also: (iv) reduce the principal amount of subordinated debt that is not AT 1 or Tier 2 capital in accordance with the hierarchy of claims in bankruptcy proceedings to the extent required; and (v) write down the rest of eligible liabilities (including certain senior debt) in accordance with the hierarchy of claims in bankruptcy proceedings, including the ranking provided for in § 131 BaSAG, to the extent required (sequence of write-down and conversion or so-called "loss absorbing cascade").

The conditions for resolution are:

- (a) the determination that the institution is failing or likely to fail has been made by the competent authority or the resolution authority; and
- (b) having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures, including measures by an institutional protection scheme, or supervisory action, including early intervention measures or the write-down or conversion of relevant capital instruments taken in respect of the institution, would prevent the failure of the institution within a reasonable timeframe; and
- (c) a resolution action is necessary in the public interest.

The power of write-down or conversion of relevant capital instruments may be applied before and independent from the bail-in tool, and therefore claims of Holders of Subordinated Notes may be subject to statutory loss absorption while claims of Holders of other Notes may remain unaffected.

If the write-down and conversion of relevant capital instruments or the bail-in tool is applied to the Notes, their principal amount may be fully or partially written down or converted into instruments of ownership.

6. *In case of an insolvency of the Issuer, deposits have a higher ranking than claims of the Holders under the Notes.*

According to § 131 BaSAG, in bankruptcy proceedings opened over the Issuer's assets, the following insolvency hierarchy applies:

- (a) The following claims have the same ranking which is higher than the ranking provided for the claims of ordinary senior unsecured and non-preferred senior unsecured creditors: (i) that part of eligible deposits from natural persons and micro, small and medium-sized enterprises which exceeds the covered deposits; and (ii) deposits that would be eligible deposits from natural persons, micro, small and medium-sized enterprises if they are not made through branches (located outside the EU) of institutions established within the EU;
- (b) The following claims have the same priority ranking, which is higher than the ranking provided for under point (a): (i) covered deposits; and (ii) deposit guarantee schemes subrogating to the rights and obligations of covered depositors in insolvency.
- (c) In addition, since 30 June 2018 a (new) ranking for certain debt instruments exists. Thus, ordinary senior unsecured claims have a higher priority ranking (i.e. are senior) in bankruptcy proceedings than that of unsecured claims resulting from debt instruments within the meaning of § 131(3) BaSAG. Such so-called "non-preferred senior debt instruments" are debt instruments that meet the following conditions: (i) the original contractual maturity of the debt instruments is of at least one year; (ii) the debt instruments contain no embedded derivatives and are not derivatives themselves; (iii) the relevant contractual documentation and, where applicable, the prospectus related to the issuance explicitly refer to the lower ranking under § 131(3) BaSAG. Such non-preferred senior debt instruments have a higher priority ranking in bankruptcy proceedings than the priority ranking of claims resulting from instruments referred to in § 90(1)(1) to (4) BaSAG (in particular AT 1 instruments, Tier 2 instruments and other subordinated debt).

Therefore, in case of bankruptcy proceedings and in any comparable proceedings (in particular resolution proceedings) opened in relation to the Issuer claims of Holders of Notes would be in any case junior to the claims listed above in points (a) and (b) and, where applicable, also in point (c), and therefore they will only receive payment of their claims if and to the extent that such claims (which are senior to them) have been discharged in full.

7. *Ratings of the Notes, if any, may not reflect all risks - ratings of the Notes may be subject to change at all times.*

The Issuer has been rated and one or more independent rating agencies may assign ratings to the Notes. The rating of the Notes is not necessarily identical to the rating of the Issuer and may differ due to specifics of the Notes such as status, structure, underlying, if any, or other factors. Furthermore, Notes may not be rated at all.

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.

Rating agencies may also change their methodologies for rating securities with features similar to the in the future. If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Notes.

In any case, the ratings of the Notes may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes.

8. *Liquidity risk.*

Application for the Programme has been made in order for any Notes to be issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange, to be traded on the Regulated Market "*Bourse de Luxembourg*" of the Luxembourg Stock Exchange and application may be made to admit the Notes on the Official Market (*Amtlicher Handel*) or on any other stock exchange. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there can be no assurance that any liquid secondary market for the Notes will develop or, if it does develop, that it will continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If the Notes are not listed on any stock exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor might not be able to sell its Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Investors should note that difficult global credit market conditions may adversely affect the liquidity not only in the primary market but also in the secondary market for debt securities issued by the Issuer and may affect the liquidity of any primary or secondary market in which Notes to be issued by the Issuer may be traded. The Issuer cannot predict when these circumstances will change.

9. *Market price risk.*

The development of market prices of the Notes depends on various factors, such as changes of levels of the current market interest rate on the capital market for issues of the same maturity ("**Market Interest Rate**"), development of an underlying, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The Holder of Notes is therefore exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes. If the Holder decides to hold the Notes until final maturity the Notes shall be redeemed at the amount set out in the relevant Final Terms.

Depending on the market price at which Notes are purchased in the secondary market, the yield on such Notes may be negative.

10. *Hedging Transactions.*

Hedging transactions carried out by the Issuer in connection with the Notes cannot preclude the fact that such hedging transactions may have an adverse impact on the determination of the purchase and the sales price of the Notes.

11. *Risk of early redemption.*

The applicable Final Terms will indicate whether the Issuer will have the right to call a certain series of Notes prior to maturity (optional call right) on one or several dates determined beforehand, whether the Issuer does not have the right to call such Notes at all or whether such Notes will be subject to early redemption upon the occurrence of an event indicated in the applicable Final Terms (early

redemption event). In addition, the Issuer will have the right to redeem the Notes if the Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation, in case of Subordinated Notes or Eligible Notes subject to regulatory conditions, all as set out in the Terms and Conditions.

If the Issuer redeems Notes prior to their maturity or Notes are subject to early redemption due to an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption its investment will have a lower than expected yield. The Issuer can be expected to exercise its optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise its optional call right if the yield on comparable Notes in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the Issuer may exercise any optional call right irrespective of Market Interest Rates on a call date.

The applicable Final Terms of Ordinary Senior Notes will indicate whether an automatic early redemption is applicable. If the Notes are automatically early redeemed, a Noteholder of such Note is exposed to the risk that due to early redemption his investment may have a lower yield than expected.

Noteholders may be subject to the risk that interest / redemption proceeds earned/received from an investment in the Notes may not in the event of early redemption of any Notes be able to be reinvested in such a way that they earn the same rate of return as the redeemed Notes. The Notes may be automatically early redeemed (the automatic redemption condition may be fulfilled) if the yield on comparable notes in the capital market falls which means that the investor may only be able to reinvest the redemption proceeds in securities with a lower yield.

For further specific risk aspects in connection with an early redemption of Subordinated Notes and Eligible Notes see also the risk factors *"38.4 The Subordinated Notes may not be redeemed at the option of the Holders."*, *"38.5 Any rights of RBI to early redeem or repurchase Subordinated Notes are subject to the prior permission of the Competent Authority"*, *"39.3 Eligible Notes may be redeemed prior to maturity at any time for regulatory reasons and (depending on the Final Terms) for reasons of taxation"* and *"39.4 Any rights of RBI to early redeem or repurchase Eligible Notes are subject to the prior permission of the Resolution Authority"*.

12. Currency risk.

A Holder of Notes denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the local currency of the Holder of Notes, for example, will result in a corresponding change in the local currency value of Notes denominated in a currency other than the local currency and a corresponding change in the local currency value of interest and principal payments made in a currency other than in the local currency in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the local currency correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in the local currency falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

13. Fixed Rate Notes.

A holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the Market Interest Rate. While the nominal interest rate of Fixed Rate Notes as indicated in the applicable Final Terms is fixed during the life of such Notes, the Market Interest Rate typically changes on a daily basis. As the Market Interest Rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the Market Interest Rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the Market Interest Rate. If the Market Interest Rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the Market Interest Rate. If the Holder of Fixed Rate Notes holds such Notes until maturity, changes in the Market Interest Rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

The same risk applies to Notes which bear different fixed interest rates for different interest periods such as Fixed-to-Fixed Rate Notes, Step-Up Notes and Step-Down Notes or other structured products certain interest periods of which are fixed-rate, if the Market Interest Rates in respect of comparable Notes are higher than the rates applicable to such Notes.

14. Floating Rate Notes.

Floating Rate Notes tend to be volatile investments. A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance. If Floating Rate Notes are structured to include underlyings, multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, the market value may be more volatile than those for Floating Rate Notes that do not include these features. If the amount of interest payable is determined in conjunction with a multiplier which is greater than one or by reference to some other leverage factor, the effect of changes in the interest rates on interest payable will be increased.

Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

15. Risks of CMS Spread Notes.

The Terms and Conditions of CMS Spread Notes may provide for a variable interest rate (except for a possible agreed fixed rate payable to the extent provided for in the Terms and Conditions of Notes) which is dependent on the difference between rates for swaps having different terms (the "**CMS Spread Notes**").

Investors purchasing CMS Spread Notes might expect that, during the term of the CMS Spread Notes, (i) the interest curve will not, or only moderately, flatten out, or (ii), depending on the structure of CMS Spread Notes, expect that the interest curve will not steepen, as the case may be. In the event that the market does not develop as anticipated by investors and that the difference between rates for swaps having different terms decreases to a greater extent than anticipated, the interest rate payable on the Notes will be lower than the interest level prevailing as at the date of purchase. In a worst case scenario, no interest will be payable. In such cases, the price of the CMS Spread Notes will also decline during the term.

CMS Spread Notes may be equipped with a cap with respect to the interest payment. In that case the amount of interest will never rise above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield of these Notes could therefore be lower than that of similarly structured Notes without a cap.

CMS Spread Notes may also be issued with one or more initial fixed interest period(s) which are connected upstream to the floating rate interest periods. In such case, risks relating to Fixed Rate Notes apply with regard to the fixed interest period(s) of such CMS Spread Notes as well.

16. Risks of (Dual-)(Digital)(Range Accrual) Notes.

The Terms and Conditions of (Dual-)(Digital)(Range Accrual) Notes may provide for a variable interest rate (except for a possible agreed margin payable to the extent provided for in the Terms and Conditions of Notes) which is dependent on the development of the underlying reference rates.

A Holder of (Dual-)(Digital)(Range Accrual) Notes is exposed to the risk of fluctuating interest rate and/or FX rate levels and uncertain interest income. Fluctuating interest rate and/or FX rate levels make it impossible to determine the profitability of (Dual-)(Digital)(Range Accrual) Notes in advance.

In the event that the market does not develop as anticipated by investors and that the underlying reference rate(s) do(es) fulfill the scenarios defined in the Final Terms the interest rate payable on the Notes will be lower than the interest level prevailing as at the date of purchase. In a worst case scenario, no interest will be payable. In such cases, the price of the (Dual-)(Digital)(Range Accrual) Notes will also decline during the term.

Neither the current nor the historical value of the relevant reference rate(s) rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

17. Conflicts of interest – Calculation Agent.

Potential conflicts of interest may exist between the Calculation Agent (if any) and Holders (in particular where a Dealer or the Issuer acts as a calculation agent), in particular with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Terms and Conditions that may influence amounts receivable by the Holders during the term of the Notes and upon their redemption.

18. Risk of financial benchmark and reference rate continuity.

The EURIBOR, the LIBOR and other rate indices which are deemed to be benchmarks, and each of which is provided by an administrator, have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform (such indices and together the "**Benchmarks**"). 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 it becomes illegal for the Issuer to use them or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a Benchmark.

In May 2016, the Council of the European Union adopted the EU regulation on indices used as Benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**"). The Benchmark Regulation entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmark Regulation applies since 1 January 2018. The Benchmark Regulation applies to "contributors", "administrators" and "users" of Benchmarks in the EU, and, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to have satisfied certain "equivalence" conditions in its local jurisdiction, to be "recognised" by the authorities of a Member State pending an equivalence decision or to be "endorsed" for such purpose by the responsible EU authority) and to comply with requirements in relation to the administration of Benchmarks and (ii) bans certain uses by EU supervised entities of Benchmarks of unauthorised administrators. The scope of the Benchmark

Regulation is wide and, in addition to so-called critical Benchmark indices such as EURIBOR and LIBOR, will apply to many other interest rate indices.

The Benchmark Regulation could have a material impact on Notes linked to or referencing a Benchmark, in particular, if the methodology or other terms of the Benchmark are changed in order to comply with the requirements of the Benchmark Regulation or if it is impossible to amend the terms of the Notes in a legal manner in order to comply with the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant Benchmark.

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

Separate work streams are underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate ("€STR") as the new risk free rate. €STR is expected to be published by the ECB by October 2019. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

The Terms and Conditions of certain Notes referencing or linked to a Benchmark provide for certain fall back arrangements in the event that a Discontinuation Event with respect to the Reference Rate (which may be an interest rate, a swap rate, a CMS rate, etc) occurs, including if: (i) it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Rate; or (ii) the administrator of the Reference Rate ceases to calculate and publish the Reference Rate permanently or for an indefinite period of time; or (iii) the administrator of the Reference Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority; or (iv) the Reference Rate is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**").

Such fallback arrangements include the possibility that the rate of interest or other rate could be set by reference to a successor reference rate, with or without the application of an adjustment factor or fraction or spread (to be added or subtracted) and may include adjustments to the Terms and Conditions of these Notes to ensure the proper operation of the successor reference rate, all as determined by the Issuer or an independent advisor (as set out in the Terms and Conditions). An adjustment factor or fraction or spread, would be applied with a view to achieve a result which is consistent with the economic substance of the Reference Rate prior to the Discontinuation Event. Furthermore additional changes necessary for determining the rate of interest / other rate and calculating the interest amount / respective amount in order to follow market practice in relation to the successor reference rate may be made. However, it may not be possible to determine or apply an adjustment factor or fraction or spread and even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to the Holders arising out of the replacement of a Reference Rate. The use of a successor reference rate (including with the application of an adjustment factor or fraction or spread) will still result in any Notes linked to or referencing a reference rate performing differently (which may include payment of a lower rate of interest) than they would if such reference rate were to continue to apply in its current form.

If, following the occurrence of a Discontinuation Event, a successor reference rate is not determined or not accessible or an independent advisor cannot be appointed, there are two possible ultimate fallbacks which will be specified in the respective Final Terms of the Notes: one of these fallbacks may result in the Reference Rate being determined as the last (original) Reference Rate published on

the relevant screen page prior to the relevant determination date. This may, for example, result in the effective application of a fixed rate for these Notes. Alternatively, there is the possibility for the Issuer to redeem the Notes early. Due to the uncertainty concerning the availability of successor reference rates, the involvement of an independent advisor, and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Furthermore, if the rate of interest or any other rate under Notes referencing or linked to a Benchmark cannot be determined due to any reason other than in case of a Discontinuation Event, certain fallback provisions will apply. Depending on the relevant Benchmark, the application of these fallback provisions could ultimately result in the Issuer having to determine the Reference Rate at its equitable discretion or in the use of the Reference Rate last available on the respective screen page.

19. *Uncertainty relating to the LIBOR calculation process and potential phasing out of LIBOR after 2021 may adversely affect the value of the Notes.*

Regulators and law enforcement agencies in the United Kingdom and elsewhere are conducting civil and criminal investigations into whether the banks that contribute to the British Bankers' Association (the "**BBA**") in connection with the calculation of daily LIBOR may have been under-reporting or otherwise manipulating or attempting to manipulate LIBOR. A number of BBA member banks have entered into settlements with their regulators and law enforcement agencies with respect to this alleged manipulation of LIBOR. Actions by the BBA, regulators or law enforcement agencies may result in changes to the manner in which LIBOR is determined or the establishment of alternative reference rates. For example, on 27 July 2017, the U.K. Financial Conduct Authority ("**FCA**") announced that it intends to stop persuading or compelling banks to submit LIBOR rates after 2021.

Furthermore, in the United States, efforts to identify a set of alternative U.S. Dollar reference interest rates include proposals by the Alternative Reference Rates Committee of the Federal Reserve Board and the Federal Reserve Bank of New York. At this time, it is not possible to predict the effect of any such changes, any establishment of alternative reference rates or any other reforms to LIBOR that may be enacted in the United Kingdom, in the United States or elsewhere. Uncertainty as to the nature of such potential changes, alternative reference rates or other reforms may adversely affect the trading market for LIBOR-based securities, including the Notes. Reform of, or the replacement or disappearance of, LIBOR and proposed regulation of LIBOR and other Benchmarks may adversely affect the value of and return on the Notes.

In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its "Working Group on Sterling Risk-Free Rates" has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate Benchmark by the end of 2021.

It is not possible to predict with certainty whether, and to what extent, LIBOR and EURIBOR or certain other Benchmarks will continue to be supported going forwards. This may cause LIBOR and EURIBOR and such other Benchmarks to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain Benchmarks: (i) discouraging market participants from continuing to administer or contribute to a Benchmark, (ii) triggering changes in the rules or methodologies used in the Benchmark and/or (iii) leading to the disappearance of the Benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the market price of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a Benchmark.

20. Fixed-to-Fixed Rate Notes.

The rate of the fixed interest applicable to the Notes, which will be reset on the Reset Day(s) based on a fixed spread (marge) to a certain Benchmark, may be different from the initial rate of interest and may adversely affect the yield of the Notes.

21. Fixed to Floating Rate Notes or Fixed to Fixed to Floating Rate Notes.

Fixed to Floating Rate Notes or Fixed to Fixed to Floating Rate Notes bear interest at a rate that converts from one or more fixed rate(s) to a floating rate. Such conversion may affect the secondary market and the market value of the Notes. The spread on the Fixed to Floating Rate Notes or Fixed to Fixed to Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes relating to the same reference rate. In addition, the new floating rate at any time may be lower than the interest rates payable on other Notes.

22. Floating to Fixed Rate Notes.

Floating to Fixed Rate Notes bear interest at a rate that converts from a floating rate to a fixed rate. Such conversion may affect the secondary market and the market value of the Notes. A Holder of Floating to Fixed Rate Notes is exposed to the risk that the fixed interest rate may be lower than the then prevailing interest rates payable on the Notes.

23. Zero Coupon Notes.

Zero Coupon Notes do not pay interest periodically. Instead, the difference between the redemption price and the issue price constitutes interest income until maturity. A holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the Market Interest Rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to Market Interest Rate changes than interest bearing Notes with a similar maturity.

24. Index Linked Notes.

Notes may be issued as index linked Notes whose payments of interest and/or redemption payment will be made by reference to an index (the "**Index Linked Notes**").

If payment of interest is linked to a particular index, a Holder of an Index Linked Note is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income or may even receive no interest at all.

In the case of Index Linked Notes whose redemption payment is linked to an index, the structures included in this Base Prospectus foresee a redemption payment which may, however, never be below the principal amount of the relevant Index Linked Notes. However, a Holder of such an Index Linked Note is particularly exposed to the risk of fluctuating index levels and, therefore, an uncertain yield on the Note.

In the case of Index Linked Notes, the Issuer has no control over a number of matters, including economic, financial and political events that are important in determining the existence, magnitude and longevity of these risks and their results.

Investors should be aware that the market price of Index Linked Notes may be very volatile (depending on the volatility of the relevant index). Neither the current nor the historical value of the relevant index should be taken as an indication of the future performance of such index during the term of any Note.

The more volatile the relevant index is, the greater is the uncertainty in respect of interest income or the amount at which the redemption amount exceeds the principal amount, if at all. Uncertainty with respect to interest amount or redemption amount makes it impossible to determine the yield of Index Linked Notes in advance.

25. *Risks in connection with caps.*

Interest rate and/or the redemption amount of an issue of Notes may be capped. The effect of a cap is that the amount of interest and/or the redemption amount will never rise above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar notes without a cap.

26. *The Notes are not covered by any (statutory or voluntary) deposit guarantee scheme.*

Any Notes (including Senior Notes) issued on or after 1 January 2019 are neither covered by the statutory deposit guarantee scheme pursuant to the ESAEG provided for certain deposits or investment services subject to compulsory protection nor by any voluntary deposit guarantee scheme. Therefore, in the event of insolvency or resolution, Holders may lose their entire investment.

27. *Specific Risks in connection with Covered Bank Bonds.*

27.1 There can be no assurance, that the cover assets of the respective cover pool for Covered Bank Bonds will at all times be sufficient in order to cover RBI's obligations under the Notes and/or that replacement values are added in due time to the cover fund.

Covered Bank Bonds are secured or covered (*gedeckt*) by assets (*Vermögenswerte*) which meet the requirements set out in the Austrian Act on Covered Bank Bonds (*Gesetz betreffend fundierte Bankschuldverschreibungen – "FBSchVG"*). Payment claims of Holders of Covered Bank Bonds are collateralized through different (types of) cover pools (*Deckungsstöcke*) with different cover assets (*Vermögenswerte*).

In the event of insolvency or enforcement proceedings regarding RBI and/or its assets, the relevant cover assets are separated from RBI's other assets and may not be used to satisfy claims of creditors of RBI other than the Holders of Covered Bank Bonds which are covered by these cover assets. However, there can be no assurance, that the cover assets of the respective cover pool for Covered Bank Bonds will at all times be sufficient in order to cover the obligations under the Covered Bank Bonds and/or that replacement values are added in due time to the cover pool. The cover pools are managed separately and do not collateralize all Covered Bank Bonds, but only those, which are allocated to the respective cover pool. Accordingly, investors cannot rely that the assets of an asset pool, to which their Covered Bank Bonds are not allocated, may be used to satisfy their claims.

27.2. Covered Bank Bonds may be redeemed after their Maturity Date.

The Terms and Conditions of Covered Bank Bonds may provide that their term is extended to the Extended Maturity Date if the Issuer is unable to pay the outstanding aggregate principal amount of the Covered Bank Bonds on the Maturity Date. In such case, the Issuer will without undue delay, but in any case not later than the number of business days specified in the relevant Terms and Conditions of Covered Bank Bonds prior to the Maturity Date, inform the Fiscal Agent and/or the Holders that an extension of the term of the Covered Bank Bonds has occurred by publishing a notice which will specify the Extended Maturity Date. The payment of the outstanding aggregate principal amount shall be postponed and, notwithstanding the statutory regime on acceleration and liquidation of the asset cover pool, shall become due and payable on the Extended Maturity Date, together with accrued interest, if any, to, but excluding, the Extended Maturity Date. In such case, interest will continue to accrue on the outstanding aggregate principal amount of the Covered Bank Bonds during the period

from, and including, the (original) Maturity Date to, but excluding, the Extended Maturity Date at the relevant rate of interest set out in the relevant Terms and Conditions and will be payable by the Issuer on each Interest Payment Date from, and excluding, the (original) Maturity Date to, and including, the Extended Maturity Date (each as set out in the relevant Terms and Conditions) in accordance with the relevant Terms and Conditions. Thus, Holders must not expect repayment of the outstanding aggregate principal amount on the (original) Maturity Date of the Covered Bank Bonds and are not entitled to terminate the Covered Bank Bonds if the term of the Covered Bank Bonds is extended. Furthermore, Holders may receive lower interest payments during such extended period as the relevant applicable rate of interest may be lower than the rate of interest which applied in the preceding interest periods.”

28. *The statutory presentation period provided under German law may be reduced under the Terms and Conditions applicable to the Notes in which case Holders may have less time to assert claims under the Notes.*

Pursuant to the Terms and Conditions of the Notes the regular presentation period of 30 years as provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch – "BGB"*) may be reduced. In case of partial or total non-payment of amounts due under the Notes the Holder will have to arrange for the presentation of the relevant Global Note to the Issuer. In case of an abbreviation of the presentation period the likelihood that the Holder will not receive the amounts due to him increases since the Holder will have less time to assert his claims under the Notes in comparison to holders of debt instruments the terms and conditions of which do not shorten the statutory presentation period at all or to a lesser degree than the Terms and Conditions of the Notes.

29. *Resolutions of Holders in case of the application of the German Act on Issues of Debt Securities.*

If the Terms and Conditions of the Notes provide for resolutions of Holders pursuant to the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*), either to be passed in a meeting of Holders or by vote taken without a meeting, a Holder is subject to the risk of being outvoted and of losing rights against the Issuer against his will by a majority resolution of the Holders. As resolutions properly adopted are binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled.

30. *Holders' representative pursuant to the German Act on Issues of Debt Securities.*

If the Terms and Conditions of the Notes provide for the appointment of a Holders' Representative pursuant to the SchVG, it is possible that a Holder 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 Holders.

31. *An Austrian court could appoint a trustee for the Notes to exercise the rights and represent the interests of Holders on their behalf in which case the ability of Holders to pursue their rights under the Notes individually may be limited.*

Pursuant to the Austrian Notes Trustee Act (*KuratorenGesetz – "KuratorenG"*), a trustee (*Kurator*) could be appointed by an Austrian court upon the request of any interested party (e.g. a Holder) or upon the initiative of the competent court, for the purposes of representing the common interests of the Holders in matters concerning their collective rights. In particular, this may occur if insolvency proceedings are initiated against the Issuer, in connection with any amendments to the Terms and Conditions of the Notes or changes relating to the Issuer, or under other similar circumstances.

Even though, save for the Terms and Conditions of the Covered Bank Bonds, the applicability of the Austrian Notes Trustee Act is excluded in the Terms and Conditions, it cannot be excluded that an Austrian court rejects the exclusion of the applicability of the Austrian Notes Trustee and appoints a trustee, because the Issuer is an Austrian company. If a trustee is appointed, it will exercise the collective rights and represent the interests of the Holders and will be entitled to make statements on their behalf which shall be binding on all Holders. Where a trustee represents the interests of and exercises the rights of Holders, this may conflict with or otherwise adversely affect the interests of individual or all Holders. The role of an appointed trustee may also conflict with provisions of the Terms and Conditions related to majority resolutions of the Holders pursuant to the Terms and Conditions. On the other hand, investors should not rely on the protection afforded by the Austrian Notes Trustee Act, as its application has been excluded in the Terms and Conditions and an Austrian court may give effect to such disapplication.

32. *Because the Global Notes in most cases are held by or on behalf of a Clearing System, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.*

Because the global notes representing the Notes (the "**Global Note(s)**") may be held by or on behalf of a clearing system, such as Euroclear, CBF and CBL, OeKB, etc., investors will have to rely on their procedures for transfer, payment and communication with the Issuer. In most cases, the Notes will be represented by one or more Global Notes and will be deposited with a Clearing System. Investors will not be entitled to receive definitive notes. The Clearing System will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through the Clearing System and the Issuer will discharge its payment obligations under the Notes by making payments to the Clearing System for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of the Clearing System to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of beneficial interests in the Global Notes.

33. *Reduced yield caused by transaction costs and depositary fees.*

When Notes are purchased held or sold, several types of transactions cost (fees, commissions, depositary fees) and follow-up costs may occur / charged by intermediaries and the depositary bank, which may reduce the all-in-all yield significantly or even exclude the profit of the Notes.

Transaction costs reduce the yield an investor will realize on the investment in the Notes. When Notes are purchased, several types of incidental costs (including transaction fees and commissions) are incurred and will have to be paid by the buyer in addition to the then current market price. Similarly, when a Holder sells any Notes, such incidental costs will reduce the actual price the Holder will receive for each Note sold. These incidental costs may significantly reduce or even exclude the profit potential of an investment in the Notes and, therefore, just burden costs. For instance, credit institutions as a rule charge their clients commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic Managers or brokers in foreign markets, Holders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

34. *Margin lending.*

Margin lending, where it is permitted, can materially increase the risk to a Holder of non-performance of the Notes. If a loan is used to finance the acquisition of the Notes and the Notes subsequently go into default, or if the trading price diminishes significantly, the Holder not only has to face a potential loss on its investment, but it will also still have to repay the loan and pay distribution thereon. This may significantly increase the risk of a loss. Investors should not assume that they will be able to

repay the loan or pay distribution thereon from the profits of a transaction. Instead, investors should assess their financial situation prior to an investment, as to whether they are able to pay distribution on the loan, or to repay the loan on demand, even if they face losses on such investment.

35. *Risk of potential conflicts of interest.*

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions and may perform services for the Issuer and its affiliates in the ordinary course of business.

36. *Change of law.*

The Final Terms/Terms and Conditions of the Notes are governed by, and construed in accordance with, German law except for certain provisions relating to Subordinated Notes, Covered Bank Bonds and Eligible Notes, which are governed by Austrian law as specified in the Terms and Conditions. Furthermore, certain provisions relating to Notes kept in custody by SIX SIS AG, Olten, Switzerland ("**SIX SIS AG**"), which will be governed by the laws of Switzerland. There can be no assurance given as to the impact of any possible change to German or Austrian or Swiss law or any European laws having direct application in Germany and/or Austria and/or Switzerland.

37. *Tax impact of the investment.*

37.1 *General tax issues.*

An effective yield on the Notes may be diminished by the tax impact on an investment in the Notes. Interest payments on Notes, or profits realised by the Holder upon the sale or repayment of the Notes, may be subject to taxation in the Holder's state of residence or in other jurisdictions in which the Holder is subject to tax. The tax impact on Holders generally in Germany, Austria, the Czech Republic, the Slovak Republic, Switzerland, Hungary, Romania and Luxembourg is described in the section "*Taxation*" below; however, the tax impact on an individual Holder may differ from the situation described for Holders generally.

All investors are advised to contact their own tax advisors for advice on the tax impact of an investment in the Notes.

37.2 *Payments on the Notes may be subject to U.S. withholding tax under FATCA.*

In certain circumstances payments made on or with respect to the Notes after 31 December 2018 may be subject to U.S. withholding tax under Sections 1471 through 1474 of the U.S. Internal Revenue Code (commonly referred to as FATCA) or similar law implementing an intergovernmental approach to FATCA. This withholding tax does not apply to payments on Notes that are issued prior to the date that is six months after the date on which the final regulations that define "foreign passthru payments" are published in the Federal register (the "**Grandfather Date**") unless: (i) such Notes are "materially modified" after that date, (ii) such Notes are characterised as equity for U.S. federal income tax purposes, pursuant to FATCA or similar law implementing an intergovernmental approach to FATCA or (iii) the Issuer issues further Notes on or after the Grandfather Date that form part of the same series as the existing Notes, other than pursuant to a "qualified reopening" for U.S. tax purposes. Final regulations that define "foreign passthru payments" have not yet been published in the Federal register.

FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an

ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has paid the common depositary or common safekeeper for the ICSDs (as bearer of the Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through hands of the ICSDs and custodians or intermediaries.

On 29 April 2014, Austria concluded an intergovernmental agreement (Model 2) with the United States in order to facilitate the implementation of FATCA for Austrian financial institutions (i.e. custodians, depositories, investment entities or specific insurance companies) and to allow the provision of certain information on accounts held by "U.S. Persons" to the U.S. Internal Revenue Service (IRS). "U.S. Persons" are considered U.S. citizens or resident individuals, partnerships or corporations organised in the United States or under the laws of the United States or any State thereof, certain trusts (subject to the jurisdiction of a court within the United States with one or more U.S. persons having the authority to control all substantial decisions of the trust) and an estate of a decedent that is a citizen or resident of the United States. If the respective U.S. account holder does not allow the financial institution to forward account specific information to the IRS, the financial institution is still obliged to forward aggregated information on the account to the IRS and such information may serve as basis for group requests by the IRS to the Austrian tax administration in order to obtain more specific information on such accounts.

It is to note that there is currently no guidance on the impact of FATCA and the intergovernmental agreement on Austrian financial institutions and their reporting and withholding responsibilities. In particular, as mentioned above, it is not yet certain how the United States and Austria will implement withholding on "foreign passthru payments" (which may include payments on the Notes) or if such withholding will be required at all.

If withholding is required under FATCA, the Issuer will not be required to pay any additional amounts with respect to the withheld amounts.

38. *Specific Risks in connection with Subordinated Notes.*

38.1 *Obligations under Subordinated Notes will only be fulfilled after all non-subordinated claims of creditors have been satisfied.*

In the event of the Issuer's liquidation or insolvency, the Issuer's obligations under the Subordinated Notes will be wholly subordinated to the claims of all unsubordinated creditors of the Issuer (including, without limitation, Holders of Ordinary Senior Notes, Eligible Notes or Covered Bank Bonds) so that in any such event no amounts will be payable under such obligations until the claims of all unsubordinated creditors of the Issuer will have been satisfied in full.

If this occurs, the Issuer may not have enough assets remaining after such payments to pay amounts due under the relevant Subordinated Notes and the Holder of such Subordinated Notes could lose all or some of his investment. No Holder may set off any claims arising under the Subordinated Notes against any claims that the Issuer may have against the Holder.

38.2 *The Holders of Subordinated Notes are exposed to the risk that RBI may issue subordinated debt instruments or incur subordinated liabilities which are senior to the Subordinated Notes.*

Holders of Subordinated Notes are exposed to the risk of subordination not only in respect of unsubordinated obligations of RBI (including, without limitation, Ordinary Senior Notes, Eligible

Notes or Covered Bank Bonds). This could in particular apply in connection with bail-in instruments which RBI would have to issue under the SRM for MREL purposes.

In the event of an insolvency of the Issuer, no amounts will be payable under Subordinated Notes until the claims of any and all such subordinated creditors of the Issuer ranking senior to Subordinated Notes will have been satisfied in full. Similarly, where the resolution authority applied the bail-in tool, Subordinated Notes would be subject to write down or conversion prior to such other subordinated creditors of the Issuer ranking senior to Subordinated Notes, in accordance with the statutory sequence of write-down and conversion (see also the risk factor "5. *Holders are exposed to the risk of statutory loss absorption.*").

38.3 Subordinated Notes do not give the right to accelerate future payments.

The Terms and Conditions of the Subordinated Notes do not give the Holder the right to accelerate the future scheduled payment of interest or principal. Claims of RBI are not permitted to be offset against payment obligations of RBI under the Subordinated Notes which are not, and may not become secured or subject to a guarantee or any other arrangement that enhances the seniority of the claim.

38.4 The Subordinated Notes may not be redeemed at the option of the Holders.

The Holders of the Subordinated Notes will have no rights to call for the early redemption of their Subordinated Notes. Therefore, potential investors should not invest in the Subordinated Notes in the expectation that they have an early redemption right.

Holders of the Subordinated Notes should therefore be aware that they may be required to bear the financial risks of an investment in the Subordinated Notes until their final maturity.

38.5 Any rights of RBI to early redeem or repurchase Subordinated Notes are subject to the prior permission of the Competent Authority.

Potential investors should not invest in the Subordinated Notes in the expectation that any early redemption right will be exercised by RBI.

RBI may, at its sole discretion, early redeem the Subordinated Notes at any time either for tax or regulatory reasons at the Early Redemption Amount plus interest accrued until the date fixed for redemption. In addition, if such right is foreseen in the Terms and Conditions, RBI may at its sole discretion redeem the Subordinated Notes before their stated maturity, but not before five years after the date of their issuance, on a specified Call Redemption Date at the applicable Call Redemption Amount plus accrued interest.

Any early redemption and any repurchase of the Subordinated Notes is subject to the prior permission of the Competent Authority (which is responsible to supervise RBI and compliance with regulatory capital rules), all if and as applicable from time to time to RBI. Under the CRR, the Competent Authority may only permit institutions to early redeem or repurchase Tier 2 instruments such as the Subordinated Notes if certain conditions prescribed by the CRR are complied with. These conditions, as well as a number of other technical rules and standards relating to regulatory capital requirements applicable to RBI, should be taken into account by the Competent Authority in its assessment of whether or not to permit any early redemption or repurchase. It is uncertain how the Competent Authority will apply these criteria in practice and such rules and standards may change during the maturity of the Notes. It is therefore difficult to predict whether, and if so, on what terms, the Competent Authority will grant its prior permission for any early redemption or repurchase of the Notes.

Furthermore, even if RBI would be granted the prior permission of the Competent Authority, any decision by RBI as to whether it will early redeem the Subordinated Notes will be made at the absolute discretion of RBI with regard to external factors such as the economic and market impact of exercising an early redemption right, regulatory capital requirements and prevailing market

conditions. RBI disclaims, and investors should therefore not expect (and not invest in the expectation), that RBI will exercise any early redemption right in relation to the Subordinated Notes.

38.6 Specific risks in relation to the secondary market of Subordinated Notes; Market making for RBI's own Subordinated Notes requires the prior permission of the Competent Authority and is subject to certain conditions and thresholds.

Subordinated Notes may be only repurchased subject to regulatory conditions, such as in particular the prior permission of the Competent Authority.

These restrictions impair RBI's market making capacities. Where the Competent Authority does not grant the prior permission for market making, such restrictions may have a negative impact on the liquidity of the Subordinated Notes and may lead to inadequate or delayed market prices for the Subordinated Notes.

39. Additional Risks in connection with Eligible Notes.

39.1 The eligibility of the Eligible Notes for MREL purposes might be uncertain.

Eligible Notes are intended to be instruments eligible for MREL purposes under the BaSAG / SRMR. However, there is uncertainty regarding the final substance of applicable regulation and on how such rules, once in force, will be interpreted and applied and the Issuer cannot provide any assurance that Eligible Notes will be (or thereafter remain) instruments eligible for MREL purposes.

The banking package has been issued recently which, *inter alia*, aims to align MREL with the TLAC concept (see also the risk factor in Part A 17. *The Issuer is subject to a number of strict and extensive regulatory rules and requirements.*").

The Issuer cannot exclude that the Eligible Notes will not be eligible for MREL purposes. If for any reasons they are not eligible for MREL purposes or if they initially eligible for MREL purposes and subsequently become ineligible, then the Issuer may be required to issue other capital instruments or Eligible Notes to fulfil its MREL

39.2 Claims of Holders of non-preferred senior Eligible Notes will be junior to the claims of holders of certain other senior claims.

Holders of non-preferred senior Eligible Notes should bear in mind that in case of insolvency proceedings opened in relation to the Issuer and in any comparable proceedings (such as resolution proceedings pursuant to the SRM) their claims will, in accordance with the terms of such Notes, be junior to the claims of Holders of Ordinary Senior Notes, ordinary senior Eligible Notes and any other senior claims without non-preferred senior status (including senior claims preferred by law).

Thus, no amounts will be payable under non-preferred senior Eligible Notes until the claims ranking senior to such Notes will have been satisfied in full. If this occurs, the Issuer may not have enough assets remaining after such payments to pay amounts due under the relevant non-preferred senior Eligible Notes and the Holders of such Notes could lose all or some of their investment.

39.3 Eligible Notes may be redeemed prior to maturity at any time for regulatory reasons and (depending on the Final Terms) for reasons of taxation.

If such right is foreseen in the Final Terms, RBI may at its sole discretion redeem the Eligible Notes before their stated maturity, either at any time for reasons of tax and/or at the Issuer's option on a specified Call Redemption Date.

In any case, RBI may, at its sole discretion, early redeem the Eligible Notes at any time for regulatory reasons, if there is a change in the regulatory classification of the Eligible Notes that would be likely to result or has resulted in their exclusion in full or in part from liabilities eligible for MREL purposes pursuant to BaSAG on an unlimited and uncapped basis.

In each case of an early redemption, the conditions for redemption and repurchase have to be met.

It is not possible to predict whether or not Eligible Notes will be eligible for MREL purposes (see the risk factor "39.1 *The eligibility of the Eligible Notes for MREL purposes might be uncertain.*") or if any further change in the laws or regulations of Austria or the European Union will occur and so lead to the circumstances in which the Issuer is able to elect to redeem the Eligible Notes, or, in case of any right of the Issuer to early redeem Eligible Notes, whether or not the Issuer will elect to exercise such option or any prior permission of the Resolution Authority in cooperation with the Competent Authority, if required, will be given.

The Issuer may be expected to redeem Eligible Notes on this basis, when its cost of borrowing is lower than the interest rate on the Eligible Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Eligible Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. Early redemption features are also likely to limit the market price of the Eligible Notes. During any period when the Issuer can redeem the Eligible Notes, the market price of the Eligible Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period if the market believes that the Eligible Notes may become eligible for redemption in the near term.

39.4 Any rights of RBI to early redeem or repurchase Eligible Notes are subject to the prior permission of the Resolution Authority".

The CRR stipulates that the redemption of Eligible Liabilities prior to the date of their contractual maturity is subject to the prior permission of the Resolution Authority (which is responsible for any resolution of RBI) in cooperation with the Competent Authority.

Therefore, the Terms and Conditions provide that any early redemption of Notes which qualify as Eligible Liabilities may be subject to the prior permission of the Competent Authority and/or the Resolution Authority in accordance with the relevant terms of the CRR, if and to the extent such prior permission is required at this time.

Under the CRR, the Resolution Authority may only permit institutions to early redeem or repurchase eligible liabilities instruments such as the Eligible Notes if certain conditions prescribed by the CRR are complied with. These conditions, as well as a number of other technical rules and standards relating to MREL applicable to RBI, should be taken into account by the Resolution Authority in its assessment of whether or not to permit any early redemption or repurchase. It is uncertain how the Resolution Authority will apply these criteria in practice and such rules and standards may change during the maturity of the Notes. It is therefore difficult to predict whether, and if so, on what terms, the Resolution Authority will grant its prior permission for any early redemption or repurchase of the Eligible Notes.

Furthermore, even if RBI would be granted the prior permission of the Resolution Authority, any decision by RBI as to whether it will early redeem the Eligible Notes will be made at the absolute discretion of RBI with regard to external factors such as the economic and market impact of exercising an early redemption right, regulatory capital requirements and prevailing market conditions. RBI disclaims, and investors should therefore not expect, that RBI will exercise any early redemption right in relation to the Eligible Notes.

39.5 Eligible Notes do not give right to accelerate future payments.

The Terms and Conditions of the Eligible Notes do not provide for any events of default.

Furthermore, claims of RBI are not permitted to be offset against payment obligations of RBI under the Eligible Notes which are not, and may not become secured or subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Eligible Notes.

40. Specific risks for Notes denominated in Renminbi.

40.1 Renminbi is not completely freely convertible and there are significant restrictions on the remittance of the Renminbi into and outside the People's Republic of China which may adversely affect the liquidity of Renminbi Notes.

Renminbi (the "**RMB**" or "**CNY**") is not completely freely convertible at present. This may adversely affect the liquidity of Notes denominated in Renminbi (the "**Renminbi Notes**"). The availability of RMB funds for servicing the Notes may be subject to future limitations imposed by the People's Republic of China (the "**PRC**") government.

The PRC government continues to regulate conversion between RMB and foreign currencies, including the Euro, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. However, remittance of RMB by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of RMB into the PRC for settlement of capital account items are developing gradually.

Although since 1 October 2016 RMB has been included in the basket of currencies that make up the Special Drawing Rights (SDR) created by the International Monetary Fund (IMF), there is no assurance that the PRC government will continue to gradually liberalise a control over cross-border RMB remittances in the future, that the schemes for RMB cross-border utilization will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of RMB into or out of the PRC. Investors may be required to provide certifications and other information (including CNY account information) in order to be allowed to receive payments in CNY in accordance with the CNY clearing and settlement system for participating banks in Hong Kong. In the event that funds cannot be repatriated out of the PRC in RMB, this may affect the overall availability of RMB outside the PRC and the ability of the Issuer to source RMB to perform its obligations under Notes denominated in RMB.

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

As a result of the restrictions by the PRC government on cross-border RMB fund flows, the availability of RMB outside of the PRC is limited. Currently, licensed banks in Singapore and Hong Kong may offer limited RMB -denominated banking services to Singapore residents, Hong Kong residents and specified business customers. The People's Bank of China, the central bank of the PRC (the "**PBOC**") has entered into agreements on the clearing of RMB business with financial institutions in a number of financial centers and cities (each a "**RMB Clearing Bank**"), which will act as the RMB clearing bank in the applicable RMB Settlement Centre, and is in the process of establishing RMB clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**").

However, the current size of RMB -denominated financial assets outside the PRC is limited. There are restrictions imposed by the PBOC on RMB business participating banks in respect of cross-border RMB settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, RMB business participating banks do not have direct RMB liquidity support from the PBOC. The relevant RMB Clearing Bank only has access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions, including open positions as a result of conversion services for corporations relating to cross-border trade settlement. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source RMB from outside the PRC to square such open positions.

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

If the Issuer cannot obtain RMB to satisfy its obligation to pay interest and principal on its RMB Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as defined in "§ 5 [(4)][(5)] Payment of U.S. Dollar Equivalent." in the Terms and Conditions of the Notes), the Issuer shall be entitled to settle such payment (in whole or in part) in U.S. Dollars at the USD Equivalent (as defined in "§ 5 [(4)][(5)] Payment of U.S. Dollar Equivalent." in the Terms and Conditions of the Notes).

40.3 Investments in Renminbi Notes are subject to RMB exchange rate risks.

The value of the RMB against the Euro and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. Recently, the PBOC implemented changes to the way it calculates the RMB's daily mid-point against the U.S. Dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the RMB against foreign currencies. All payments of interest and principal will be made with respect to the RMB Notes in RMB. As a result, the value of these RMB payments in Euro or other applicable foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of RMB depreciates against the Euro or any other foreign currencies, the value of investment in the Euro or other applicable foreign currency terms will decline.

40.4 Investments in the RMB Notes are subject to currency risks.

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Notes when due, in whole or in part, in Renminbi in the relevant RMB Settlement Centre as a result of Inconvertibility, Non transferability or Illiquidity (each, as defined in "§ 5 [(4)][(5)] Payment of U.S. Dollar Equivalent." in the Terms and Conditions of the Notes), the Issuer shall be entitled, to settle any such payment, in whole or in part, in U.S. Dollars on the due date at the USD Equivalent (as provided for in more detail in the Terms and Conditions of the Notes) of any such interest or principal amount otherwise payable in Renminbi, as the case may be.

40.5 Investment in the Notes is subject to interest rate risks.

The PRC government has gradually liberalised the regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. If the Notes carry a fixed interest rate, the market price of the Notes may vary with the fluctuations in the RMB interest rates. If an investor sells the Notes before their maturity, it may receive an offer that is less than the original amount invested.

40.6 Payments in respect of the Notes will only be made to investors in the manner specified in the Notes.

All payments to holders of interests in respect of the Notes will be made solely by transfer to a RMB bank account maintained in Hong Kong, in accordance with prevailing rules and procedures of the relevant Clearing System. Neither the Issuer nor the Fiscal Agent, nor the Paying Agent can be required to make payment by any other means (including in bank notes, by cheque or draft, or by transfer to a bank account in the PRC).

41. *In respect of any Notes issued with a specific use of proceeds, such as a Green Bond or Social Bond, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor.*

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply the proceeds from an offer of those Notes specifically for projects and activities that promote climate-friendly and other environmental purposes or social purposes ("ESG Projects"). Prospective investors should have regard to the information set out in the relevant Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer that the use of such proceeds for any ESG Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any ESG Projects. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or "social" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or "social" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any ESG Projects will meet any or all investor expectations regarding such "green", "sustainable" or "social" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any ESG Projects. Also the criteria for what constitutes an ESG Project may be changed from time to time.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes and in particular with any ESG Projects to fulfil any environmental, sustainability, social and/or other criteria. Any such opinion may not address risks that may affect the value of Notes or any project. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

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

While it is the intention of the Issuer to apply the proceeds of any Notes so specified for ESG Projects in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any ESG Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such ESG Projects. Nor can there be any assurance that such ESG Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes. Also any failure by the Issuer to provide any reporting or obtain any opinion will not constitute an Event of Default under the Notes.

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

RESPONSIBILITY STATEMENT

Raiffeisen Bank International AG accepts responsibility for the information contained in this Base Prospectus. The Issuer declares, having taken all reasonable care to ensure that such is the case, that to the best of the knowledge of the Issuer the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

CONSENT TO USE THE PROSPECTUS

The Issuer may give its consent pursuant to Article 3(2) of the Prospectus Directive to the use of this Base Prospectus in the context of a specific offer / issue of a Series / Tranche either by way of (i) general consent to use the Prospectus, if so applied in the Final Terms or (ii) specific consent to use the Prospectus, if so applied in the Final Terms. However, the Issuer may also give no consent to use the Prospectus at all, if so applied in the Final Terms.

(i) General Consent to use the Prospectus

In the context of any offer of Notes that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive ("**Non-exempt Offer**"), each Dealer subsequently reselling or finally placing the Notes and/or each further credit institution and/or each regulated financial institution in the EU and/or each financial intermediary which is authorised under MiFID to subsequently resell or finally place the Notes (together the "**Generally Authorised Offerors**") may be entitled to use the Prospectus in Germany, Austria, the Czech Republic, Slovakia, Hungary, Romania and/or Luxembourg if that consent was given in the relevant Final Terms, for the subsequent resale or final placement of the relevant Notes during the respective offer period or such other period as determined in the relevant Final Terms, provided however, that any conditions specified in the relevant Final Terms are satisfied by any Generally Authorised Offerors and that the Prospectus is still valid in accordance with Article 11 of the Luxembourg Prospectus Law which implements the Prospectus Directive. The Issuer accepts responsibility for the information given in the Prospectus with respect to such subsequent resale or final placement of the relevant Notes in Germany and/or Austria and/or the Czech Republic and/or Slovakia and/or Hungary and/or Romania and/or Luxembourg for which it has given its consent referred to herein, for the content of this Base Prospectus in relation to any person to whom an offer of any Notes is made by a Generally Authorised Offeror, where the offer is made during the period for which that consent is given and where the offer is in compliance with all conditions in connection with giving of the consent, all as mentioned in this Base Prospectus. The Issuer reserves the right to withdraw its consent to use this Base Prospectus at any time.

In particular, when using the Prospectus, each generally Authorised Offeror has to state on its website that it uses the Prospectus in accordance with the consent of the Issuer and the conditions as set out in the Final Terms.

(ii) Specific Consent to use the Prospectus

In the context of a Non-exempt Offer, only the institutions named in the relevant Final Terms and/or stated on the Issuer's website www.rbinternational.com (together the "**Specifically Authorised Offerors**") and together with the Generally Authorised Offerors, the "**Authorised Offerors**") are entitled to use the Prospectus in Germany and/or Austria and/or the Czech Republic and/or Slovakia and/or Hungary and/or Romania and/or Luxembourg if that consent was given in the relevant Final Terms for the subsequent resale or final placement of the relevant Notes during the respective offer period or such other period as determined in the relevant Final Terms, provided however, that any conditions specified in the relevant Final Terms are satisfied by any Specifically Authorised Offerors and that the Prospectus is still valid in accordance with Article 11 of the Luxembourg Prospectus Law which implements the Prospectus Directive. The Issuer accepts responsibility for the information given in the Prospectus also with respect to such subsequent resale or final placement of the relevant Notes in Germany and/or Austria and/or the Czech Republic and/or Slovakia and/or Hungary and/or Romania and/or Luxembourg for which it has given its consent referred to herein, for the content of this Base Prospectus in relation to any person to whom an offer of any Notes is made by a Specifically Authorised Offeror, where the offer is made during the period for which that consent is given and the offer is in compliance with all conditions in connection with giving of the consent, all as mentioned in the Prospectus. The Issuer reserves the right to withdraw its consent to use this Base Prospectus at any time.

The Issuer may give consent to additional financial intermediaries after the date of the relevant Final Terms and, if the Issuer does so, the above information in relation to them will be published on the website of the Issuer www.rbinternational.com under "Investors".

(iii) No consent

The Issuer may give no consent to use the Prospectus at all.

(iv) Provisions for both types of consent to use the prospectus

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer www.rbinternational.com under Investors.

When using the Prospectus, each Authorised Offeror must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by an Authorised Offeror, the Authorised Offeror shall provide information to investors on the Conditions of the offer at the time of that offer.

DESCRIPTION OF THE ISSUER

1. INFORMATION ABOUT THE ISSUER

1.1. Corporate history and development of the Issuer

Raiffeisen Bank International AG ("**RBI**") was established in 1991 under the name of DOIRE Handels- und Beteiligungsgesellschaft mbH as a holding company for bundling investments and interests in CEE by Raiffeisen Zentralbank Österreich Aktiengesellschaft ("**RZB**"), which was founded 1927, originally under the name "Girozentrale der österreichischen Genossenschaften Aktiengesellschaft". The holding company was renamed several times and operated under the name of "Raiffeisen International Bank-Holding AG" ("**RI**") from 2003 until 2010, when its name was ultimately changed to Raiffeisen Bank International AG. RBI's initial public offering and stock exchange listing on the Vienna Stock Exchange occurred in 2005, secondary public offerings took place in 2007 and 2014.

In 2010, major parts of RZB's banking business were spun-off and merged with RI (the "**Merger 2010**"). As a consequence of the Merger 2010, the commercial banking business and associated equity participations of RZB were transferred to RI. With effective date of the Merger 2010, RI changed its name to Raiffeisen Bank International AG and took over RZB's Austrian credit institution license pursuant to the Austrian Banking Act (*Bankwesengesetz* – "**BWG**").

In March 2017, RBI merged with its parent company RZB (the "**Merger 2017**"). RBI was the absorbing institution and therefore, the legal successor of RZB. Due to the Merger 2017, RBI became the central institution of the Raiffeisen Regional Banks and holder of the liquidity reserve (according to BWG, in particular § 27a BWG). Therefore, RBI acts as central liquidity clearing unit of the Raiffeisen Regional Banks. RBI's shares continue to be listed on the Vienna Stock Exchange after the Merger 2017.

1.1.1. General information about the Issuer

RBI's legal name is "Raiffeisen Bank International AG". "Raiffeisen Bank International" and "RBI" are used as commercial names. RBI is a stock corporation formed and operated under Austrian law with unlimited duration with its registered seat in Vienna, Austria. RBI is incorporated in Austria and registered with the Austrian companies register (*Firmenbuch*) of the commercial court of Vienna (*Handelsgericht Wien*) under registration number (*Firmenbuchnummer*) FN 122119 m since 9 July 1991. RBI's head office and principle place of business is located at: Am Stadtpark 9, 1030 Vienna, Austria. RBI's general telephone number is +43 (1) 717 07 0.

The Issuer's legal entity identifier ("**LEI**") is: 9ZHYRM6F437SQJ60UG95

1.1.2. Statutory purpose of the Issuer

The purpose of the Issuer according to its articles of association is to enter into banking transactions of the kind set out in § 1(1) BWG and into related transactions in connection therewith, with certain exceptions including without limitation the investment fund business, the building society business and the issuance of mortgage bonds and municipal bonds.

In addition, the Issuer is authorized to engage in all activities that become incumbent on it as the central institution of the Raiffeisen Banking Group, which shall include in particular: (a) administration of and investing the liquid funds made available to the Issuer, including in particular the liquidity reserves of the Raiffeisen Banking Group; (b) facilitating financial and business transactions of enterprises of the Raiffeisen Banking Group, irrespective of their legal form, with each other and with third parties, and granting loans and liquidity assistance to such enterprises; and (c) ensuring consistency of advertising and organization, and the training of the employees of such enterprises.

Further purposes of the Issuer are: (a) consultancy and management services of any kind for the business enterprises in which the Issuer holds a participation or which are otherwise linked to the Issuer; and (b) activities and services of any kind which are directly or indirectly connected with the banking business, including in particular the activities set out in § 1(2) and (3) BWG, the performance of management consulting services, including company organisation services and services in the field of automatic data processing and information technology.

For the financing of its corporate purpose, the Issuer is authorised in compliance with applicable law to raise own funds as defined in the CRR or subordinated and non-subordinated debt capital represented by securities or otherwise.

The Issuer is authorised to acquire real estate, to establish branches and subsidiaries in Austria and elsewhere, and to acquire shareholdings in other companies. Moreover, the Issuer is entitled to engage in any and all transactions and to take all measures which are deemed necessary or expedient for the fulfilment of the Issuer's purposes, including without limitation in areas that are similar or related to such purposes.

1.1.3. Statutory auditors

RBI's auditor is KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienna, Austria ("**KPMG**"), a member of the Austrian Chamber of tax advisors and auditors (*Kammer der Steuerberater und Wirtschaftsprüfer*). KPMG audited RBI's German language consolidated financial statements for the years ending as of 31 December 2017 and 2018 in accordance with Austrian generally accepted auditing standards, which require KPMG to comply with the international standards on auditing as published by the international federation of accountants and issued its unqualified auditor's report (*Bestätigungsvermerk*) on 27 February 2018 and on 27 February 2019, respectively.

1.1.4. Any recent events particular to the Issuer that are to a material extent relevant for the evaluation of its solvency

The Issuer is not aware of any recent events particular to RBI (*i.e.* occurring after the most recent published unaudited interim consolidated financial statements of the Issuer as of 31 March 2019) that are to a material extent relevant to the evaluation of its solvency.

2. BUSINESS OVERVIEW

2.1. Principle areas of activity

The RBI Group is a universal banking group offering banking and financial products as well as services to retail and corporate customers, financial institutions and public sector entities predominantly in or with a connection to Austria and CEE. In CEE, RBI operates through its Network Banks, leasing companies and numerous specialized financial service providers. RBI Group's products and services include loans, deposits, payment and account services, credit and debit cards, leasing and factoring, asset management, distribution of insurance products, export and project financing, cash management, foreign exchange and fixed income products as well as investment banking services. RBI's specialist institutions provide Raiffeisen Banks and Raiffeisen Regional Banks with retail products for distribution.

2.2. Strategy

RBI's business activities comprise the corporate customer business, financial services for retail customers in CEE and business with banks and other institutional clients. Ongoing changes and challenges in the business environment in which financial institutions operate – particularly tighter regulatory requirements, bank-specific taxes and politically motivated market interventions, the persistently low interest rate environment, new technological challenges and competitors – demand flexibility in adjusting structures and business models. In order to meet these challenges, following a transformation program that concluded with the sale of the core Polish banking operations, RBI is again focusing on growth and even more so on digitalization and innovation. RBI will continue to concentrate on the CEE region, which offers in the view of RBI's management structurally higher

growth rates than Western Europe and therefore more attractive levels of interest rates and returns. This is complemented by leading specialist institutions in Austria – in particular the building society, asset management and pension fund management businesses – so that RBI benefits at the same time from stability of its Austrian operations.

RBI's business model is based on the following core competencies:

- RBI maintains and develops a strong and reliable brand that serves as the basis for its business model.
- RBI provides all retail customer segments with comprehensive financial services through the customers' respective preferred sales and communication channel.
- RBI is a reliable business partner for corporate and institutional clients that have a link to the target region and offers financial services of an international standard.
- RBI distinguishes itself through its strong local presence, customer focus and long-term business relationships.
- RBI utilizes the strengths of country-specific business strategies combined with central business management standards.

This business model is used as a basis by RBI in the provision of services to about 16.3 million retail and private banking customers as well as small enterprises, approximately 100,000 corporate clients (medium-sized businesses, major local companies and international corporations) and about 10,000 institutional clients (banks, insurance companies, asset managers, sovereigns and public-sector organizations). RBI aims to provide its customers comprehensive financial services to meet their needs and in this way build long-term business partnerships. RBI implements this strategy through the provision of advisory services and innovative solutions.

Retail customers can benefit, for example, from video and telephone advisory services, as well as internet and mobile banking solutions. By means of these sales and support channels – alongside more than 2,100 business outlets – RBI offers its customers a product range (e.g. current account packages, payment transfer services, consumer financing and mortgage loans) from which they can select the products that fit their needs.

For corporate and institutional clients, key emphasis is placed on group-wide sales and management tools with a focus on capital- and liquidity-efficient products (particularly trade finance, capital market products and hedging of currency, interest rate and credit risks, as well as payment transfer business). At the same time, group-wide product competence centres not only enhance efficiency through the pooling of know-how, but also facilitate customer access to complex financing products (e.g. in the areas of project, real estate and export financing).

Sale of Raiffeisen Bank Polska S.A. and establishment of a branch of RBI in Poland

On 31 October 2018, RBI closed the sale of the core banking operations of its former Polish subsidiary Raiffeisen Bank Polska S.A. ("RBPL") by way of demerger to Bank BGZ BNP Paribas S.A., a subsidiary of BNP Paribas S.A..

The sales price was approximately EUR 749 million, equating to a price/tangible book value multiple of around 0.94 times. This is based on core banking operations equity of approximately EUR 869 million at the time of the demerger. The sale resulted in a positive impact of 85 basis points on RBI Regulatory Group's Common Equity Tier 1 ("CET 1") ratio (fully loaded). The direct impact of the sale on the RBI Group's consolidated profit amounted to minus EUR 120 million, already recognized in the income statement in the second quarter of 2018. This amount may change once an agreement on the closing statement of financial position has been reached. However, it is not expected that the result of these discussions will have a material impact on the financial position of the Issuer.

Additional equity neutral effects from the disposal after closing amounted to minus EUR 64 million and was primarily due to already realized currency effects.

Under the terms of the agreement with the buyer, total assets of approximately EUR 9.5 billion have been allocated to the core banking operations. Following the transaction, RBI transferred the remaining RBPL operations, mainly comprising the foreign currency retail mortgage loan portfolio, to a Polish branch of RBI. The total assets of the Polish branch of RBI amounted to approximately EUR 3.2 billion as at 31 March 2019.

2.3. Significant new products and services

Currently no significant new products and services are being introduced. However, in the ordinary course of business new products and services are introduced on a regular basis, most of all in the area of digital banking.

2.4. Principle markets and business segments

Segment reporting at RBI Group is based on the current organizational structure pursuant to IFRS 8. A cash generating unit within RBI Group is either a country or a business activity. Markets in CEE are thereby grouped into regional segments comprising countries with comparable economic profiles and similar long-term economic growth expectations. This results in the following segments:

- ***Central Europe***
(Czech Republic, Hungary, Poland, Slovakia and Slovenia)

RBI's segment Central Europe comprises the Czech Republic, Hungary, Poland, Slovakia and Slovenia. In each of these countries, RBI is represented by a credit institution (except Slovenia) or a branch in the case of Poland, leasing companies (except Poland) and other specialised financial institutions.

- ***Southeastern Europe***
(Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Kosovo, Romania, Serbia)

The segment Southeastern Europe includes Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Kosovo, Romania and Serbia. Within these countries, RBI is represented by credit institutions, leasing companies, as well as, in some markets, by separate capital management and asset management companies and pension funds.

- ***Eastern Europe***
(Belarus, Russia and Ukraine)

The Eastern Europe segment comprises Belarus, Russia and Ukraine. The Network Bank in Russia is one of the largest foreign credit institutions in Russia. RBI also offers leasing products to its Russian clients through a leasing company. In Belarus and Ukraine RBI Group is represented by credit institutions, leasing companies and other financial service companies.

- ***Group Corporates & Markets***
(business with large Austrian and multinational corporate customers as well as financial institutions and sovereigns managed from Vienna; customer and proprietary capital markets related business managed from Vienna; Raiffeisen banking group Austria; business of Austrian subsidiaries which are financial institutions and specialised companies)

The Group Corporates & Markets segment has been introduced for operative business booked in Austria. This primarily comprises financing business with Austrian and international corporate customers serviced from Vienna, Group Markets, Financial Institutions & Sovereigns, and business with entities of the Raiffeisen banking group Austria. Also included in the segment are financial service providers and specialized companies such as Raiffeisen Centrobank AG ("RCB"), Kathrein Privatbank Aktiengesellschaft, Raiffeisen Bausparkasse Gesellschaft m.b.H., Raiffeisen-Leasing Ges.m.b.H., Raiffeisen Factor Bank AG and Raiffeisen Kapitalanlage-Gesellschaft mit beschränkter Haftung.

- **Corporate Center**
(central management functions at RBI Group head office and other RBI Group units)

The Corporate Center segment encompasses all the services as well as the oversight function provided by RBI Group headquarters in Vienna in various divisions to implement the overall strategy and that are allocated to this segment to ensure comparability. This segment also includes liquidity management, as well as RBI's equity participation management (including holdings) and minority interests (e.g. UNIQA Insurance Group AG, Leipnik-Lundenburger Invest Beteiligungs AG).

2.5. Capital requirements

Based on the Supervisory Review and Evaluation Process ("SREP") in 2018, RBI Regulatory Group received a Pillar 2 requirement of 2.25 per cent. and a Pillar 2 guidance of 1.00 per cent. with both to be fulfilled by CET 1 from 1 January 2019. This is unchanged from the requirements imposed for 2018. RBI Regulatory Group's consolidated CET 1 ratio (fully loaded) requirement amounts to 11.50 per cent. for 1 January 2019. This is the sum of 4.5 per cent. Pillar 1 requirement plus 2.25 per cent. Pillar 2 requirement and 4.75 per cent. combined buffer requirement. The combined buffer requirement of 4.75 per cent. is the sum of 2.50 per cent. capital conservation buffer plus 2.00 per cent. systemic risk buffer and approximately 0.25 per cent. countercyclical buffer (derived from the variable requirements in the various countries) as of 1 January 2019. In 2019, the combined buffer requirement is expected to increase to approximately 4.9 per cent. CET 1 (assuming the capital conservation buffer and the systemic risk buffer to increase at the announced levels). A breach of the combined buffer requirement would induce constraints, for example in relation to dividend distributions and coupon payments on certain capital instruments. (Source: unaudited internal data).

2.6. Competitive position

RBI considers itself as a leading corporate bank in Austria and a leading universal credit institution in CEE.

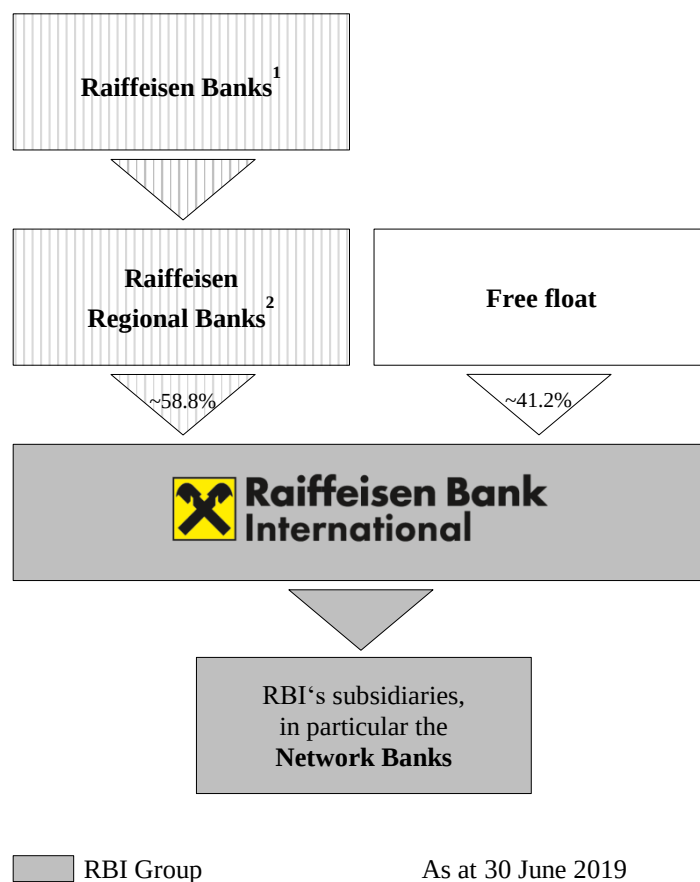
3. ORGANISATIONAL STRUCTURE

3.1. RBI is part of the Raiffeisen banking group Austria

RBI's majority shareholders are jointly the Raiffeisen Regional Banks (*Raiffeisen-Landesbanken*), which directly and/or indirectly hold approximately 58.8 per cent. of RBI's shares as at 31 December 2017. Each of the Raiffeisen Regional Banks is in turn directly and/or indirectly held by the locally operating Raiffeisen Banks (as described below) in its respective federal province of Austria. RBI is the central institution of the Raiffeisen Regional Banks (according to BWG, in particular § 27a BWG), functioning, *inter alia*, as the central liquidity clearing unit of the Raiffeisen Regional Banks, whereas each of the Raiffeisen Regional Banks is the central institution of the Raiffeisen Banks located in its respective Austrian federal province. RBI, Raiffeisen Regional Banks and Raiffeisen Banks, as well as most of their subsidiaries are jointly often referred to and commonly known as Raiffeisen banking group Austria (*Raiffeisen Bankengruppe Österreich*).

This group does not constitute a group of companies (*Konzern*) pursuant to § 15 of the Austrian Stock Corporation Act (*Aktiengesetz* – "*AktG*") nor a credit institution group (*Kreditinstitutsgruppe*) pursuant to § 30 BWG nor a credit institution association (*Kreditinstitute-Verbund*) pursuant to § 30a BWG.

Simplified scheme of RBI's direct and indirect owners



(1) The Raiffeisen Banks are located in each of Austria's federal provinces, are mainly organised as co-operatives, act in their local environment as so-called universal credit institutions (*Universalkreditinstitute*). Each of the Raiffeisen Regional Banks is collectively owned by the Raiffeisen Banks in the respective federal province. For the avoidance of doubt, the Raiffeisen Banks neither belong to RBI Group nor the RBI Regulatory Group.

(2) The Raiffeisen Regional Banks are RAIFFEISEN LANDESBANK NIEDERÖSTERREICH-WIEN AG, Raiffeisen-Landesbank Steiermark AG, Raiffeisen Landesbank Oberösterreich Aktiengesellschaft, Raiffeisen Landesbank Tirol AG, Raiffeisenverband Salzburg eGen, Raiffeisenlandesbank Kärnten - Rechenzentrum und Revisionsverband regGenmbH, Raiffeisenlandesbank Burgenland und Revisionsverband regGenmbH, and Raiffeisenlandesbank Vorarlberg Waren- und Revisionsverband regGenmbH. They operate mainly at a regional level, render central services for the Raiffeisen Banks within their region and also operate as universal credit institutions. For the avoidance of doubt, the Raiffeisen Regional Banks neither belong to RBI Group nor the RBI Regulatory Group.

RBI is the ultimate parent company of RBI Group and pursuant to § 30 BWG also the superordinate credit institution (*übergeordnetes Kreditinstitut*) of the RBI credit institution group (*Kreditinstitutsgruppe*), which comprises all credit institutions, financial institutions, securities companies and enterprises offering banking related support services in which RBI holds an indirect or direct majority interest or exerts a controlling influence. The BWG requires RBI in its function as superordinate credit institution for the RBI credit institution group to control among other things risk management, accounting and control processes as well as the risk strategy for the entire RBI Group.

Due to disparities between certain regulatory and accounting provisions, RBI Group is not fully identical with RBI Regulatory Group. "**RBI Regulatory Group**" means, from time to time, any banking group: (i) to which the Issuer belongs; and (ii) to which the own funds requirements pursuant to Parts Two and Three of the CRR on a consolidated basis due to prudential consolidation in accordance with Part One, Title Two, Chapter Two of the CRR apply. For the avoidance of doubt, the Federal IPS is not such a banking group.

The term RBI Group therefore refers to the scope of consolidation in accordance with IFRS, while the RBI Regulatory Group refers to the scope of prudential consolidation of own funds which does not

include all entities included in the RBI Group.

Like the Raiffeisen Banks and the Raiffeisen Regional Banks, RBI belongs to the Raiffeisen banking group Austria. Thus and due to its function as central institution of the Raiffeisen Regional Banks, RBI is a member of several joint institutions of the Raiffeisen banking group Austria, such as Österreichischer Raiffeisenverband, a voluntary customer guarantee scheme and an IPS.

3.1.1. Österreichischer Raiffeisenverband (Austrian Raiffeisen Association) and trademarks

By virtue of RBIs membership in the Austrian Raiffeisen Association (*Österreichischer Raiffeisenverband* - "ÖRV"), RBI is entitled to use the name "Raiffeisen" and a logo element of the Raiffeisen organization, the so-called Gable Cross (*Giebelkreuz*). These are registered trademarks of the ÖRV. However, the "Raiffeisen Bank International" name and logo is a registered combined trademark of RBI in Austria, and the protection of the name and logo "Raiffeisen Bank International" has been expanded to all relevant countries where relevant units of RBI Group presently operate.

3.1.2. Raiffeisen-Kundengarantiegemeinschaft Österreich (RKÖ) (voluntary customer guarantee scheme)

In addition to the statutory deposit guarantee scheme, the nationwide voluntary Raiffeisen Customer Guarantee Scheme Austria (*Raiffeisen-Kundengarantiegemeinschaft Österreich (RKÖ)*, "RKÖ") shall provide supplementary protection in the event of bankruptcy of a member institution. RKÖ consists of the provincial Raiffeisen customer guarantee associations open to each of the Austrian Raiffeisen Banks and Raiffeisen Regional Banks as well as RBI. About 82 per cent. of all Raiffeisen Banks are currently members of a customer guarantee association. RBI is also a member of RKÖ.

In view of the change in the legal and regulatory framework and the implementation of the Institutional Protection Schemes (Clause 3.1.3 below), the participants of RKÖ have decided to discontinue the scheme for new transactions. The supplementary protection by RKÖ will only be granted in relation to protected transactions entered into on or before 30 September 2019. Transactions entered into thereafter will not be protected any more. In respect of the treatment of notes issues, see risk factor "26. The Notes are not covered by any (statutory of voluntary) deposit guarantee scheme" in "Part B. Risks relating to the Notes".

3.1.3. Federal Institutional Protection Scheme

RBI became a member of the Federal IPS and assumed from RZB all rights and obligations under the Federal IPS agreements of RZB in the course of the Merger 2017.

Hence, the Federal IPS currently consists of RBI, all Raiffeisen Regional Banks, RAIFFEISEN-HOLDING NIEDERÖSTERREICH-WIEN registrierte Genossenschaft mit beschränkter Haftung, Posojilnica Bank eGen, Raiffeisen Wohnbaubank Aktiengesellschaft and Raiffeisen Bausparkasse Gesellschaft m.b.H.

Pursuant to Article 113(7) CRR an Institutional Protection Scheme is required to ensure the solvency and liquidity of its members. Along with the Federal IPS, within the Raiffeisen banking group Austria there are six Regional IPS formed by the respective Raiffeisen Regional Bank and all or most of its local Raiffeisen Banks as members. At the date of this Base Prospectus, there are no Regional IPS in Salzburg and Carinthia. The Raiffeisen Regional Banks and Raiffeisen Banks situated in these federal provinces operate regional voluntary solidarity schemes instead. A Raiffeisen Regional Bank shall be supported in the first instance, by the Regional IPS or solidarity scheme, as the case may be; if support on regional level is insufficient, Federal IPS will step in. Support on regional level may be insufficient, in case support has been granted to local Raiffeisen Banks before.

All IPS of the Raiffeisen banking group Austria are based on and are constituted under civil law agreements. Each member of the Federal IPS may terminate its membership of the Federal IPS with two years' notice by the end of each calendar quarter. However, for a period of three years from the Merger 2017, the Issuer has waived its right to give notice of termination.

The Federal IPS is required by the regulator to set up an *ex ante* fund by contributions of its members.

The Federal IPS fund's current target volume is EUR 615 million, to be reached by end of 2022. It is based on the result of an annual stress test or the minimum requirement of 0.5 per cent. of the aggregated RWA set by the regulator. The fund size was about EUR 262 million as of 31 December 2017 and was increased to about EUR 326 million as of 31 December 2018 and 31 March 2019 respectively. In 2018, the contribution of RBI Group members was approximately EUR 49 million.

Under the Federal IPS agreements, Sektorrisiko eGen (formerly: "Österreichische Raiffeisen-Einlagensicherung eGen") is mandated to keep the resources of the Federal IPS fund as a trustee and to operate the Federal IPS' risk assessment schemes.

Financial support to members may take various forms including guarantees, liquidity support, loans and/or equity subscriptions. Financial resources for such support are primarily taken from the *ex ante* fund. If necessary, additional resources will be provided by *ex post* contributions going up to 50 per cent. of the average operating income of a member of the last three business years, however limited by the preservation of the respective minimum regulatory capital requirements plus a 10 per cent. buffer. Additional contributions may be requested from members up to 25 per cent. of their remaining capital in excess of its minimum regulatory capital requirement (plus 10 per cent. buffer), if any. Further contributions may be made on a voluntary basis or if required by the regulator.

3.2. Dependencies from other entities within RBI Group

RBI is dependent from valuations of and dividends from its subsidiaries. RBI is further dependent from outsourced operations, in particular in the areas of back-office activities as well as IT.

4. TREND INFORMATION

4.1. Material adverse changes in the prospects of the Issuer since the date of its last published audited financial statements

There have been no material adverse changes in the prospects of RBI since 31 December 2018.

4.2. Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year

RBI has identified the following trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on its prospects for at least the current financial year:

- Continuing increase in governmental and regulatory requirements.** Under the SSM, the ECB is given specific tasks related to financial stability and banking supervision, among others empowering the ECB to directly supervise significant banks such as RBI (both, on an individual level as well as on the consolidated level of RBI Regulatory Group). The ECB is, *inter alia*, empowered to require significant credit institutions to comply with additional individual own funds and liquidity adequacy requirements in particular as part of the supervisory review and evaluation process ("SREP") (which may exceed regular regulatory requirements) or take early correction measures to address potential problems. The new supervisory regime and the SSM's supervisory procedures and practices will be subject to constant scrutiny, change and development. A further pillar of the Banking Union is the SRM which is establishing a uniform procedure for the resolution of credit institutions that are subject to the SSM. As a result of a resolution measure under the SRM, a creditor of RBI may already be exposed to the risk of losing part or all of the invested capital prior to the occurrence of insolvency or liquidation of RBI. Furthermore, the capital and liquidity requirements introduced by Basel III (as implemented by the CRR, CRD IV, BRRD and SRMR) and the amendments (in particular the EU Banking Package and the Basel III reforms (for further details see also the risk factor in Part A "17. The Issuer is subject to a number of strict and extensive regulatory rules and requirements.")), as well as any stress tests conducted by the ECB (which is responsible for the direct supervision of the RBI and the RBI Regulatory Group), could lead to even more stringent requirements being imposed on RBI and the RBI Regulatory Group with regard to capital adequacy and liquidity

planning and this in turn may restrict RBI's margin and potential for growth.

- **General trends regarding the financial industry.** The trends and uncertainties affecting the financial sector in general and consequently also RBI Group continue to include the macroeconomic environment. The financial sector as a whole, but in particular also RBI Group, is affected by the related instability of and volatility on the financial markets, including a potential general economic downturn. Thus, RBI Group will not be able to escape the effects of corporate insolvencies, deteriorations in the creditworthiness of borrowers and valuation uncertainties. Likewise, the extraordinarily low interest rate level could affect the behaviour of investors and clients alike, which may lead to weaker provisioning and/or pressure on the interest rate spread. In 2019 and 2020, RBI Group therefore faces a difficult environment once again.

4.3. Profit Forecasts or Estimates

Not applicable. This Base Prospectus does not contain profit forecasts or estimates.

5. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

5.1. Members of the administrative, management and supervisory bodies of RBI

The members of the RBI's management board ("**Management Board**") and RBI's supervisory board ("**Supervisory Board**") may be contacted at RBI's business address at Am Stadtpark 9, 1030 Vienna, Austria.

The current members of the Management Board and the Supervisory Board listed below have extensive experience in the Austrian banking market and the Raiffeisen banking group Austria and hold the following additional supervisory board mandates or similar functions in various companies as of the date of this Prospectus.

Member	Major functions outside RBI (functions within RBI Group are marked with *)
Members of RBI's Management Board	
Johann Strobl (Chairman)	Supervisory board functions - AO Raiffeisenbank, Moscow, Russia (Chairman)* - Raiffeisen Bank S.A., Bucharest, Romania (Chairman)* - Raiffeisenbank a.s., Prague, Czech Republic* - Tatra banka, a.s., Bratislava, Slovakia*
Martin Grill	Supervisory board functions - Raiffeisen Bank Aval JSC, Kyiv, Ukraine (Chairman)* - Priorbank JSC, Minsk, Belarus (Chairman)* - Raiffeisenbank (Bulgaria) EAD, Sofia, Bulgaria* (Chairman) - AO Raiffeisenbank, Moscow, Russia* - Raiffeisen Bank S.A., Bucharest, Romania* Advisory board function - Raiffeisen Property Holding International GmbH, Vienna, Austria Managing director functions - Raiffeisen CEE Region Holding GmbH, Vienna, Austria* - Raiffeisen CIS Region Holding GmbH, Vienna, Austria* - Raiffeisen RS Beteiligungs GmbH, Vienna, Austria* - Raiffeisen SEE Region Holding GmbH, Vienna, Austria*

Andreas Gschwenter	<i>Supervisory board functions</i> - <i>Raiffeisenbank Austria d.d.</i>, Zagreb, Croatia (Chairman)* - <i>Raiffeisen Bank Zrt.</i>, Budapest, Hungary (Chairman)* - <i>AO Raiffeisenbank</i>, Moscow, Russia* - <i>Raiffeisenbank a.s.</i>, Prague, Czech Republic* - <i>Raiffeisen Bank S.A.</i>, Bucharest, Romania* - <i>Tatra banka, a.s.</i>, Bratislava, Slovakia* - <i>RSC Raiffeisen Service Center GmbH</i>, Vienna, Austria*
Łukasz Januszewski	<i>Supervisory board functions</i> - <i>Raiffeisen Centrobank AG</i>, Vienna, Austria (Chairman)* - <i>Raiffeisenbank a.s.</i>, Prague, Czech Republic (Chairman)* - <i>Tatra banka, a.s.</i>, Bratislava, Slovakia* - <i>AO Raiffeisenbank</i>, Moscow, Russia* - <i>Raiffeisen Bank S.A.</i>, Bucharest, Romania* - <i>Raiffeisen Kapitalanlage-Gesellschaft m.b.H.</i>, Vienna, Austria*
Peter Lennkh	<i>Supervisory board functions</i> - <i>Raiffeisen Bank Sh.a.</i>, Tirana, Albania (Chairman) - <i>Raiffeisen banka a.d.</i>, Belgrade, Serbia (Chairman)* - <i>Raiffeisen Bank Kosovo J.S.C.</i>, Prishtina, Kosovo (Chairman)* - <i>AO Raiffeisenbank</i>, Moscow, Russia* - <i>Raiffeisenbank a.s.</i>, Prague, Czech Republic* - <i>Raiffeisen Bank S.A.</i>, Bucharest, Romania* - <i>Tatra banka, a.s.</i>, Bratislava, Slovakia* - <i>Oesterreichische Kontrollbank Aktiengesellschaft</i>, Vienna, Austria <i>Advisory board function</i> - <i>RBI LGG Holding GmbH</i>, Vienna, Austria (Chairman)*
Hannes Mösenbacher	<i>Supervisory board functions</i> - <i>Raiffeisen Centrobank AG</i>, Vienna, Austria* - <i>Raiffeisenbank a.s.</i>, Prague, Czech Republic* - <i>AO Raiffeisenbank</i>, Moscow, Russia* - <i>Tatra banka, a.s.</i>, Bratislava, Slovakia* - <i>Raiffeisen Bank Bank S.A.</i>, Bucharest, Romania*
Andrii Stepanenko	<i>Supervisory board functions</i> - <i>Raiffeisen Centrobank AG</i>, Vienna, Austria* - <i>Raiffeisen Bank Aval JSC</i>, Kyiv, Ukraine* - <i>Raiffeisenbank a.s.</i>, Prague, Czech Republic* - <i>Tatra banka, a.s.</i>, Bratislava, Slovakia* (Chairman) - <i>AO Raiffeisenbank</i>, Moscow, Russia* - <i>Kathrein Privatbank Aktiengesellschaft</i>, Vienna, Austria* - <i>Raiffeisen Bank S.A.</i>, Bucharest, Romania* - <i>Raiffeisen Kapitalanlage-Gesellschaft m.b.H.</i>, Vienna, Austria*

Members of RBI's Supervisory Board	
Erwin Hameseder (Chairman)	Management board function - <i>RAIFFEISEN-HOLDING NIEDERÖSTERREICH WIEN</i> registrierte Genossenschaft mit beschränkter Haftung, Vienna, Austria (Chairman) Supervisory board functions - <i>AGRANA Beteiligungs-Aktiengesellschaft</i>, Vienna, Austria (Chairman) - <i>LEIPNIK-LUNDENBURGER INVEST Beteiligungs Aktiengesellschaft</i>, Vienna, Austria (Chairman) - <i>Kurier Redaktionsgesellschaft m.b.H.</i>, Vienna, Austria (Chairman) - <i>KURIER Zeitungsverlag und Druckerei Gesellschaft m.b.H.</i>, Vienna, Austria (Chairman) - <i>Mediaprint Zeitungs- und Zeitschriftenverlag Gesellschaft m.b.H.</i>, Vienna, Austria (Chairman) - <i>RAIFFEISENLANDESBANK NIEDERÖSTERREICH-WIEN AG</i>, Vienna, Austria (Chairman) - <i>RWA Raiffeisen Ware Austria Aktiengesellschaft</i>, Vienna, Austria - <i>Südzucker AG</i>, Mannheim, Germany - <i>STRABAG SE</i>, Villach, Austria - <i>UNIQA Insurance Group AG</i>, Vienna, Austria Managing director functions - <i>Medicur – Holding Gesellschaft m.b.H.</i>, Vienna, Austria - <i>Printmedien Beteiligungsgesellschaft m.b.H.</i>, Vienna, Austria Shareholders' committee function - <i>Kurier Redaktionsgesellschaft m.b.H. & Co. Kommanditgesellschaft</i>, Vienna, Austria
Martin Schaller (First Deputy Chairman)	Management board function - <i>Raiffeisen-Landesbank Steiermark AG</i>, Graz, Austria (Chairman) Supervisory board/advisory board functions - <i>Landes Hypothekenbank Steiermark Aktiengesellschaft</i>, Graz, Austria (Chairman) - <i>GRAWE-Vermögensverwaltung</i>, Graz, Austria - <i>Grazer Wechselseitige Versicherung Aktiengesellschaft</i>, Graz, Austria - <i>ÖWGES Gemeinnützige Wohnbaugesellschaft m.b.H.</i>, Graz, Austria - <i>Comm-Unity EDV GmbH</i>, Lannach, Austria - <i>Raiffeisen Informatik Center Steiermark GmbH</i>, Graz, Austria - <i>Raiffeisen Software GmbH</i>, Linz, Austria Managing director functions - <i>RLB-Stmk Verbund eGen</i>, Graz, Austria - <i>RLB-Stmk Verwaltung eGen</i>, Graz, Austria - <i>RLB-Stmk Holding eGen</i>, Graz, Austria

Heinrich Schaller (Second Deputy Chairman)	Management board function - <i>Raiffeisenlandesbank Oberösterreich Aktiengesellschaft, Linz, Austria (Chairman)</i> Supervisory board functions - <i>OÖ Wohnbau Gesellschaft für den Wohnungsbau, gemeinnützige GmbH, Linz, Austria (Chairman)</i> - <i>OÖ Wohnbau gemeinnützige Wohnbau und Beteiligung GmbH, Linz, Austria (Chairman)</i> - <i>SALZBURGER LANDES-HYPOTHEKENBANK AKTIENGESELLSCHAFT, Salzburg, Austria (Chairman)</i> - <i>AMAG Austria Metall AG, Ranshofen, Austria</i> - <i>Energie AG Oberösterreich, Linz, Austria</i> - <i>Oberösterreichische Landesbank Aktiengesellschaft, Linz, Austria</i> - <i>Raiffeisen Software GmbH, Linz, Austria</i> - <i>Salinen Austria Aktiengesellschaft, Ebensee, Austria</i> - <i>Österreichische Salinen Aktiengesellschaft, Ebensee, Austria</i> - <i>voestalpine AG, Linz, Austria</i> - <i>VIVATIS Holding AG, Linz, Austria</i>
Klaus Buchleitner	Management board function - <i>RAIFFEISENLANDESBANK NIEDERÖSTERREICH-WIEN AG, Vienna, Austria (Chairman)</i> Supervisory board functions - <i>NÖM AG, Baden bei Wien, Austria (Chairman)</i> - <i>Raiffeisen Software GmbH, Linz, Austria (Chairman)</i> - <i>Z&S Zucker und Stärke Holding AG, Vienna, Austria (Chairman)</i> - <i>BayWa Aktiengesellschaft, Munich, Germany</i> - <i>LEIPNIK-LUNDENBURGER INVEST Beteiligungs Aktiengesellschaft, Vienna, Austria</i> - <i>Niederösterreichische Versicherung AG, St. Pölten, Austria</i> - <i>Saint Louis Sucre S.A., Paris, France</i> - <i>Süddeutsche Zuckerrübenverwertungs Genossenschaft e.G., Ochsenfurt, Germany</i> - <i>AGRANA Beteiligungs-Aktiengesellschaft, Vienna, Austria</i> - <i>AGRANA Zucker, Stärke und Frucht Holding AG, Vienna, Austria</i> Managing director functions - <i>RAIFFEISEN-HOLDING NIEDERÖSTERREICH-WIEN registrierte Genossenschaft mit beschränkter Haftung, Vienna, Austria</i> Shareholders' committee function - <i>Austria Juice GmbH, Allhartsberg, Austria</i>
Eva Eberhartinger	Supervisory board functions - <i>Österreichische Bundesfinanzierungsagentur, Vienna, Austria</i> - <i>maxingvest ag, Hamburg, Germany</i>
Andrea Gaal	—

Peter Gauper	Management board function - Raiffeisenlandesbank Kärnten - Rechenzentrum und Revisionsverband, registrierte Genossenschaft mit beschränkter Haftung, Klagenfurt, Kärnten (Chairman) Managing director functions - RAIFFEISEN-VERMÖGENSWERTUNGS GMBH, Klagenfurt, Austria - RBK GmbH, Klagenfurt, Austria - RLB Beteiligungsmanagement GmbH, Klagenfurt, Austria - RLB Verwaltungs GmbH, Klagenfurt, Austria - RS Beteiligungs GmbH, Klagenfurt, Austria
Wilfried Hopfner	Management board functions - Raiffeisenlandesbank Vorarlberg Waren- und Revisionsverband registrierte Genossenschaft mit beschränkter Haftung, Bregenz, Austria (Chairman) - Haberkorn GmbH, Wolfurt, Austria - Haberkorn Holding AG, Wien, Austria
Rudolf Könighofer	Management board functions - Raiffeisenlandesbank Burgenland und Revisionsverband eGen, Eisenstadt, Austria (Chairman) - Raiffeisen Einkaufs- und Beschaffungsgenossenschaft Burgenland eGen, Eisenstadt, Austria (Chairman) - Raiffeisenbezirksbank Güssing eGen, Güssing, Austria - Raiffeisenbezirksbank Oberwart eGen, Oberwart, Austria Supervisory board functions - UNIQA Insurance Group AG, Vienna, Austria - Neue Eisenstädter gemeinnützige Bau-, Wohn-, und Siedlungsgesellschaft m.b.H., Eisenstadt, Austria
Birgit Noggler	Managing director function - BIN Beteiligungsverwaltungs GmbH, Vienna, Austria Supervisory board functions - NOE Immobilien Development GmbH, St. Pölten, Austria (Chairman) - immigon portfolioabbau ag, Vienna, Austria - B & C Industrieholding GmbH, Vienna, Austria - B & C LAG Holding GmbH, Vienna, Austria
Johannes Ortner	Management board function - Raiffeisen-Landesbank Tirol AG, Innsbruck, Austria (Chairman) Managing director function - Livera Raiffeisen-Immobilien-Leasing Gesellschaft m.b.H., Innsbruck, Austria
Günther Reibersdorfer	Management board function - Raiffeisenverband Salzburg eGen, Salzburg, Austria Supervisory board functions - GEISLINGER GmbH, Hallwang, Austria - Porsche Bank Aktiengesellschaft, Salzburg, Austria Managing director function - Agroconsult Austria Gesellschaft m.b.H., Salzburg, Austria

Members of the Supervisory Board delegated by the Staff Council	
Rudolf Korten (Chairman of the Staff Council)	–
Peter Anzeletti-Reikl (First Deputy to the Chairman of the Staff Council)	–
Susanne Unger (Second Deputy to the Chairman of the Staff Council)	–
Gebhard Muster (Third Deputy to the Chairman of the Staff Council)	–
Natalie Egger Grunicke	–
Helge Rechberger	–

Other / state commissioners (*Staatskommissäre*) and government commissioners (*Regierungskommissäre*)

According to § 76 BWG and unless otherwise provided for by law, a state commissioner (*Staatskommissär*) and a deputy must be appointed for a term of office of no more than five years by the Austrian Federal Minister of Finance with respect to credit institutions whose balance sheet total exceeds EUR 1 billion. Re-appointments are permissible. The roles are currently filled by Alfred Lejsek as state commissioner and Anton Matzinger as deputy state commissioner.

A government commissioner (*Regierungskommissar*) and a deputy are appointed by the Federal Ministry of Finance for a period of no more than five years. Re-appointments are permissible. It is their task to audit cover pools according to the Austrian Act on Covered Bank Bonds (*Gesetz betreffend fundierte Bankschuldverschreibungen – "FBSchVG"*) The roles are currently filled by Dietmar Schuster as government commissioner and Josef Dorfinger as deputy government commissioner.

Source: Internal data.

5.2. Administrative, Management and Supervisory bodies' Potential Conflicts of Interest

RBI is not aware of any undisclosed respectively unmanaged conflicts of interest between the obligations of the Supervisory Board members and/or the Management Board members and their private or other interests.

In addition, the Issuer has internal guidelines pursuant to the Austrian Securities Supervision Act 2018 (*Wertpapieraufsichtsgesetz 2018 – WAG 2018*) as well as compliance rules (taking into account respective Austrian legal provisions as well as the EBA Guidelines for internal governance (EBA/GL/2017/11), the Joint ESMA and EBA Guidelines on the assessment of suitability of members of the management body and key function holders (EBA/GL/2017/12), the ECB Guide to fit and proper assessments and the Fit & Proper circular letter from the Austrian Financial Market Authority) in place regulating the management of conflicts of interest and the ongoing application of such guidelines and rules. Their objective is to prevent conflicts of interests which may adversely affect the interests of customers or of the Issuer. If any conflicts of interest are identified with respect to the members of the Management Board, Supervisory Board or the upper management level, procedures will be in place or measures will be taken in order to cope with and in particular to disclose such conflicts of interest:

The guidelines and rules relate to potential or actual conflicts which may affect RBI Group, the employees themselves (including management), their spouses/partners, children or other family members living in the same household to the extent that these persons have a close relationship with

customers or other contractual partners (in particular suppliers) or issuers of financial instruments.

Such close relationship may arise from a contractual relationship exceeding the scope of everyday transactions or from a direct or indirect shareholding equal to or exceeding 1 per cent. of the share capital or representing a value of EUR 100,000 or more (on an accumulated basis in case of an indirect holding), membership of any managing or supervisory body (Managing Director, Management Board or Supervisory Board member, etc.), any other opportunity, as determined by the relevant person, to exert a material influence on management or under a general commercial power of attorney (*Prokura*).

Each member of the Management Board must – according to the Austrian Corporate Governance Code – immediately disclose any conflict of interest to the Supervisory Board and inform the other members of the Management Board of the conflict. Management Board members may hold offices, including supervisory board positions in unrelated companies, subject only to the approval of the Working Committee (*Arbeitsausschuss*) of the Supervisory Board.

The various functions held by the members of the Supervisory Board might cause a potential conflict of interest in specific circumstances. However, the members of the Supervisory Board are required to disclose immediately any conflict of interest to the Chairman of the Supervisory Board, especially if such conflicts may arise as a result of consultancy services or by holding a board position with a business partner. In the event that the Chairman himself should encounter a conflict of interest, he must report this immediately to the Deputy Chairman.

No family ties between the members of the Management Board or Supervisory Board or any senior managers of the Issuer exist, except for Heinrich Schaller and Martin Schaller who are brothers.

No potential conflict of interests exists in respect of any member of the Management Board or Supervisory Board between his duties to the Issuer and his private or other duties. Members of the Management Board or Supervisory Board may enter into business transactions with RBI Group in the ordinary course of business on an arm's length basis.

Individual members of the Management and the Supervisory Board own capital stock of the Issuer or of its subsidiaries.

Members of the Management Board of RBI serving on the management boards or supervisory boards of or performing any similar functions in other companies/foundations (see section "5.1. *Members of the administrative, management and supervisory bodies of RBI*" above) may in individual cases be confronted with conflicts of interest arising in the context of RBI Group's banking operations if the Issuer maintains active business relations with such other companies.

Conflicts of interest may also arise if Supervisory Board members of RBI are members of the supervisory boards or management boards of companies competing with RBI.

Generally, members of the Issuer's executive bodies serving on management or supervisory boards outside RBI Group, including customers of and investors in RBI Group as well as companies of the Raiffeisen banking group Austria not related on a group level with RBI Group, may, in individual cases, be confronted with potential conflicts of interest if the Issuer maintains active business relations with said companies.

To the extent that members of executive bodies simultaneously serve on the management or supervisory boards of companies outside RBI Group, such companies (including customers of and investors in RBI Group as well as companies of the Raiffeisen banking group Austria not related on a group level with RBI Group) may also compete with RBI.

6. MAJOR SHAREHOLDERS

6.1. Shareholders of RBI

RBI is majority-owned by the Raiffeisen Regional Banks which jointly hold approximately 58.8 per cent. of RBI's issued shares as of 31 May 2019. The free float is 41.2 per cent. of RBI's issued shares.

RBI's nominal share capital consists of 328,939,621 shares, all of which are outstanding with equal voting rights. The following table sets forth the percentage of outstanding shares beneficially owned by RBI's principal shareholders, the Raiffeisen Regional Banks. To RBI's knowledge, no other shareholder beneficially owns more than 4 per cent. of RBI's shares. Raiffeisen Regional Banks do not have voting rights that differ from other shareholders.

Shareholders of RBI* (ordinary shares held directly and/or indirectly)	Per cent. of share capital
RAIFFEISEN LANDESBANK NIEDERÖSTERREICH-WIEN AG	22.6 per cent.
Raiffeisen-Landesbank Steiermark AG	10.0 per cent.
Raiffeisen Landesbank Oberösterreich Aktiengesellschaft	9.5 per cent.
Raiffeisen Landesbank Tirol AG	3.7 per cent.
Raiffeisenverband Salzburg eGen	3.6 per cent.
Raiffeisenlandesbank Kärnten - Rechenzentrum und Revisionsverband regGenmbH	3.5 per cent.
Raiffeisenlandesbank Burgenland und Revisionsverband regGenmbH	3.0 per cent.
Raiffeisenlandesbank Vorarlberg Waren- und Revisionsverband regGenmbH	2.9 per cent.
Sub-total Raiffeisen Landesbanken	58.8 per cent.
Sub-total free float	41.2 per cent.
Total	100 per cent.

*) excluding 322,204 treasury shares

Source: Internal data, as of 30 June 2019

6.2. Arrangements, known to RBI, the operation of which may at a subsequent date result in a change in control of RBI

At the date of this Base Prospectus, there are no arrangements, known to RBI, the operation of which may at a subsequent date result in a change in control of RBI.

7. FINANCIAL INFORMATION AND DOCUMENTS INCORPORATED BY REFERENCE

The specified pages of the following documents which have been previously published or are simultaneously published with this Base Prospectus and which have been filed with the CSSF are incorporated by reference into and form part of this Base Prospectus.

In the information extracted from RBI's financial reports which have been incorporated by reference pursuant to subsections b) ff below,

- (i) the terms "Raiffeisen Bank International (RBI)" or "RBI" refer to "RBI Group" as defined in this Base Prospectus; and
- (ii) the term "RBI AG" refers to "the Issuer" or "RBI" as defined in this Base Prospectus.

Documents incorporated by reference

a. Base Prospectus dated as of 12 October 2018

Terms and Conditions of the notes	pages 234 – 598
– Option I	pages 236 – 337
– Option II	pages 338 – 421
– Option III	pages 422 – 509
– Option IV	pages 510 – 598
– Form of Final Terms	pages 605 – 692

Any information not listed in the cross-reference list above but contained in one of the documents mentioned as source documents in such cross-reference list is pursuant to Article 28(4) of the Prospectus Regulation not incorporated by reference as it is either not relevant for the investor or covered in another part of this Base Prospectus.

b. Translations of the audited consolidated financial statements of RBI for the fiscal year 2017 and of the auditor's report

Extracted from RBI's Annual Report 2017

– Statement of Comprehensive Income	pages 80 – 83
– Statement of Financial Position	page 84
– Statement of Changes in Equity	page 85
– Statement of Cash Flows	pages 86 – 87
– Segment Reporting	pages 88 – 94
– Notes	pages 95 – 247
– Auditor's Report	pages 248 – 253

The Annual Report 2017 of RBI containing the audited consolidated financial statements of RBI for the fiscal year 2017 is made available on the website of the Issuer under

<http://ar2017.rbinternational.com> (in English) and
<http://gb2017.rbinternational.com> (in German)

c. Translations of the audited consolidated financial statements of RBI for the fiscal year 2018 and of the auditor's report

Extracted from RBI's Annual Report 2018

– Statement of Comprehensive Income	pages 87 – 89
– Statement of Financial Position	page 90
– Statement of Changes in Equity	pages 91 – 92
– Statement of Cash Flows	pages 93 – 94
– Segment Reporting	pages 95 – 101
– Notes	pages 102 – 267
– Auditor's Report	pages 268 – 273

The Annual Report 2018 of RBI containing the audited consolidated financial statements of RBI for the fiscal year 2018 is made available on the website of the Issuer under

<http://ar2018.rbinternational.com> (in English) and
<http://gb2018.rbinternational.com> (in German).

d. Translations of the unaudited interim consolidated financial statements of RBI for the three months ended 31 March 2019

Extracted from RBI's First Quarter Report as of 31 March 2019

– Statement of comprehensive income	pages 33 – 34
– Statement of financial position	page 35
– Statement of changes in equity	page 36
– Statement of cash flows	pages 37 – 38
– Segment Reporting	pages 39 – 43
– Notes	pages 44 – 106

The First Quarter Report as of 31 March 2019 of RBI containing the unaudited interim consolidated financial statements of RBI for the three months ended 31 March 2019 is made available on the website of the Issuer under

<http://qr012019.rbinternational.com> (in English) and
<http://zb012019.rbinternational.com> (in German).

The auditor's reports dated 27 February 2018 and 27 February 2019, respectively, regarding the German language annual consolidated financial statements of RBI for the fiscal years 2017 and 2018 do not contain any qualifications. RBI is responsible for the non-binding English language convenience translation of all financial information incorporated by reference as well as any related auditor's reports or reports on a review, as the case may be.

The audited consolidated financial statements of RBI for the fiscal year 2017, incorporated by reference herein, include the following Alternative Performance Measures ("APM"):

Consolidated return on equity – consolidated profit in relation to average consolidated equity, i.e. the equity attributable to the shareholders of RBI. Average equity is based on month-end figures excluding non-controlling interests and does not include current year profit.

Cost/income ratio is an economic metric and shows the company's costs in relation to its income. The ratio gives a clear view of operational efficiency. Banks use the cost/income ratio as an efficiency measure for steering the bank and for easily comparing its efficiency with other financial institutions. General administrative expenses in relation to operating income are calculated for the cost/income ratio. General administrative expenses comprise staff expenses, other administrative expenses and depreciation/amortization of intangible and tangible fixed assets. Operating income comprises net interest income, net fee and commission income, net trading income and recurring other net operating income (i.e. other net operating income less bank levies, impairments of goodwill, releases of negative goodwill, and profit/loss from banking business due to governmental measures).

Effective tax rate (ETR) gives a good understanding of the tax rate the company faces and simplifies comparison among companies. It will often differ from the company's jurisdictional tax rate due to many accounting factors. The effective tax rate of a company is the average rate at which its pre-tax profits are taxed. It is calculated by dividing total tax expense (income taxes) by profit before tax. Total tax expense includes current income taxes and deferred taxes.

Loan/deposit ratio indicates a bank's ability to refinance its loans by deposits rather than wholesale funding. It is calculated with loans and advances to customers less impairment losses, in relation to deposits from customers (in each case less claims and obligations from (reverse) repurchase agreements and securities lending).

Loan to local stable funding ratio (LLSFR) – This ratio includes a wider range of refinancing considering further stable funding. LLSFR is used as a measure for the prudence of a bank indicating the local refinancing structure of subsidiary banks. It is calculated with the sum of total loans and advances to customers less impairment losses on loans and advances to customers, divided by the sum of deposits from non-banks, funding from supranational institutions, capital from third parties and the total outstanding bonds (with an original maturity of at least one year issued by a subsidiary bank to investors outside the bank's consolidated group).

Net interest margin is used for external comparison with other banks as well as an internal profitability measurement of products and segments. It is calculated with net interest income set in relation to average interest-bearing assets (total

assets less trading assets and derivatives, intangible fixed assets, tangible fixed assets, and other assets).

NPE – Non-performing exposure. It contains all non-performing loans according to the applicable definition of the EBA document “Implementing Technical Standards (ITS) on Supervisory Reporting (Forbearance and non-performing exposures)” and comprises all defaulted non-performing loans and non-defaulted non-performing loans (loans without grounds for default pursuant to Article 178 CRR).

NPL – Defaulted, non-performing loans. A default and thus a non-performing loan applies if it can be assumed that a customer is unlikely to fulfil all of its credit obligations to the bank, or if the debtor is overdue at least 90 days on any material credit obligation to the bank (RBI has defined twelve default indicators).

NPE ratio is an economic ratio to demonstrate the proportion of non-defaulted and defaulted non-performing loans according to the applicable EBA definition in relation to the entire loan portfolio of customers and banks. The ratio reflects the quality of the loan portfolio of the bank and provides an indicator for the performance of the bank’s credit risk management.

NPL ratio is an economic ratio to demonstrate the proportion of loans that have been classified as defaulted non-performing in relation to the entire customer loan portfolio. The definition of non-performing has been adopted from regulatory standards and guidelines and comprises in general those customers where repayment is doubtful, a realization of collaterals is expected and which thus have been moved to a defaulted customer rating segment. The ratio reflects the quality of the loan portfolio of the bank and provides an indicator for the performance of the bank’s credit risk management.

NPE coverage ratio describes to which extent, non-defaulted and defaulted non-performing loans have been covered by impairments (Individual loan loss provisions) thus expressing also the ability of a bank to absorb losses from its NPE. It is calculated with impairment losses on loans and advances to customers and banks set in relation to non-defaulted and defaulted non-performing loans to customers and banks.

NPL coverage ratio describes to which extent defaulted non-performing loans have been covered by impairments (individual and portfolio-based loan loss provisions) thus expressing also the ability of a bank to absorb losses from its NPL. It is calculated with impairment losses on loans and advances to customers set in relation to defaulted non-performing loans to customers.

Operating result is used to describe the operative performance of a bank for the reporting period. It consists of operating income less general administrative expenses.

Operating income – It comprises net interest income, net fee and commission income, net trading income and other net operating income (less bank levies, impairments of goodwill, releases of negative goodwill and profit/loss from banking business due to governmental measures).

Other results – Consists of net income from derivatives and liabilities, net income from financial investments, expenses for bank levies, impairment of goodwill, releases of negative goodwill, net income from disposal of Group assets and profit/loss from banking business due to governmental measures reported under other net operating income.

Provisioning ratio is an indicator for development of risk costs and provisioning policy of an enterprise. It is computed by dividing net provisioning for impairment losses by average loans and advances to customers.

Return on assets (ROA before/after tax) is a profitability ratio and measures how efficiently a company can manage its assets to produce profits during a period. It is computed by dividing profit before tax/after tax by average assets (based on total assets, average means the average of year-end figure and the relevant month’s figures).

Return on equity (ROE before/after tax) provides a profitability measure for both management and investors by expressing the net profit for the period as presented in the income statement as a percentage of the respective underlying (either equity related or asset related). Return on equity demonstrates the profitability of the bank on the capital invested by its shareholders and thus the success of their investment. Return on equity is a useful measure to easily compare the profitability of a bank with other financial institutions. Return on the total equity including non-controlling interests, i.e. profit before tax respectively after tax in relation to average equity on the statement of financial position. Average equity is calculated on month-end figures including non-controlling interests and does not include current year profit.

Return on risk-adjusted capital (RORAC) is a ratio of a risk-adjusted performance management and shows the yield on the risk-adjusted capital (economic capital). The return on risk-adjusted capital is computed by dividing consolidated profit by the risk-adjusted capital (i.e. average economic capital). This capital requirement is calculated within the economic capital model for credit, market and operational risk.

The audited consolidated financial statements of RBI for the fiscal year 2018, incorporated by reference herein, include the following APM:

Consolidated return on equity – consolidated profit in relation to average consolidated equity, i.e. the equity attributable to the shareholders of RBI. Average equity is based on month-end figures excluding non-controlling interests and does not include current year profit.

Cost/income ratio is an economic metric and shows the company’s costs in relation to its income. The ratio gives a clear view of operational efficiency. Banks use the cost/income ratio as an efficiency measure for steering the bank and for easily comparing its efficiency with other financial institutions. General administrative expenses in relation to operating income are calculated for the cost/income ratio. General administrative expenses comprise staff expenses, other administrative expenses and depreciation/amortization of intangible and tangible fixed assets. Operating income comprises net interest income, dividend income, net fee and commission income, net trading income and fair value result, net gains/losses from hedge accounting and other net operating income.

Effective tax rate (ETR) gives a good understanding of the tax rate the company faces and simplifies comparison among companies. It will often differ from the company's jurisdictional tax rate due to many accounting factors. The effective tax rate of a company is the average rate at which its pre-tax profits are taxed. It is calculated by dividing total tax expense (income taxes) by profit before tax. Total tax expense includes current income taxes and deferred taxes.

Loan/deposit ratio indicates a bank's ability to refinance its loans by deposits rather than wholesale funding. It is calculated with loans to non-financial corporations and households in relation to deposits from non-financial corporations and households.

Net interest margin is used for external comparison with other banks as well as an internal profitability measurement of products and segments. It is calculated with net interest income set in relation to average interest-bearing assets (total assets less investments in subsidiaries and associates, intangible fixed assets, tangible fixed assets, tax assets and other assets).

NPE – Non-performing exposure. It contains all non-performing loans and debt securities according to the applicable definition of the EBA document Implementing Technical Standards (ITS) on Supervisory Reporting (Forbearance and non-performing exposures) and comprises all defaulted non-performing loans and debt securities and non-defaulted non-performing loans and debt securities (exposures without grounds for default pursuant to Article 178 CRR).

NPL – Defaulted, non-performing loans. A default and thus a non-performing loan pursuant to Article 178 CRR applies if it can be assumed that a customer is unlikely to fulfil all of its credit obligations to the bank, or if the debtor is overdue at least 90 days on any material credit obligation to the bank (for non-retail customers, twelve indicators are used to identify a default event).

NPE ratio is an economic ratio to demonstrate the proportion of non-defaulted and defaulted non-performing loans and debt securities according to the applicable EBA definition in relation to the entire loan portfolio of customers and banks (gross carrying amount) and debt securities. The ratio reflects the quality of the loan portfolio of the bank and provides an indicator for the performance of the bank's credit risk management.

NPL ratio (non-banks) is an economic ratio to demonstrate the proportion of loans that have been classified as defaulted non-performing in relation to the entire customer loan portfolio (gross carrying amount). The definition of non-performing has been adopted from regulatory standards and guidelines and comprises in general those customers where repayment is doubtful, a realization of collaterals is expected and which thus have been moved to a defaulted customer rating segment. The ratio reflects the quality of the loan portfolio of the bank and provides an indicator for the performance of the bank's credit risk management.

NPE coverage ratio describes to which extent, non-defaulted and defaulted non-performing loans and debt securities have been covered by impairments (Individual loan loss provisions – Stage 3) thus expressing also the ability of a bank to absorb losses from its NPE. It is calculated with impairment losses on loans to customers and banks and on debt securities set in relation to non-defaulted and defaulted non-performing loans to customers and banks and debt securities.

NPL coverage ratio describes to which extent defaulted non-performing loans (non-banks) have been covered by impairments (total loan loss provisions) thus expressing also the ability of a bank to absorb losses from its NPL. It is calculated with impairment losses on loans to customers set in relation to defaulted non-performing loans to customers.

Operating result is used to describe the operative performance of a bank for the reporting period. It consists of operating income less general administrative expenses.

Operating income – It comprises net interest income, dividend income, net fee and commission income, net trading income and fair value result, net gains/losses from hedge accounting and other net operating income.

Other result – Consists of impairment/reversal of impairment on investments in subsidiaries and associates, impairment on non-financial assets, negative goodwill recognized in profit or loss, current income from investments in subsidiaries and associates, result from non-current assets and disposal groups classified as held for sale and deconsolidation.

Provisioning ratio is an indicator for development of risk costs and provisioning policy of an enterprise. It is computed by dividing impairment or reversal of impairment on financial assets (customer loans) by average customer loans (categories: financial assets measured at amortized cost and financial assets at fair value through other comprehensive income).

Return on assets (ROA before/after tax) is a profitability ratio and measures how efficiently a company can manage its assets to produce profits during a period. It is computed by dividing profit before tax/after tax by average assets (based on total assets, average means the average of year-end figure and the relevant month's figures).

Return on equity (ROE before/after tax) provides a profitability measure for both management and investors by expressing the net profit for the period as presented in the income statement as a percentage of the respective underlying (either equity related or asset related). Return on equity demonstrates the profitability of the bank on the capital invested by its shareholders and thus the success of their investment. Return on equity is a useful measure to easily compare the profitability of a bank with other financial institutions. Return on the total equity including non-controlling interests, i.e. profit before tax respectively after tax in relation to average equity on the statement of financial position. Average equity is calculated on month-end figures including non-controlling interests and does not include current year profit.

Return on risk-adjusted capital (RORAC) is a ratio of a risk-adjusted performance management and shows the yield on the risk-adjusted capital (economic capital). The return on risk-adjusted capital is computed by dividing consolidated profit by the risk-adjusted capital (i.e. average economic capital). This capital requirement is calculated within the

economic capital model for credit, market and operational risk.

The documents incorporated by reference starting from the unaudited interim consolidated financial statements of RBI for the three months ended 31 March 2019 include the following APM:

Consolidated return on equity – consolidated profit in relation to average consolidated equity, i.e. the equity attributable to the shareholders of RBI. Average equity is based on month-end figures excluding non-controlling interests and does not include current year profit.

Cost/income ratio is an economic metric and shows the company's costs in relation to its income. The ratio gives a clear view of operational efficiency. Banks use the cost/income ratio as an efficiency measure for steering the bank and for easily comparing its efficiency with other financial institutions. General administrative expenses in relation to operating income are calculated for the cost/income ratio. General administrative expenses comprise staff expenses, other administrative expenses and depreciation/amortization of intangible and tangible fixed assets. Operating income comprises net interest income, dividend income, net fee and commission income, net trading income and fair value result, net gains/losses from hedge accounting and other net operating income.

Effective tax rate (ETR) gives a good understanding of the tax rate the company faces and simplifies comparison among companies. It will often differ from the company's jurisdictional tax rate due to many accounting factors. The effective tax rate of a company is the average rate at which its pre-tax profits are taxed. It is calculated by dividing total tax expense (income taxes) by profit before tax. Total tax expense includes current income taxes and deferred taxes.

Loan/deposit ratio indicates a bank's ability to refinance its loans by deposits rather than wholesale funding. It is calculated with loans to non-financial corporations and households in relation to deposits from non-financial corporations and households.

Net interest margin is used for external comparison with other banks as well as an internal profitability measurement of products and segments. It is calculated with net interest income set in relation to average interest-bearing assets (total assets less investments in subsidiaries and associates, intangible fixed assets, tangible fixed assets, tax assets and other assets).

NPE – Non-performing exposure. It contains all non-performing loans and debt securities according to the applicable definition of the EBA document Implementing Technical Standards (ITS) on Supervisory Reporting (Forbearance and non-performing exposures) and comprises all defaulted non-performing loans and debt securities and non-defaulted non-performing loans and debt securities.

NPL – Non-performing loans. It contains all non-performing loans according to the applicable definition of the EBA document Implementing Technical Standards (ITS) on Supervisory Reporting (Forbearance and non-performing exposures) and comprises all defaulted non-performing loans and non-defaulted non-performing loans.

NPE ratio is an economic ratio to demonstrate the proportion of non-defaulted and defaulted non-performing loans and debt securities according to the applicable EBA definition in relation to the entire loan portfolio of customers and banks (gross carrying amount) and debt securities. The ratio reflects the quality of the loan portfolio of the bank and provides an indicator for the performance of the bank's credit risk management.

NPL ratio is an economic ratio to demonstrate the proportion of non-defaulted and defaulted non-performing loans according to the applicable EBA definition in relation to the entire loan portfolio of customers and banks. The ratio reflects the quality of the loan portfolio of the bank and provides an indicator for the performance of the bank's credit risk management.

NPE coverage ratio describes to which extent, non-defaulted and defaulted non-performing loans and debt securities have been covered by impairments (stage 3) thus expressing also the ability of a bank to absorb losses from its NPE. It is calculated with impairment losses on loans to customers and banks and on debt securities in relation to non-defaulted and defaulted nonperforming loans to customers and banks and debt securities.

NPL coverage ratio describes to which extent, non-defaulted and defaulted non-performing loans have been covered by impairments (stage 3) thus expressing also the ability of a bank to absorb losses from its NPE. It is calculated with impairment losses on loans to customers and banks set in relation to non-defaulted and defaulted non-performing loans to customers and banks.

Operating result is used to describe the operative performance of a bank for the reporting period. It consists of operating income less general administrative expenses.

Operating income – It comprises net interest income, dividend income, net fee and commission income, net trading income and fair value result, net gains/losses from hedge accounting and other net operating income.

Other result – Consists of impairment/reversal of impairment on investments in subsidiaries, joint ventures and associates, impairment on non-financial assets, negative goodwill recognized in profit or loss, current income from investments in subsidiaries and associates, result from non-current assets and disposal groups classified as held for sale and deconsolidation.

Provisioning ratio is an indicator for development of risk costs and provisioning policy of an enterprise. It is computed by dividing impairment or reversal of impairment on financial assets (customers loans) by average loans to customers (categories: financial assets measured at amortized cost and financial assets at fair value through other comprehensive income).

Return on assets (ROA before/after tax) is a profitability ratio and measures how efficiently a company can manage its assets to produce profits during a period. It is computed by dividing profit before tax/after tax by average assets (based on total assets, average means the average of year-end figure and the relevant month's figures).

Return on equity (ROE before/after tax) provides a profitability measure for both management and investors by expressing the net profit for the period as presented in the income statement as a percentage of the respective underlying (either equity related or asset related). Return on equity demonstrates the profitability of the bank on the capital invested by its shareholders and thus the success of their investment. Return on equity is a useful measure to easily compare the profitability of a bank with other financial institutions. Return on the total equity including non-controlling interests, i.e. profit before tax respectively after tax in relation to average equity on the statement of financial position. Average equity is calculated on month-end figures including non-controlling interests and does not include current year profit.

Return on risk-adjusted capital (RORAC) is a ratio of a risk-adjusted performance management and shows the yield on the risk adjusted capital (economic capital). The return on risk-adjusted capital is computed by dividing consolidated profit by the risk adjusted capital (i.e. average economic capital). This capital requirement is calculated within the economic capital model for credit, market and operational risk.

Any information not listed in the cross-reference list above but contained in one of the documents mentioned as source documents in such cross-reference list is pursuant to Article 28(4) of the Prospectus Regulation not incorporated by reference as it is either not relevant for the investor or covered in another part of this Base Prospectus.

Documents incorporated by reference have been published on RBI's website www.rbinternational.com. Copies of all of the documents which are incorporated herein by reference will be available free of charge at the office of RBI at Am Stadtpark 9, 1030 Vienna, Austria. The latest audited financial information covers the business year ending on 31 December 2018.

8. LEGAL AND ARBITRATION PROCEEDINGS

From time to time, the Issuer and other members of the RBI Group are party to certain legal, governmental or arbitration proceedings before various courts and governmental agencies arising in the ordinary course of business involving contractual, labour and other matters. There is also a tendency, in particular in the aftermaths of the financial market and economic crisis, towards a more aggressive behaviour on the part of competitors in the context of legal or other disputes. This also applies to credit institutions with whom an agreement could be reached in the past as well as to credit institutions with whom RBI Group maintains business relationships in connection with syndicated loan facilities where it acts, *inter alia*, as co-manager or agent.

The following is a description of the most significant proceedings in which RBI Group is currently involved:

8.1. Following the insolvency of Alpine Holding GmbH ("**Alpine**") in 2013, a number of lawsuits were filed by retail investors in Austria against RBI and another credit institutions in connection with a bond which had been issued by Alpine in 2012 in an aggregate principal amount of EUR 100 million. The claims against RBI, filed either directly or by investors represented by a "class action association", amount to approximately EUR 10 million of value in dispute. Among others, it is claimed that the banks acted as joint lead managers of the bond issue and were or at least should have been aware of the financial problems of Alpine at the time of the issue. Thus, they should have known that Alpine was not in a position to redeem the bonds as set forth in the terms and conditions of the bonds. It is alleged that the capital market prospectus in relation to the bond issue was misleading and incomplete and that the joint lead managers including RBI, which were also involved in the preparation of the prospectus, were aware of that fact.

8.2. RBI has been a member of two bank consortiums which granted loans to Alpine Bau GmbH in 2009 and 2010. These credit claims are partly secured by payment guarantees issued by the Republic of Austria. After the opening of insolvency proceedings over the borrower the guarantee holders requested payment under the guarantees, but the Republic of Austria refused to pay. Thus, the banks initiated lawsuits against the issuer of the guarantees in August 2013. In these litigations RBI claims payments of the Republic of Austria in the aggregate amount of approximately EUR 20.3 million. The lawsuits are, in different stages, still pending.

8.3. In March 2018, an administrative fine of EUR 2.7 million (which has been calculated by reference to the annual consolidated turnover of RBI and constitutes 0.06 per cent. of the last available annual consolidated turnover) was imposed on RBI in the course of administrative proceedings based on alleged non-compliance with formal documentation requirements relating to the know-your-customer principle. According to the interpretation of the Austrian Financial Market Authority ("FMA") RBI failed to comply with these administrative obligations in a few individual cases. RBI takes the view that it has duly complied with all due diligence obligations regarding know-your-customer requirements and appealed against the fining order in its entirety. FMA does not state that any money laundering or other crime had occurred, or that there was any suspicion of, or any relation to, any criminal act.

8.4. In August 2018, RBI noted that a corporate customer, which was in default under a loan granted by RBI, filed in Jakarta, Indonesia, a lawsuit against RBI as well as some of its officers and employees (including one board member). The lawsuit related to the aforementioned distressed loan. The plaintiff claimed that RBI's attempts to recover or sell the loan would have damaged its reputation and deteriorated its funding possibilities, seeking the annulment of the loan agreement and additional payment of damages. The legal dispute has been resolved by way of out-of-court settlement in April 2019.

8.5. In 2018 RBI instigated legal proceedings in London/UK against, inter alia, a company and a law firm, primarily based on claims of RBI for performance of contractual obligations, or for damages due to non-performance of contractual obligations, in an amount of approximately USD 70 million plus interest, costs and expenses. The proceedings are currently pending at an early stage.

8.6. Legal action was filed against RZB (prior to the Merger) and Raiffeisen Investment AG ("RIAG") (prior to the Merger) in New York. The claimant alleged that RBI, in its capacity as universal successor to RZB, had unlawfully paid USD 150,000 on a bid bond and that RIAG had been involved in a fraud committed by the Serbian privatisation agency resulting in a damage in the range of USD 31 million to USD 52 million. According to the defendants' and Issuer's assessment the claim is unfounded and very unlikely to succeed. In February 2014, the action was dismissed and the plaintiff filed a Motion for Reconsideration with the court which was pending for several years. In 2018 this case has been assigned to a new judge and is now again pending in New York. The defendants' and Issuer's assessment of the claim remains unchanged.

8.7. RBI was served with a lawsuit by the Romanian Ministry of Traffic against RBI and Banca de Export Import a Romaniei Eximbank SA ("**EximBank**") regarding payment of EUR 10 million in May 2017. According to the lawsuit, in the year 2013, RBI issued a letter of credit on the amount of EUR 10 million for the benefit of the Romanian Ministry of Traffic on the request of a Romanian customer of RBI's Romanian Network Bank Raiffeisen Bank S.A., Bucharest. EximBank acted as advising bank of RBI in Romania. The Romanian Ministry of Traffic had sent a payment request under the mentioned letter of credit in March 2014 which had been denied by RBI as having been received after termination date thereof. In April 2018, the lawsuit has been rejected as unfounded by the court of first instance.

8.8. In May 2017, a subsidiary holding company of RBI has been sued for an amount of approximately EUR 12 million in Austria for breach of warranties under a share purchase agreement relating to a real estate company. The claimant, i.e. the purchaser under the share purchase agreement, alleges the breach of a warranty, more precisely it alleges the defendant warranted that the company sold under the share purchase agreement had not waived potential rental payment increases to which it may have been entitled.

8.9. In 2017, a client of an indirect subsidiary of Raiffeisen-Leasing GmbH ("**RL Subsidiary**") launched a claim for damages in the amount of approximately EUR 10.8 million and alleged that damage was caused by RL Subsidiary's breach of duties under a leasing contract. According to the assessment of RL Subsidiary and its lawyers, these claims are not justified in substance and, in addition, already became time-barred in 2011. In April 2019 the court rejected the plaintiff's claim. The plaintiff has filed an appeal in the amount of EUR 3.5 million.

8.10. In September 2017, RBI, together with Raiffeisenbank Austria, d.d., Croatia ("**RBHR**"), filed a request for arbitration with the International Centre for Settlement of Investment Disputes in Washington, DC against the Republic of Croatia. The claimants, RBI and RBHR, have initiated this arbitration against Croatia to obtain relief under the Austrian-Croatian investment protection treaty for Croatia's breaches of its obligations under that treaty in connection with legislation concerning the conversion of CHF loans. Among other things the claimants argue that Croatia has failed to afford the claimants fair and equitable treatment and has breached its obligation to treat foreign investors and investments no less favourably than its own national investors and investments.

In June 2019, RBI and RBHR filed (with the Commercial Court of Zagreb) a joint lawsuit against the Republic of Croatia, claiming essentially compensation for damages in the amount of EUR 60 million (plus interest and costs) resulting from Croatia's breaches of its obligation under European Union law in connection with the Croatian legislation concerning the conversion of CHF-loans.

8.11. In December 2016, a French company filed a law suit at the commercial court in Paris against Raiffeisen Bank Polska S.A. ("**RBPL**"), the former Polish subsidiary of RBI, and RBI. The French company claimed damages from both banks in the aggregate amount of EUR 15.3 million alleging that RBPL failed to comply with duties of care when opening an account for a certain customer and executing money transfers through this account, and that RBI acted as a correspondent bank in this context and failed to comply with duties of care when doing so. In the meantime, the lawsuit was withdrawn by the plaintiff for reasons of jurisdiction of court.

In December 2017, a lawsuit of the same content as set out above was filed against RBPL and RBI at the commercial court in Warsaw. As regards the lawsuit against RBI, the commercial court in Warsaw declined jurisdiction in May 2019. The decision may still be appealed.

In the course of the sale of the core banking operations of RBPL by way of demerger to Bank BGZ BNP Paribas S.A. in 2018 (for further details see chapter 2.2 "Strategy", "*Sale of Raiffeisen Bank Polska S.A. and establishment of a branch of RBI in Poland*"), the lawsuit against RBPL was allocated to Bank BGZ BNP Paribas S.A. However, RBI agreed to fully indemnify Bank BGZ BNP Paribas S.A. for any negative financial consequences in connection with said proceedings.

8.12. In June 2012, a client (the "**Slovak Claimant**") of the Issuer's subsidiary in Slovakia, Tatra banka, a.s. ("**Tatra banka**") filed a petition for compensation of damage and lost profits in the amount of approximately EUR 71 million. The lawsuit is connected with certain credit facilities agreements entered into between Tatra banka and the Slovak Claimant. The Slovak Claimant claims that Tatra banka breached its contractual obligations by refusing to execute payment orders from the Slovak Claimant's accounts without cause and by not extending the maturity of facilities despite a previous promise to do so, which led to non-payment of the Slovak Claimant's obligations towards its business partners and the termination of the Slovak Claimant's business activities. In February 2016, the Slovak Claimant filed a petition for increasing the claimed amount by EUR 50 million but the court refused this petition. A constitutional appeal was filed regarding this court's decision. The constitutional court refused this appeal and rejected the proposed increase of the claimed amount. In December 2017, Tatra banka was delivered a new claim amounting to EUR 50 million, based on the same grounds as the increasing petition from February 2016. This new claim was joined to the original claim. Thus, the Slovak Claimant in this lawsuit demanded compensation of damage and lost profits in the amount of approximately EUR 121 million. In February 2018, the court of first instance rejected the petition in full. The Slovak Claimant, which by law is now the trustee in the Slovak Claimant's bankruptcy proceedings, as the Slovak Claimant has become bankrupt, launched an appeal against the rejection. In September 2018, the appellate court upheld the decision of the first-instance court and confirmed the rejection of the claim in full. In January 2019, the Slovak Claimant filed an extraordinary appeal with the Supreme Court of the Slovak Republic but the extraordinary appeal was refused by the Supreme Court in April 2019.

Furthermore, a Cypriot company (the "**Cypriot Claimant**") filed a separate action for damages in the amount of approximately EUR 43.1 million. In January 2016, the Cypriot Claimant filed a petition for

increasing the claimed amount by EUR 84 million and the court approved this petition. It means that the total claimed amount in this lawsuit is approximately EUR 127 million. This lawsuit is connected with the proceeding of the Slovak Claimant above because the Cypriot Claimant having filed the action had acquired the claim from a shareholder of the holding company of the Slovak Claimant. Subject matter of the claim is the same as in the proceeding above. According to the Cypriot Claimant, this had caused damage to the Slovak Claimant and, thus, also to the shareholder of the holding company in the form of a loss of value of its shares. Subsequently, said shareholder assigned his claim to the Cypriot Claimant. The Cypriot Claimant claims that Tatra banka acted contrary to the good morals as well as contrary to fair business conduct and requires Tatra banka to pay part of its claims corresponding to the loss in value of the holding company's shares.

8.13. Following an assignment of Tatra banka's receivable (approximately EUR 3.5 million) against a corporate customer to an assignee, two lawsuits in the total amount of approximately EUR 18.6 million were filed by the original shareholders of the corporate customer against Tatra banka. Their shares in the corporate customer had been pledged as security for a financing provided by Tatra banka to the corporate customer. The claims are claims for compensation of damages which were incurred by the original shareholders as a consequence of an alleged late notification of the assignment to the original shareholders, the fact that the assignee had realized the pledge over the shares and, thus, the original shareholders ceased to be the shareholders of the corporate customer as well as the fact that the assignee had realized a mortgage over real estates of the corporate customer (which had also been created as a security for the financing provided by Tatra banka to the corporate customer). The original shareholders claimed that the value of the corporate customer was EUR 18.6 million and that this amount would represent the damage incurred by them due to the assignment of Tatra banka's claim against the corporate customer.

Subsequently, the original shareholders assigned their claims under the lawsuits mentioned above to a Panamanian company which is now the plaintiff. The plaintiff claims that Tatra banka had acted in contradiction of good faith principles and that it had breached an obligation arising from the Slovak Civil Code.

8.14. In 2011, a client of Raiffeisenbank Austria, d.d., Croatia ("**RBHR**") launched a claim for damages in the amount of approximately HRK 143.5 million and alleged that damages have been caused by an unjustified termination of the loan. In February 2014, the commercial court in Zagreb issued a judgment by which the claim was declined. The plaintiff launched an appeal against this judgment which is not finally decided.

8.15. In 2015, a former client of RBHR launched a claim for damages in the amount of approximately HRK 181 million based on the allegation that RBHR had acted fraudulently by terminating loans, which had been granted for the financing of the client's hotel business, without justification. In previous court proceedings in respect of the termination of the loans as well as the enforcement over the real estate, all final judgments were in favor of RBHR. Several hearings were held as well as submissions exchanged. So far, no ruling was passed.

8.16. From 2014 onwards, a group of former clients of RBHR launched several claims for damages in the amount of approximately HRK 120.7 million based on the allegation that RBHR had acted fraudulently by terminating and collecting loans. In some of the court proceedings the final court decisions were issued by which the claims (in the amount of approximately HRK 20 million) were declined.

8.17. In spring 2018, Raiffeisen Factoring Ltd. ("**RFHR**"), a subsidiary of RBHR, sued a client for payment of approximately HRK 131.4 million. RFHR claims that the client had factored its trade receivables with RFHR on a recourse factoring basis but failed to pay when its recourse obligation fell due.

8.18. In 2015, various plaintiffs launched two lawsuits against the Issuer's Romanian Network Bank Raiffeisen Bank S.A., Bucharest, claiming damages in the amount of RON 45 million and RON 35 million, respectively, based on the allegation that unfair terms in credit agreements had been used. According to the defendant's assessment, the RON 45 million claim was filed outside legal deadlines.

In late 2015, the RON 45 million claim was split into over 180 separate litigations and the RON 35 million claim was also split into over 160 individual cases. A major part of the individual litigations were won by Raiffeisen Bank S.A. on the merits meanwhile, part of them are already finally closed.

8.19. In 2015, a former client of the Issuer's Network Bank in the Czech Republic, Raiffeisenbank a.s. ("**RBCZ**"), launched a lawsuit against RBCZ claiming damages in the amount of approximately CZK 371 million based on the allegation that RBCZ caused damage to him by refusing to provide further financing to him. Owing to the non-payment of court fees by the claimant, a court ruling on dismissal of the lawsuit was issued but has been appealed by the claimant. In the meantime, the court has united two proceedings launched by the claimant against RBCZ and therefore the sued amount has increased to approximately CZK 494 million.

8.20. In May 2017, RBCZ and Raiffeisen - Leasing, s.r.o. were approached by a Czech leasing company ("**Czech Leasing**") demanding CZK 1,057,114,000 on the basis that RBCZ and Raiffeisen - Leasing, s.r.o. had allegedly: (i) contrived and fundamentally contributed to a mass leaving of Czech Leasing employees; and (ii) organized the setting up of a new company where most of the leaving employees of the Czech Leasing have found a new job; and (iii) had been poaching customers from the Czech Leasing. In June 2017, a lawsuit for such claim in the above-mentioned amount was filed by Czech Leasing against RBCZ and Raiffeisen - Leasing, s.r.o. at the City Court of Prague. In January 2019 the court announced a judgment in which all claims of Czech Leasing were dismissed. Czech Leasing filed an appeal against this judgment.

8.21. In April 2018, Raiffeisen Bank Polska S.A. ("**RBPL**"), the former Polish subsidiary of RBI, obtained the lawsuit filed by a former client claiming an amount of approximately PLN 203 million. According to the plaintiff's complaint, RBPL blocked the client's current overdraft credit financing account for 6 calendar days in 2014 without the formal justification. The plaintiff claims that the blocking of the account resulted in losses and lost profits due to a periodic disruption of the client's financial liquidity, the inability to replace loan-based funding sources with financing streams originating from other sources on the blocked account, a reduction in inventory and merchant credits being made available and generally a resulting deterioration of the client's financial results and business reputation. RBPL contended that the blocking was legally justified and implemented upon the information obtained.

In the course of the sale of the core banking operations of RBPL by way of demerger to Bank BGZ BNP Paribas S.A. in 2018 (see section 2.2 "*Strategy*", "*Sale of Raiffeisen Bank Polska S.A. and establishment of a branch of RBI in Poland*"), the lawsuit against RBPL was allocated to Bank BGZ BNP Paribas S.A. However, RBI remains commercially responsible for negative financial consequences in connection with said proceeding.

8.22. In September 2018, administrative fines of total EUR 13.12 million were imposed on RBPL in the course of administrative proceedings based on alleged non-performance of the duties as the depository and liquidator of certain investment funds. RBPL as custodian of investment funds assumed the role as liquidator of certain funds in spring 2018. According to the interpretation of the Polish Financial Supervision Authority ("**PFSA**") RBPL failed to comply with certain obligations in its function as depository bank and liquidator of the funds. In the course of the transactions related to the sale of RBPL (see section "2.2 *Strategy*", "*Sale of Raiffeisen Bank Polska S.A. and establishment of a branch of RBI in Poland*"), the responsibility for said administrative proceedings and related fines was assumed by RBI. RBI takes the view that RBPL has duly complied with all its duties and accordingly appeals were filed against these fines in their entirety.

8.23. RBI as a legal successor to RBPL and currently operating in the territory of the Republic of Poland through a branch, is defendant in a number of ongoing civil lawsuits concerning mortgage loans denominated in or indexed to Swiss Franc and Euro. The number of such lawsuits is still increasing.

In this context, the District Court in Warsaw requested the Court of Justice of the European Union to issue a preliminary ruling regarding the consequences of considering the contractual provisions which stipulate the amount and manner of performance of an obligation by the parties to be unfair in case of

a consumer mortgage loan denominated in Polish zloty but indexed to foreign currency. Due to the request for a preliminary ruling, in many cases, similar proceedings in regional and district courts in Poland have been suspended until the preliminary ruling of the Court of Justice of the European Union is issued.

Mid of May 2019, the Advocate General issued his opinion on the case. The Advocate General held in the opinion that the national courts must determine the unfair nature of a condition in an agreement and assess whether it is possible to maintain a contract after the removal of and without an unfair condition; in such assessment the national courts should also consider that the will of a consumer as borrower, who considers that the annulment of the relevant agreement is not detrimental to him, outweigh the maintenance of the relevant contract in force and the replacement of unfair terms. The national courts are however precluded from supplementing the contractual gaps arising from the removal of such unfair contract terms by way of reference to provisions of national law of a general nature such as principles of equity (rules of social conduct) or established customs. Such an opinion is neither binding on the judges of the Court of Justice of the European Union nor on the judges of national courts, but is taken into consideration while undertaking the preliminary judgement by the Court of Justice of the European Union.

8.24. In 2019, RBI and members of the RBI Group are or are expected to be involved in various tax audits, tax reviews and tax proceedings.

In Germany, this has led to or may lead to an extraordinary tax burden of approximately EUR 23.2 million. Additionally, late payment interest and penalty payments may be imposed.

In Romania, this has resulted in or may result in an extraordinary tax burden in an aggregate amount of approximately EUR 33.1 million. Additionally, late payment interest and penalty payments may be imposed. In the vast majority of the aforementioned amounts, the decision of the respective tax authorities is or will be challenged.

8.25. In July 2019, a former corporate customer ("Claimant") of RBI filed a request for arbitration with the International Court of Arbitration of the International Chamber of Commerce, claiming from RBI payment of USD 25 million plus damages, interest and costs. The dispute relates to a guarantee of a third party, which served as a security for a loan granted by RBI to the Claimant in 1998. The Claimant defaulted under the loan, whereupon RBI claimed payment under the guarantee. In 2015 a settlement was reached between RBI and the guarantor as to the claims of RBI under the guarantee. RBI applied all monies received from the guarantor towards payment by the Claimant under the loan. In its request for arbitration, the Claimant alleges (inter alia) that the settlement was detrimental to it, and that RBI would be obliged to transfer the monies received from the guarantor to the Claimant. RBI takes the view that the claims raised by the Claimant are baseless. The amount still outstanding from the Claimant to RBI under the loan (after deduction of the monies received from the guarantor) is a multiple of USD 25 million.

Save as disclosed in this section "*8. Legal and Arbitration Proceedings*" and based on the Issuer's and RBI Group's current assessment of the facts and legal implication, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months prior to the date of this Base Prospectus, which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer.

9. SIGNIFICANT CHANGE IN THE FINANCIAL POSITION OF THE GROUP

No significant change in the financial position of RBI Group has occurred since 31 March 2019.

10. MATERIAL CONTRACTS

The Raiffeisen Regional Banks and certain subsidiaries of the Raiffeisen Regional Banks are parties to a syndicate agreement regarding RBI. As a result of the syndicate agreement, the voting rights in relation to shares in RBI (corresponding to approximately 58.8 per cent. of the issued shares) are mutually attributable to the Raiffeisen Regional Banks and their subsidiaries as acting in concert (§ 1(6) Austrian Takeover Act (*Übernahmegesetz* – "**ÜbG**") pursuant to §§ 130, 133(7) of the Austrian Stock Exchange Act 2018 (*Börsengesetz 2018* – "**BörseG 2018**"). A corresponding attribution to the

controlling shareholders of individual Raiffeisen Regional Banks pursuant to §§ 130, 133(4) BörseG 2018 is made.

The terms of the syndicate agreement include a block voting agreement in relation to the agenda of the shareholders' meeting of RBI, pre-emption rights and a contractual restriction on sales of the RBI shares held by the Raiffeisen Regional Banks (with a few exceptions) for a period of three years from the effective date of the Merger 2017 between RZB and RBI if the sale would directly and/or indirectly reduce the Raiffeisen Regional Banks' aggregate shareholding in RBI to less than 50 per cent. of the share capital plus one share (after expiry of the three-year period, to be reduced to 40 per cent. of RBI's share capital). Further, the Raiffeisen Regional Banks are entitled to nominate nine members of the RBI Supervisory Board.

RBI is a member of an institutional protection scheme ("IPS"), the Federal IPS, which besides RBI comprises of the Raiffeisen Regional Banks, RAIFFEISEN-HOLDING NIEDERÖSTERREICH-WIEN registrierte Genossenschaft mit beschränkter Haftung, Posojilnica Bank eGen as well as RBI's subsidiaries Raiffeisen Wohnbaubank Aktiengesellschaft and Raiffeisen Bausparkasse Gesellschaft m.b.H. Pursuant to Article 113(7) and Article 49(3) of the CRR an IPS is required to ensure the solvency and liquidity of its members. For further details of the Federal IPS reference is made to the section "3.1.4. Federal Institutional Protection Scheme".

With respect to RBI's membership in the RKÖ, reference is made to the section "3.1.2. Raiffeisen-Kundengarantiegemeinschaft Österreich (RKÖ) (voluntary customer guarantee scheme)".

In 2004, RZB had issued hybrid capital via a special purpose vehicle incorporated in Jersey. The issue proceeds were on-lent in the form of supplementary capital (*Ergänzungskapital*) by the Jersey special purpose vehicle originally to RZB, which – as the superordinated credit institution (*übergeordnetes Kreditinstitut*) of the RZB credit institution group – was entitled to show the hybrid capital in its consolidated accounts. In connection with the Merger 2010, the supplementary capital subscribed by the Jersey special purpose vehicle was transferred to RBI. In connection with the Merger 2017, RBI as RZB's universal successor and new superordinated credit institution (*übergeordnetes Kreditinstitut*) assumed all of RZB's rights and liabilities under the hybrid capital, including RZB's obligations under the support agreement entered into between RZB and the Jersey special purpose vehicle for the benefit of the holders of the hybrid capital notes. The outstanding aggregate principal amount of the hybrid capital was approximately EUR 90.5 million as of 31 December 2017.

In the ordinary course of its business, members of RBI Group enter into a variety of contracts with various other entities. Other than set forth above, RBI has not entered into any material contracts outside the ordinary course of its business which could result in any group member being under an obligation or entitlement that has a material adverse impact on RBI's ability to meet its obligations under the Notes.

11. THIRD PARTY INFORMATION

If and to the extent information contained in this Base Prospectus, as supplemented from time to time, has been sourced from a third party, RBI confirms that to the best of its knowledge this information has been accurately reproduced and that, so far as RBI is aware and able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

12. DOCUMENTS ON DISPLAY

This Base Prospectus, any supplements hereto and the documents incorporated herein by reference are available on RBI's website (www.rbinternational.com) and on the website of the Luxembourg Stock Exchange (www.bourse.lu). The day of such first publication is deemed to be the valid day of publication.

This Base Prospectus is valid for a period of twelve months from the date of its approval. For the period of validity of this Base Prospectus all documents mentioned above and RBI's Articles of Association (*Satzung*) are available free of charge at RBI's registered office.

ISSUE PROCEDURES AND GENERAL DESCRIPTION OF THE PROGRAMME

1. General

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of the Notes (the "**Conditions**"). The Conditions of the relevant Notes will result from the choice of a set of Terms and Conditions (the "**Terms and Conditions**") (each such set of Terms and Conditions an "**Option**") as set forth below and from the provisions of the Final Terms, as set out and described in more detail below.

Options for sets of Terms and Conditions

The Base Prospectus provides for various sets of Terms and Conditions. The Final Terms enable the Issuer to choose among the following Options:

Option I – Terms and Conditions for Ordinary Senior Notes.

Option II – Terms and Conditions for Subordinated Notes.

Option III – Terms and Conditions for Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*).

Option IV – Terms and Conditions for Eligible Notes (*Berücksichtigungsfähige Schuldverschreibungen*).

Documentation of the Conditions

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

- The Final Terms shall determine by the choice of the set of Terms and Conditions (Option I, Option II, Option III, or Option IV) and the complete replication of all applicable selections and the completion of the relevant placeholders contained in the relevant set of Terms and Conditions, which Option and which selections shall be applicable to the individual issue of Notes. The replicated and completed provisions of the respective Option plus Part II of the Final Terms shall constitute the Conditions of the Notes, which will be attached to each Global Note / Global Certificate representing the Notes. This type of documentation of the Conditions will be used in cases where the Notes are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which set of Terms and Conditions (Option I, Option II, Option III or Option IV) shall be applicable and which selections within the chosen Option are applicable to the individual issue by only referring to the specific sections of the relevant Option. The Final Terms will then specify that the provisions of Part I of the Form of Final Terms and the relevant Option, taken together with Part II of the Form of the Final Terms, shall constitute the Conditions. Each Global Note / Global Certificate representing the tranche of the respective Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Base Prospectus attached.

Choice of Options

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

Determination of selections

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

Completion of Placeholders

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

In that case, all instructions and explanatory notes and text set out in square brackets and not chosen in the relevant Option and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

Deletion of Options and Placeholders in the Final Terms

When preparing the Final Terms the Issuer may, in the case that the Final Terms together with the relevant Option represent the Conditions, delete not chosen or filled in placeholders or, as the case may be, provisions that are not applicable for reasons of readability.

2. Programme Amount

The actual aggregate principal amount (or, (i) in the case of Notes issued at a discount, their Amortised Face Amount or (ii) in the case of Notes issued without denomination the relevant Issue Price multiplied with the aggregate number of Notes of the Series) of all Notes issued and from time to time outstanding (including the Notes outstanding which have been issued under this Base Prospectus dated 16 July 2019, or any preceding prospectus, relating to the EUR 25,000,000,000 Debt Issuance Programme, of the Issuer will not exceed EUR 25,000,000,000 (or the equivalent in other currencies at the date of issue). Notes will be issued in such denominations as may be agreed and specified in the relevant Final Terms, save that the minimum denomination of the Notes will be EUR 1,000 or, if in any currency other than Euro, in an amount in such other currency equal to or exceeding the equivalent of EUR 1,000 at the time of the trade date of the Notes. The Notes may be / will be issued on a continuous basis, either directly by the Issuer to the investors or to one or more of the Dealers which expression shall, where used in the Base Prospectus, include any additional Dealer(s) appointed under this Programme from time to time.

The Issuer will have the option at any time to increase the amount of the Programme, subject to the provisions of a dealer agreement of even date herewith (the "**Dealer Agreement**") (including the preparation of a supplement to this Base Prospectus or a new Base Prospectus) as the Dealers, the relevant Competent Authority or the relevant Stock Exchange may reasonably request.

3. Distribution of Notes

Notes may be distributed by way of public or non-public offer and in each case on a non-syndicated or a syndicated basis. The method of distribution of each Tranche will be stated in the relevant Final Terms. With respect to the categories of potential investors (investor categories: qualified investors and/or retail investors and/or institutional investors) the Notes are not subject to any restrictions except for the selling restrictions mentioned in section *Subscription and Sale*; the Notes can be intended for sale to qualified investors and/or retail investors.

4. Listing and Admission to Trading of Notes

In relation to Notes intended to be listed and issued under this Programme, application (i) has been made to the Luxembourg Stock Exchange to list the Programme and such Notes on the Official List (*Cote Officielle*) of the Luxembourg Stock Exchange and to admit to trading on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*) and (ii) will be made to the Vienna Stock Exchange for the Programme as a whole and for such Notes intended to be listed and traded on a regulated market (*Amtlicher Handel*). Application may be made additionally to any other or further stock exchange to admit such Notes to trading on any other or further Regulated Market or other market segment of such other or further stock exchange. In this Base Prospectus, references to "Listed Notes" (and all related references) shall mean, in relation to Notes issued under the Programme, that such Notes are listed on the Official List of the Luxembourg Stock Exchange and/or on the regulated market of the Vienna Stock Exchange (*Amtlicher Handel*) or any other or further stock exchange, as the case may be.

The Programme allows for Notes to be listed on such other or further stock exchange(s) or traded on other market segments (e.g. unregulated market (*Freiverkehr*)) as may be agreed between the Issuer and the relevant Dealer(s) or as determined by the Issuer. Notes not listed on any stock exchange may also be issued.

The issue specific details applicable to the respective Notes are determined in the relevant Final Terms.

5. Clearing Systems

Either the Notes have been accepted for clearance through Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A., Luxembourg ("**CBL**") and/or may be accepted for clearance through OeKB CSD GmbH ("**OeKB**") and/or SIX SIS AG (or its legal successors as the case may be), or Global Certificates may be deposited in the safe of the Issuer (without being accepted for clearance outside Raiffeisen banking group Austria).

6. Security Code

The International Securities Identification Number ("**ISIN**"), Common Code (if any), and the German Security Code Number (if any) for each Series of Notes or any other security code will be set out in the relevant Final Terms.

7. Index Linked Notes

Inflation linked Notes (the "**Inflation Linked Notes**") provide for interest and/or principal payments ("**Redemption Inflation Linked Notes**") which depend on the performance of the inflation index "Harmonised Index of Consumer Prices (excluding tobacco)" ("**HICP**") which measures the changes over time in the prices of consumer goods and services acquired by households. The HICP gives comparable measures of inflation in the euro-zone, the EU, the European Economic Area and for other countries including accession and candidate countries. The index is calculated by the statistical office of the European Union (EUROSTAT). Generally, an inflation index measures the rate of inflation with regard to an economy and/or certain goods. Information relating to the HICP may be obtained on the following website: <http://epp.eurostat.ec.europa.eu> and on Bloomberg page: CPTFEMU Index.

In the case of Redemption Inflation Linked Notes, the final redemption amount of such Notes depends on the performance of the HICP over a predetermined term. Redemption Inflation Linked Notes will be redeemed at an amount which may not be less than 100 per cent of the principal amount of the Redemption Inflation Linked Notes. Any amount exceeding the specified denomination depends on a positive or negative performance of the HICP during the determined term, dependent on the applicable formula for redemption payments.

The yield of Inflation Linked Notes depends on interest payments, if any, and the redemption amount under such Notes, both of which may be linked to the performance of the HICP during the predetermined term of the Inflation Linked Notes. In dependence of the applicable formula for interest, a positive or negative performance of the HICP will increase the yield of Inflation Linked Notes or a positive or negative performance of the HICP will decrease the yield of Inflation Linked Notes.

The Issuer does not intend to provide any post-issuance information, except if required by any applicable laws and regulations or pursuant to the Terms and Conditions of Inflation Linked Notes.

8. Digital Notes and Range Accrual Notes

The Terms and Conditions of (Dual)(Digital)(Range Accrual) Notes may provide for a variable interest rate (except for a possible agreed margin payable to the extent provided for in the Terms and Conditions of Notes) which is dependent on the development of the underlying reference rates. Fluctuating interest rate and/or FX rate levels make it impossible to determine the profitability of (Dual)(Digital)(Range Accrual) Notes in advance.

In the event that the market does not develop as anticipated by investors and that the underlying reference rate(s) do(es) fulfill the scenarios defined in the Final Terms the interest rate payable on the Notes will be lower than the interest level prevailing as at the date of purchase. In a worst case scenario, no interest will be payable. In such cases, the price of the (Dual)(Digital)(Range Accrual) Notes will also decline during the term.

Neither the current nor the historical value of the relevant reference rate(s) rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

TERMS AND CONDITIONS OF THE NOTES

Die Anleihebedingungen der Schuldverschreibungen (die "**Anleihebedingungen**") sind nachfolgend für vier Optionen aufgeführt:

Option I enthält die Anleihebedingungen für Tranchen von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen.

Option II enthält die Anleihebedingungen für Tranchen von Nachrangigen Schuldverschreibungen.

Option III enthält die Anleihebedingungen für Tranchen von Fundierten Bankschuldverschreibungen.

Option IV enthält die Anleihebedingungen für Tranchen von Berücksichtigungsfähigen Schuldverschreibungen.

Die Anleihebedingungen für jede dieser Optionen enthalten bestimmte weitere Unteroptionen, die unter Angabe der jeweiligen optionalen Bestimmungen durch Anweisungen und Anmerkungen in eckigen Klammern innerhalb der Option entsprechend gekennzeichnet sind.

In den Endgültigen Bedingungen legt die Emittentin fest, welche der Optionen I, II, III oder IV einschließlich bestimmter weiterer darin enthaltener Unteroptionen im Hinblick auf eine einzelne Emission von Schuldverschreibungen jeweils Anwendung findet, entweder durch Wiederholung der betreffenden Bestimmung oder per Verweis auf die betreffenden Optionen.

Soweit die Emittentin zum Zeitpunkt der Billigung dieses Basisprospekts keine Kenntnis von bestimmten Elementen hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Basisprospekt / dieses Dokument Platzhalter in eckigen Klammern, die die betreffenden Elemente einschließen. Diese Platzhalter werden in den Endgültigen Bedingungen ausgefüllt.

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

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes which are Ordinary Senior Notes.

Option II comprises the set of Terms and Conditions that apply to Tranches of Subordinated Notes.

Option III comprises the set of Terms and Conditions that apply to Tranches of Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*).

Option IV comprises the set of Terms and Conditions that apply to Tranches of Eligible Notes.

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

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

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

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

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

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

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

**OPTION I -
ANLEIHEBEDINGUNGEN
FÜR GEWÖHNLICHE NICHT NACHRANGIGE
SCHULDVERSCHREIBUNGEN**

**§ 1
DEFINITIONEN**

"Bedingungen" bedeutet diese Anleihebedingungen der Schuldverschreibungen, wie vervollständigt.

[Wenn Referenz-Zinssatz anwendbar, einfügen:]

"Bildschirmseite [[●]]" bedeutet [REUTERS Bildschirmseite [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=] [Bloomberg Seite CPTFEMU Index] **[Bildschirmseite und ggf. zusätzliche Angaben einfügen]** oder jede Nachfolgeseite.]

[Wenn Referenz-Swapsatz anwendbar, einfügen:]

"Bildschirmseite [[●]]" bedeutet [●]

[Wenn Referenzwert ist CMS-Satz, einfügen:]

"Bildschirmseite [[●]]" bedeutet [●]

"Clearing System" bedeutet **[im Fall von mehr als einem Clearing System einfügen:]** jeweils: [Clearstream Banking, S.A., Luxemburg, ("CBL")] [,] [und] [Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("Euroclear")] [(CBL und Euroclear sind jeweils ein "ICSD" (International Central Securities Depository) und zusammen die "ICSDs")] [,] [und] [OeKB CSD GmbH ("OeKB")] [,] [und] [SIX SIS AG, Olten, Schweiz] [,] [und] **[anderes Clearing System angeben]**.

["Depotgesetz, DepG" bezeichnet das Bundesgesetz vom 22. Oktober 1969 über die Verwahrung und Anschaffung von Wertpapieren (Depotgesetz), BGBl. Nr. 424/1969 idgF.]

**OPTION I -
TERMS AND CONDITIONS
FOR
ORDINARY SENIOR NOTES**

**§ 1
DEFINITIONS**

"Conditions" means these Terms and Conditions of the Notes as completed.

[If Reference Interest Rate is applicable, insert:]

"Screen Page [[●]]" means [REUTERS Screen Page [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg page CPTFEMU Index] **[insert Screen Page and additional information if necessary]** or each successor page.]

[If Reference Swap Rate is applicable, insert:]

"Screen Page [[●]]" means [●]

[If Reference Rate is CMS Rate, insert:]

"Screen Page [[●]]" means [●]

"Clearing System" means **[if more than one Clearing System insert:]** each of: [Clearstream Banking, S.A., Luxembourg, ("CBL")] [,] [and] [Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")] [(CBL and Euroclear are each an "ICSD" (International Central Securities Depository) and together the "ICSDs")] [,] [and] [OeKB CSD GmbH ("OeKB")] [,] [and] [SIX SIS AG, Olten, Switzerland] [,] [and] **[specify other Clearing System]**.

["Austrian Depotgesetz, DepG" means the Federal law on Custody and Acquisition of Securities of 22 October 1969 (*Depotgesetz*), BGBl. No. 424/1969 as amended]

["Geschäftstag"]	bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind] [falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]	["Business Day"]	means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] [if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].]
["Gläubiger"]	[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.] [Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren anderen Rechts an den Schuldverschreibungen die nach den Bestimmungen des Clearing Systems auf einen neuen Gläubiger übertragen werden können. In Bezug auf Schuldverschreibungen, welche als Bucheffekten im Sinne des schweizerischen Bucheffektengesetzes gehalten werden, gelten als Gläubiger von Schuldverschreibungen die Anleger, d.h. diejenigen Personen, mit Ausnahme der Verwahrungsstelle selbst, welche die Schuldverschreibungen in einem bei der Verwahrungsstelle geführten Effektenkonto halten].]	["Holder"]	[In the case of an issue where the Notes are not kept in custody by SIX SIS AG, insert: means any holder of a co-ownership interest or other beneficial interest or right in the Notes.] [In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert: means any holder of a proportionate co-ownership or other comparable beneficial interest or right in the Notes which may be transferred to a new Holder in accordance with the provisions of the Clearing System. In respect of Notes held in the form of intermediated securities (<i>Bucheffekten</i>) within the meaning of the Swiss Federal Intermediated Securities Act (<i>Bucheffektengesetz</i>), the Holders of Notes will be the investors, i.e. the persons, other than intermediaries, holding the Notes in a securities account with an Intermediary].]
[Wenn Referenzwert anwendbar ist, einfügen:		[If Reference Rate is applicable, insert:	
"Referenzwert"	bedeutet einen Wert, [der] [dessen Entwicklung] [die Höhe] [eines/des/der variablen Zinssatzes/Zinssätze]	"Reference Rate"	means a value, [which] [the performance of which] determines [the height of a/the] [floating interest rate(s)]

[und][oder] [den Rückzahlungsbetrag] [und][oder][die Verzinsung für eine bestimmte Zinsenlaufperiode] [und][oder][die Laufzeit der Schuldverschreibungen] [eine andere Rechtsfolge einfügen] bestimmt (z.B. ein Zinssatz, ein Swapsatz, ein Wechselkurs, etc.)]

[and][or] [the Redemption Amount][and][or][if any interest will be paid for a certain interest period][and] [or] [the maturity of the Notes][insert any other legal consequence] (i.e. an interest rate, a Swap Rate, an exchange rate, etc.)]

[Wenn der Referenzwert ein Zinssatz ist einfügen:

"Referenz-Zinssatz" ist der Angebotssatz für den [Zahl]-Monats [EURIBOR] [LIBOR][USD LIBOR][CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen], der auf der Bildschirmseite am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] gegen [11.00][maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen]) angezeigt wird.

[If the Reference Rate is an Interest Rate insert:

"Reference Interest Rate" means the offered quotation for the [number]-month [EURIBOR][LIBOR][USD LIBOR] [CHF LIBOR][insert other currency LIBOR] [SIBOR][BBSW] [BUBOR] [PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other reference interest rate] which appears on the Screen Page as of [11.00 a.m.] [insert other relevant time] ([insert relevant time zone]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day].

Sollte – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz [per annum] [anderen Zeitraum einfügen] ausgedrückt) für den Referenz-Zinssatz um ca. [11.00] [maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen]) am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenz-Zinssatz [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] [andere Rundungsregel einfügen] Prozent, wobei [0,0005][0,00005] [0,000005][andere Rundungsregel einfügen] aufgerundet wird) dieser Angebotssätze[, jedoch zumindest 0,00 % p.a.], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

If – other than in case of a Discontinuation Event (as defined below) - the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate [per annum] [insert other period] for the Reference Interest Rate at approximately [11.00 a.m.] [insert relevant time] ([insert relevant time zone]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day]. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate [for such Interest Period] shall be the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth][insert other rounding rules] of a percentage point, with [0.0005][0.00005] [0.000005][insert other rounding rules] being rounded upwards) of such offered quotations[, however at least 0.00 per cent p.a.], all as determined by the Calculation Agent.

Falls an einem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenz-

If on any [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding

Zinssatz [für die betreffende Zinsenlaufperiode] [anderes Ereignis festlegen] der Satz [per annum] [anderen Zeitraum einfügen], den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] [andere Rundungsregel einfügen] Prozent, wobei [0,0005][0,00005][0,000005][andere Rundungsregel einfügen] aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. [11.00][maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen]) an dem betreffenden [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] Einlagen in der festgelegten Währung für die betreffende Zinsenlaufperiode von führenden Banken im [Finanzzentrum einfügen] Interbanken-Markt [in der Euro-Zone] angeboten werden[, jedoch zumindest 0,00 % p.a.].

Für den Fall, dass der Referenz-Zinssatz nicht gemäß den vorstehenden Bestimmungen ermittelt werden kann, so ermittelt die Emittentin den Referenz-Zinssatz [für die betreffende Zinsenlaufperiode][anderes Ereignis festlegen] nach ihrem billigen Ermessen gemäß § 317 Bürgerliches Gesetzbuch ("BGB") und unter Berücksichtigung der operativen Erfordernissen der Berechnungsstelle. Die Emittentin wird die Berechnungsstelle über jegliche Bestimmungen informieren, welche sie selbst gemäß den Bedingungen gemacht hat.

"Referenzbanken" bezeichnen die Niederlassungen von mindestens [vier][andere Anzahl einfügen] bedeutenden Banken am [relevanten] [maßgebliches Finanzzentrum einfügen] Interbanken-Markt [in der Euro-Zone].]

Ersetzung des Referenz-Zinssatzes im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den Referenz-Zinssatz nicht mehr verwenden darf, oder (ii) der Administrator des Referenz-Zinssatzes die Berechnung und Veröffentlichung des Referenz-Zinssatzes dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des Referenz-Zinssatzes zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der Referenz-Zinssatz anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "**Einstellungsereignis**"), soll der Referenz-Zinssatz [am] [an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen relevanten Tag/Tag definieren] durch einen von der Emittentin gemäß den

paragraph, the Reference Interest Rate [for the relevant Interest Period] [**determine other event**] shall be the rate [per annum] [**insert other time period**] which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth] [**insert other rounding rules**] of a percentage point, with [0.0005][0.00005] [0.000005][**insert other rounding rules**] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at [11.00 a.m.][**insert relevant time**] ([**insert relevant time zone**]) on the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], deposits in the Specified Currency for the relevant Interest Period by leading banks in the [**insert financial centre**] interbank market [in the Euro-Zone] [, however at least 0.00 per cent p.a.].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate [for the relevant Interest Period] [**define other event**] at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") and also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under this Conditions.

"Reference Banks" means the offices of not less than [four] [**insert other number**] major banks in the [relevant] [**insert relevant financial centre**] interbank market [in the Euro-Zone].]

Reference Interest Rate replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate, or (ii) the administrator of the Reference Interest Rate ceases to calculate and publish the Reference Interest Rate permanently or for an indefinite period of time, or (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the Reference Interest Rate is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day(s)**], by a rate determined or procured, as the case may be, by the Issuer (the

folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("**Nachfolge-Referenzzinssatz**"):

I) Der Referenz-Zinssatz soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des Referenz-Zinssatzes, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den Referenz-Zinssatz bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**] der Nachfolge-Referenzzinssatz ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-Referenzzinssatz oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][**anderen Betrag festlegen**] wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem Referenz-Zinssatz vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem Referenz-Zinssatz vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des Referenz-Zinssatzes durch einen Nachfolge-Referenzzinssatz gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-Referenzzinssatz angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des Referenz-

"**Successor Reference Interest Rate**") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount][**determine other rate or amount**] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate

Zinssatzes vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][**anderen Satz/ Betrag festlegen**] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-Referenzzinssatz [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den Referenz-Zinssatz, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzzinssatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-Referenzzinssatzes gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] bezüglich [der nachfolgenden Zinsenlaufperiode][**anderes Ereignis / Tag definieren**] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der Referenz-Zinssatz der Angebotssatz für den Referenz-Zinssatz ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**], an dem diese Angebotssätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][**determine other rate/amount**] in order to follow market practice in relation to the Successor Reference Interest Rate [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] relating to the [next succeeding Interest Period][**determine other event / day**] (the "**Procedures Determination Date**"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.]; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinsenzahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz] [Referenz-Zinssatz] ab dem letzten [Kupontermin] [Zinsenzahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]

"Unabhängiger Berater" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein Swapsatz ist einfügen:

"Referenz-Swapsatz" ist der "[**Anzahl der Jahre/Monate einfügen**]-[Jahres-][Monats-][**relevante Währung einfügen**] [Swap Satz und bedeutet [[●] / **Definition und Bildschirmseite einfügen**].]

Sollte am Zinsenanpassungs-Bestimmungstag der [**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] Swap Satz][**relevante Währungs einfügen**] [**anderen Swap Satz einfügen**] nicht auf der Bildschirmseite angezeigt werden, so ist der [**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] [**relevante Währung einfügen**] Swap Satz][**anderen Swap Satz einfügen**] der Zinsanpassungs-Referenzbanksatz (wie nachstehend definiert) an diesem Zinsenanpassungs-Bestimmungstag.

"Zinsenanpassungs-Referenzbanksatz" ist der von der Berechnungsstelle festgestellte Prozentsatz, der auf Grundlage der [**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] Swap Satz][**anderen Swap Satz einfügen**] Angebotssätze (wie nachstehend definiert), die von [fünf] [**andere Anzahl einfügen**] führenden [Swap] Dealern im Interbankenmarkt (die "Zinsenanpassungs-Referenzbanken") am Zinsenanpassungs-Bestimmungstag gegen [**Zeit einfügen**] Uhr ([**Zeitzone einfügen**]) der Berechnungsstelle gemeldet werden, festgelegt wird. Soweit mindestens [drei] [**andere Anzahl einfügen**] Sätze mitgeteilt wurden, wird der Zinsenanpassungs-Referenzbanksatz auf den arithmetischen Mittelwert der Angebotssätze festgelegt, indem der höchste Angebotssatz (oder, im Falle von gleicher Höhe, einer der höchsten Angebotssätze) und der niedrigste Angebotssatz (oder, im Falle von gleicher Höhe, einer der niedrigsten) nicht berücksichtigt werden. Sofern der Zinsenanpas-

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.])

"Independent Advisor" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a Swap Rate insert:

"Reference Swap Rate" is "[**insert number of years/months**] [year][months] [**insert relevant currency**] Swap Rate and means [[●] / **insert definition /Screen Page**].]

If the [[insert number of years/months] [year][month] [**insert relevant currency**] Swap Rate] [insert other swap rate] is not displayed on the Screen Page on the Interest Adjustment Determination Date, the [[insert number of years/months] [year][month] [**insert relevant currency**]Swap Rate] [**insert other swap rate**] is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"Reset Reference Bank Rate" means the percentage rate determined by the Calculation Agent on the basis of the [[insert number of years/months] [year][month] Swap Rate] [**insert other swap rate**] Quotations (as defined below) provided by [five] [**insert other number**] leading swap dealers in the interbank market (the "Reset Reference Banks") to the Calculation Agent at approximately [**insert time**] ([**insert time zone**]), on the Interest Adjustment Determination Date. If at least [three] [**insert other number**] quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last [[**insert number of years/months**] [year][month] Swap Rate] [**insert**

sungs-Referenzbanksatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes bestimmt werden kann, entspricht der Zinsanpassungs-Referenzbanksatz dem zuletzt auf der Bildschirmseite angezeigten **[[Anzahl der Jahre/Monate einfügen]-[Jahres] Swap Satz [anderen Swap Satz einfügen]**, wie er von der Berechnungsstelle bestimmt wird.

["[[Anzahl der Jahre/Monate einfügen]-[Jahres] [Monats] Swap Satz][anderen Swap Satz einfügen] Angebotssatz" bedeutet den arithmetischen Mittelwert von Kauf- und Verkaufssätzen für den Festzinssatz (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) für einen **[Referenzswap einfügen]**, der (i) eine **[Anzahl der Jahre][Monate einfügen]** Laufzeit hat, beginnend mit dem Zinsanpassungstag, (ii) ein Betrag ist, der ein repräsentativer Wert für eine einzelne Transaktion im relevanten Markt zum jeweiligen Zeitpunkt mit einem anerkannten Dealer mit guter Bonität auf dem Swapmarkt ist und (iii) einen variablen Zinssatz auf Basis des **[Referenzzinssatz einfügen]** (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) hat.]

[ggf. andere Definitionen für Angebotssatz einfügen]

Ersetzung eines [Referenz-Swapsatzes][anderen Angebotssatz einfügen] im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** nicht mehr verwenden darf, oder (ii) der Administrator des **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** die Berechnung und Veröffentlichung des **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungseignis"), soll der **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** [am] [an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen relevanten Tag/Tage definieren]** durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("Nachfolge-Angebotssatz"):

I) Der **[Referenz-Swapsatz][anderen Angebotssatz einfügen]** soll durch den Referenzsatz ersetzt werden,

other swap rate] available on the Screen Page as determined by the Calculation Agent.

["[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] Quotation" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on **[insert day count fraction]**) of a **[insert reference swap rate]** which (i) has a term of **[insert number of [years][months]]** commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the **[insert reference interest rate]** (calculated on an **[insert day count fraction]** basis).]

[insert other definitions for Quotation]

[Reference Swap Rate][insert other definition for quotation] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the **[Reference Swap Rate][insert other definition for quotation]**, or (ii) the administrator of the **[Reference Swap Rate][insert other definition for quotation]** ceases to calculate and publish the **[Reference Swap Rate][insert other definition for quotation]** permanently or for an indefinite period of time, or (iii) the administrator of the **[Reference Swap Rate][insert other definition for quotation]** becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the **[Reference Swap Rate][insert other definition for quotation]** is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the **[Reference Swap Rate][insert other definition for quotation]** shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day(s)]**, by a rate determined or procured, as the case may be, by the Issuer (the "Successor Quotation Rate") according to the following paragraphs in the order of I)-III):

I) The **[Reference Swap Rate][insert other definition for quotation]** shall be replaced with the

der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [Referenz-Swapsatz][anderen Angebotssatz einfügen], die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den [Referenz-Swapsatz][anderen Angebotssatz einfügen] bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren] der Nachfolge-Angebotssatz ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-Angebotssatz oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][anderen Betrag festlegen] wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [Referenz-Swapsatz][anderen Angebotssatz einfügen] vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem [Referenz-Swapsatz][anderen Angebotssatz einfügen] vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "Nachfolge-Referenzsatz") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "Nachfolge-Bildschirmseite"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des [Referenz-Swapsatz][anderen Angebotssatz einfügen] durch einen Nachfolge-Angebotssatz gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-Angebotssatz angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des [Referenz-Swapsatz][anderen Angebotssatz einfügen] vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung

reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][insert other definition for quotation], the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][insert other definition for quotation] and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], the Successor Quotation Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Quotation Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount][determine other rate or amount] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][insert other definition for quotation], provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap Rate][insert other definition for quotation], then the Independent Advisor will use such reference rate as successor reference rate (the "Successor Reference Rate") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "Successor Screen Page"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][insert other definition for quotation] with a Successor Quotation Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Quotation Rate, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][insert other definition for quotation] before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the

des Zinsbetrags][**anderen Satz/ Betrag festlegen**] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den **Nachfolge-Angebotssatz** [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den [Referenz-Swapsatz][**anderen Angebotssatz einfügen**], der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines **Nachfolge-Angebotssatz** gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] bezüglich [der nachfolgenden Zinsenlaufperiode][**anderes Ereignis / Tag definieren**] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] jener [Referenz-Swapsatz] [**anderen Angebotssatz einfügen**] ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

Interest Amount][**determine other rate/amount**] in order to follow market practice in relation to the **Successor Quotation Rate** [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [Reference Swap Rate][**insert other definition for quotation**] determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a **Successor Quotation Rate** according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] relating to the [next succeeding Interest Period][**determine other event / day**] (the "**Procedures Determination Date**");

[a)] that the [Reference Swap Rate][**insert other definition for quotation**] shall be such [Reference Swap Rate][**insert other definition for quotation**] which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] ; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz] [[Referenz-Swapsatz][anderen **Angebotssatz einfügen**]] ab dem letzten [Kupontermin] [Zinsenzahlungstag][anderen **Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz] [[Referenz-Swapsatz][anderen **Angebotssatz einfügen**]].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein CMS-Satz ist einfügen:

"Referenz-CMS-Satz" ("CMS") ist der [Anzahl der Monate einfügen] Swapsatz bezüglich [maßgebliche Währung einfügen] denominierten Swap Transaktionen mit [der][den] Laufzeit[en] von [maßgebliche Laufzeit[en] einfügen], der auf der Bildschirmseite [[●]] am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] unter der Bildüberschrift [und in der Spalte] [maßgebliche Bildschirmüberschrift [und Spalte] einfügen] gegen [11:00 Uhr] [maßgebliche Zeit einfügen] ([relevante Zeitzone einfügen]) angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Hat – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - die Bildschirmseite dauerhaft aufgehört, den jeweiligen [maßgebliche Währung einfügen] CMS anzugeben, ist diese Quotierung jedoch auf einer anderen von der Emittentin nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die "Ersatzbildschirmseite") und der Berechnungsstelle mitgeteilt worden, wird die Ersatzbildschirmseite zum Zweck der [Zinssatzberechnung][anderen **Berechnungsgrund festlegen**] eingesetzt.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird der jeweils maßgebliche [maßgebliche Währung einfügen] CMS nicht angezeigt (in jedem dieser Fälle zu der genannten Zeit) und ist nach Bestätigung der Emittentin keine Ersatzbildschirmseite verfügbar, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) das arithmetische Mittel der Geld- und Briefkurse für die einjährige festverzinsliche Seite eines [maßgebliche Währung einfügen] Zinsswaps für die maßgebliche Laufzeit in einer Höhe, die repräsentativ für eine einzelne Swap Transaktion im Markt für Swaps ist (jeweils als Prozentsatz *per annum* ausgedrückt) gegenüber einem

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest] [[Reference Swap Rate][insert other definition for quotation]] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest] [[Reference Swap Rate][insert other definition for quotation]] applicable to the immediately preceding Interest Period.]]

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a CMS Rate insert:

"Reference CMS Rate" ("CMS") is the [insert number of months] swap rate for [insert relevant currency] swap transactions with a maturity of [insert relevant period[s]], which appears on the Screen Page [[●]] on the [Interest Determination Date][Reference Rate Determination Date] [Observation Day] [**determine other day**] [under the heading [and in the column] [insert relevant heading [and column]] as of [11:00 a.m.] [insert relevant time] ([insert relevant time zone])], all as determined by the Calculation Agent.

If – other than in case of a Discontinuation Event (as defined below) - the Screen Page permanently ceases to quote the relevant [insert relevant currency] CMS but such quotation is available from another page selected by the Issuer in equitable discretion (the "Replacement Screen Page") and notified to the Calculation Agent, the Replacement Screen Page shall be used for the purpose of the calculation of the [Rate of Interest][**determine other reason of calculation**].

If the Screen Page is not available or if no such [insert relevant currency] CMS appears (in each case as at such time), and the Issuer confirms there is no Replacement Screen Page available, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the arithmetic mean of the bid and offered rates for an annual fixed leg of a [insert relevant currency] interest rate swap transaction for the relevant maturity in an amount that is representative for a single swap transaction in the market for swaps (expressed as a percentage rate *per annum*) with an acknowledged dealer of good credit in the swap market at approximately [11.00 a.m.] [insert relevant time] ([insert relevant time zone]) on the

anerkannten Händler in Swaps im Markt für Swaps um ca. [11.00 Uhr] **[maßgebliche Uhrzeit einfügen]** (**[relevante Zeitzone einfügen]**) am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]** anfordern.

Falls drei oder mehr Referenzbanken der Berechnungsstelle solche Quotierungen nennen, ist der **[maßgebliche Währung einfügen]** CMS [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet) dieser Quotierungen, wobei die höchste bzw. eine der höchsten Quotierungen bei identischen Quotierungen und die niedrigste Quotierung bzw. eine der niedrigsten Quotierungen bei identischen Quotierungen nicht mitgezählt werden, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls nur zwei oder weniger Referenzbanken der Berechnungsstelle solche Quotierung nennen, so ist der **[maßgebliche Währung einfügen]** CMS [für diese Zinsenlaufperiode] der Satz, wie er auf der Bildschirmseite an dem letzten Tag vor dem [jeweiligen Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]**, an dem dieser Satz noch angezeigt wurde, angezeigt worden ist.

"Referenzbanken" bezeichnet diejenigen Niederlassungen von [fünf] **[maßgebliche Anzahl einfügen]** führenden Swap-Händlern im Interbanken-Markt.]

*Ersetzung des **[maßgebliche Währung einfügen]** CMS im Fall eines Einstellungsereignisses.* Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den **[maßgebliche Währung einfügen]** CMS nicht mehr verwenden darf, oder (ii) der Administrator des **[maßgebliche Währung einfügen]** CMS die Berechnung und Veröffentlichung des **[maßgebliche Währung einfügen]** CMS dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des **[maßgebliche Währung einfügen]** CMS zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der **[maßgebliche Währung einfügen]** CMS anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungsereignis"), soll der **[maßgebliche Währung einfügen]** CMS [am/an jedem relevanten Zinsfestlegungstag] [am/an [jedem] Referenzwert-Feststellungstag] [am /an jedem Beobachtungstag] **[anderen Tag definieren]** durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz

[Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]**.

If three or more of the Reference Banks provide the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for such Interest Period] shall be the arithmetic mean (rounded up- or down-wards if necessary) of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in case of equality, one of the lowest), all as determined by the Calculation Agent.

If only two or less of the Reference Banks provides the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for the relevant Interest Period] shall be the rate as displayed on the Screen Page on the last day preceding the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]** on which such rate was displayed.

"Reference Banks" means those offices of [five] **[insert relevant number]** leading swap dealers in the interbank market.]

[Insert relevant currency] CMS replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the **[Insert relevant currency]** CMS, or (ii) the administrator of the **[Insert relevant currency]** CMS ceases to calculate and publish the **[Insert relevant currency]** CMS permanently or for an indefinite period of time, or (iii) the administrator of the **[Insert relevant currency]** CMS becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the **[Insert relevant currency]** CMS is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the **[Insert relevant currency]** CMS shall be replaced, on [the/each relevant Interest Determination Date] [the Reference Rate Determination Day] [the / each Observation Day] **[determine other day]**, by a rate determined or procured, as the case may be, by the Issuer (the "Successor CMS") according to the following paragraphs in the order of I)-III):

ersetzt werden ("**Nachfolge-CMS**"):

I) Der [**maßgebliche Währung einfügen**] CMS soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [**maßgebliche Währung einfügen**] CMS, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Satz für den [**maßgebliche Währung einfügen**] CMS bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag [**anderen Tag festlegen**] der Nachfolge-CMS ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-CMS oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des Zinssatzes oder des Zinsbetrags wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [**maßgebliche Währung einfügen**] CMS vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem [**maßgebliche Währung einfügen**] CMS vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des [**maßgebliche Währung einfügen**] CMS durch einen Nachfolge-CMS gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Anpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-CMS angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des [**maßgebliche Währung einfügen**] CMS vor Eintritt des Einstellungs-

I) The [**Insert relevant currency**] CMS shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [**Insert relevant currency**] CMS, the competent central bank or a regulatory or supervisory authority as the successor rate for the [**Insert relevant currency**] CMS and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], the Successor CMS was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor CMS or any adjustments or changes made in relation thereto or relating to the determination of the Rate of Interest or the Interest Amount as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [**Insert relevant currency**] CMS, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the [**Insert relevant currency**] CMS, then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [**Insert relevant currency**] CMS with a Successor CMS in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor CMS, for the purpose of achieving a result which is consistent with the economic substance of the [**Insert relevant currency**] CMS before the Discontinuation Event occurred, and (ii) any further changes necessary for

ereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][**anderen Satz / Betrag festlegen**] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-CMS [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den [**maßgebliche Währung einfügen**] CMS, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-CMS gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag][Referenzwert-Feststellungstag] [Beobachtungstag][**anderen Tag festlegen**] bezüglich [der nachfolgenden Zinslaufperiode][**anderes Ereignis / Tag festlegen**] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der [**maßgebliche Währung einfügen**] CMS jener [**maßgebliche Währung einfügen**] CMS ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzuzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher

determining the [Rate of Interest and calculating the Interest Amount][**determine other rate / amount**] in order to follow market practice in relation to the Successor CMS [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [**Insert relevant currency**] CMS determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor CMS according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] relating to the [next succeeding Interest Period][**determine other event / day**] (the "**Procedures Determination Date**"):

[a)] that the [**Insert relevant currency**] CMS shall be such [**Insert relevant currency**] CMS which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were displayed and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall

der zweite [Kupontermin][Zinsenzahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

[Im Falle, dass der Referenzwert nur Auslöser eines Events ist, ist nachfolgender Absatz zu löschen: Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinsenzahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]]

"Unabhängiger Berater" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein Währungskurs ist, einfügen:

"Referenzbanken" bezeichnet die Niederlassungen von [fünf] führenden FX-Händlern im Interbanken-Markt.]

["TARGET-Geschäftstag" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit ist.]

["Zinsfestlegungstag" bezeichnet den [[zweiten] **[zutreffende andere Zahl von Tagen einfügen]** [TARGET][,][und][**sämtliche relevante Finanzzentren einfügen**] Geschäftstag vor [Beginn] [Ende] der jeweiligen Zinsenlaufperiode.]

[ersten Tag der jeweiligen Zinsenlaufperiode.]]

[[•] Geschäftstag vor [dem Ende][dem Kupontermin] der entsprechenden Zinsenlaufperiode.]

"Zinsenlaufperiode" bezeichnet den Zeitraum, für welchen Zinsen berechnet und bezahlt werden.

be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

[In the case that the Reference-Rate is only a trigger of an event, please delete the following paragraph: If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] **[determine other day]** prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.]]

"Independent Advisor" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is an FX-Rate, insert:

"Reference Banks" means the offices of [five] leading FX-dealers in the interbank market.]

["TARGET Business Day" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") is operational.]

"Interest Determination Date" means the [[second] **[insert other applicable number of days]** [TARGET][,][and][**insert all relevant financial centres**] Business Day prior to the [commencement] [end] of the relevant Interest Period.]

[first day of the relevant Interest Period.]]

[[•] Business Day prior to [the expiry] [the Coupon Date] of the relevant Interest Period.]]

"Interest Period" means the period for which interest is calculated and paid.

§ 2 WÄHRUNG, STÜCKELUNG, EMISSIONSTAG(E), VERBRIEFUNG, VERWAHRUNG

(1) *Währung – Stückelung – Emissionstag[e].* Diese Serie **[Nummer der Serie und Bezeichnung einfügen]**, **[Tranche einfügen]** von Schuldverschreibungen (die "Schuldverschreibungen") der Raiffeisen Bank International AG (die "Emittentin") wird **[am [Emissionstag einfügen]** ("Emissionstag"))**[ab dem [Erst-Emissionstag einfügen]**

§ 2 CURRENCY, DENOMINATION, ISSUE DATE(S), FORM, CUSTODY

(1) *Currency – Denomination – Issue Date[s].* This Series **[insert number of the Series and name]**, **[insert Tranche]** of Notes (the "Notes") of Raiffeisen Bank International AG (the "Issuer") is being issued **[on [insert Issue Date]** (the "Issue Date")**[from [insert Initial Issue Date]** (the "Initial Issue Date") within an open issuance period ("**Open Issuance**

("Erst-Emissionstag")) mit offener Behebungsfrist ("Daueremission")) in **[Festgelegte Währung einfügen]** (die "Festgelegte Währung") im Gesamtnennbetrag von [bis zu]**[Gesamtnennbetrag einfügen]** (in Worten: **[Gesamtnennbetrag in Worten einfügen]**) in der Stückelung von **[Festgelegte Stückelung einfügen]** (die "Festgelegte Stückelung") begeben.

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

(2) Verbriefung.

(a) Die Schuldverschreibungen lauten auf den Inhaber.

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(b) Sammelurkunde nach österreichischem Depotgesetz. Die auf den Inhaber lautenden Schuldverschreibungen werden zur Gänze durch eine [oder mehrere] **[Im Fall einer veränderbaren Sammelurkunde einfügen:** veränderbare] **[Im Fall einer nicht veränderbaren Sammelurkunde einfügen:** nicht veränderbare] Sammelurkunde[n] (§ 24 lit. b DepG) vertreten, welche die firmenmäßige Zeichnung der Emittentin (Unterschrift zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin) [trägt][tragen] (die "Sammelurkunde[n]"). **[Im Fall einer veränderbaren Sammelurkunde einfügen:** Erhöht oder vermindert sich das ausgegebene Nominale der Schuldverschreibungen, wird die Sammelurkunde entsprechend angepasst.] Einzelurkunden und Zinsscheine werden nicht ausgegeben.

[Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde nach deutschem Recht verbrieft sind, einfügen:

(b) Dauerglobalurkunde nach deutschem Recht. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

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

Period")) in [insert Specified Currency] (the "Specified Currency") in the aggregate principal amount of [up to]**[aggregate principal amount]** (in words: **[aggregate principal amount in words]**) in the denomination of **[insert Specified Denomination]** (the "Specified Denomination").

[In the case of an issue where the Notes are not kept in custody by SIX SIS AG, insert:

(2) Form.

(a) The Notes are being issued in bearer form.

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(b) Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz. Notes in bearer form will be represented in their entirety by [a] **[In case of a changeable Global Certificate:** changeable] **[In case of a non-changeable Global Certificate:** non-changeable] global certificate[s] (§ 24 lit b DepG) signed by the company signature of the Issuer (signature of two duly authorised signatories of the Issuer) (the "Global Certificate[s]"). **[In case of a changeable Global Certificate, insert:** If the issued principal amount of the Notes shall be increased or decreased the Global Certificate will be adjusted accordingly.] Definitive notes and interest coupons will not be issued.

[In the case of Notes which are represented by a Permanent Global Note governed by German law, insert:

(b) Permanent Global Note governed by German law. The Notes are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.]

[In the case of Notes which are initially represented by a Temporary Global Note governed by German law to be exchanged for a Permanent Global Note, insert:

(b) Vorläufige Globalurkunde – Austausch – Dauerglobalurkunde nach deutschem Recht.

(i) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "Vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde", und zusammen mit der vorläufigen Globalurkunde, die "Globalurkunden" und jeweils 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 Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(ii) Die Vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Der Austauschtag für einen solchen Austausch soll nicht weniger als 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinsenzahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinsenzahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß Absatz (b) dieses § 2 Absatz (2) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(3) *Verwahrung – Clearing System.* Die Globalurkunde wird so lange von einem oder im

(b) Temporary Global Note – Exchange – Permanent Global Note governed by German law.

(i) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "Permanent Global Note" 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 duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Temporary Global Note. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "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).]

[In the case of Notes which are not represented by a Global Certificate governed by Austrian Depotgesetz, insert:

(3) *Custody – Clearing System.* The Global Note will be kept in custody by or on behalf of the Clearing

Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind.

[Im Fall, dass die Schuldverschreibungen von einem ICSD verwahrt werden, einfügen:

[Im Fall, dass die Globalurkunde eine NGN ist, einfügen: Die Schuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem Common Safekeeper im Namen beider ICSDs verwahrt.]

[Im Fall, dass die Globalurkunde eine CGN ist, einfügen: Die Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

[Im Fall von Verwahrung bei Euroclear und CBL und dass die Globalurkunde eine NGN ist, einfügen: Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bestätigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist in jedem Zeitpunkt ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD. Für das technische Verfahren der ICSDs im Falle der Ausübung einer Call Option hinsichtlich einer teilweisen Rückzahlung wird der ausstehende Rückzahlungsbetrag entweder als reduzierter Nennbetrag oder als Poolfaktor nach Ermessen der ICSDs in das Register der ICSDs aufgenommen.

Bei jeder Rückzahlung oder jedem Kauf durch oder für die Emittentin und jeder Entwertung von Schuldverschreibungen, die durch diese [(Vorläufige)]/[(Dauer-)]Globalurkunde verbrieft werden, werden die Einzelheiten der Rückzahlung oder des Kaufs und der Entwertung von der oder für die Emittentin in den Registern der ICSDs vermerkt.]]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz im Tresor der Emittentin, einfügen:

(3) *Verwahrung - Tresor.* Die Sammelurkunde wird auf die Dauer der Laufzeit der Schuldverschreibungen im Tresor der Emittentin hinterlegt. Den Inhabern der Schuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu, die innerhalb der bankspezifischen Wertpapier- und Depotsysteme der Emittentin übertragen werden können.]

System until all obligations of the Issuer under the Notes have been satisfied.

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

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

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

[In the case of Euroclear and CBL and if the Global Note is a NGN insert: The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of the Notes represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. For technical procedure of the ICSDs, in the case of the exercise of a Call Option relating to a partial redemption the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Notes represented by this [(Temporary)]/[(Permanent)] Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the records of the ICSDs.]]

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody in the safe of the Issuer, insert:

(3) *Custody - Safe.* The Global Certificate is kept in custody in the safe of the Issuer for the period of the Notes. The *Holders* of the Notes are entitled to co-ownership interests in the Global Certificate which can be transferred within the bankspecific securities and depository systems of the Issuer.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz bei der OeKB CSD GmbH, einfügen:

(1) *Verwahrung* – OeKB CSD GmbH. Die Sammelurkunde wird auf die Dauer der Laufzeit der Schuldverschreibungen bei der OeKB CSD GmbH ("OeKB") als Wertpapiersammelbank hinterlegt. Den Inhabern der Schuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu, die innerhalb Österreichs gemäß den Regelungen und Bestimmungen der OeKB übertragen werden können].]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(2) *Verbriefung:*

Die Schuldverschreibungen lauten auf den Inhaber.

(a) Dauerglobalurkunde. Die Schuldverschreibungen und alle damit verbundenen Rechte sind durch eine Globalurkunde auf Dauer (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinskupons verbrieft. Die Dauerglobalurkunde trägt die Unterschriften [zweier] **[maßgebliche Anzahl einfügen]** ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinskupons werden, außer in den in (b) vorgesehen Fällen, nicht ausgegeben.

Die Dauerglobalurkunde wird durch die Schweizer Hauptzahlstelle bei der SIX SIS AG, Olten, Schweiz, oder einer anderen in der Schweiz von der SIX Swiss Exchange AG anerkannten Verwahrungsstelle ("SIX SIS AG" oder jede andere Verwahrungsstelle, die "Verwahrungsstelle") hinterlegt. Sobald die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist und den Effektenkonten eines oder mehrerer Teilnehmer der Verwahrungsstelle gutgeschrieben wurde, stellen die Schuldverschreibungen Bucheffekten ("Bucheffekten") gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes dar. Die Unterlagen der Verwahrungsstelle bestimmen die Anzahl der Schuldverschreibungen, welche durch jeden Teilnehmer der Verwahrungsstelle gehalten wird. In Bezug auf Schuldverschreibungen, welche in der Form Bucheffekten gehalten werden, sind diejenigen Personen die Gläubiger, welche die Schuldverschreibungen in einem Effektenkonto halten.

Jedem Gläubiger steht im Umfang seiner Forderungen gegen die Emittentin ein sachenrechtlicher Miteigentumsanteil an der Dauerglobalurkunde zu, wobei, solange die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist, dieser Miteigentumsanteil suspendiert ist und über die Schuldverschreibungen nur durch Gutschrift der zu

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody by OeKB CSD GmbH insert:

(1) *Custody* - OeKB CSD GmbH. The Global Certificate is kept in custody by OeKB CSD GmbH ("OeKB") as central depository for securities (*Wertpapiersammelbank*) for the period of the Notes. The Holders of the Notes are entitled to co-ownership interests in the Global Certificate [which can be transferred inside Austria according to the rules and regulations of OeKB].]

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert:

(2) *Form.*

The Notes are being issued in bearer form.

(a) Permanent Global Note. The Notes and all rights in connection therewith are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by [two] **[insert relevant number]** duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent (*Schweizer Hauptzahlstelle*). Definitive notes and interest coupons will not be issued other than in circumstances described in (b) below.

The Permanent Global Note shall be deposited by the Swiss Principal Paying Agent with SIX SIS AG, Olten, Switzerland or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd ("SIX SIS AG" or any such other intermediary, the "Intermediary"). Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes will be the persons holding the Notes in a securities account.

Each Holder shall have a proportionate co-ownership interest in the Permanent Global Note to the extent of his claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of by the entry of the transferred

übertragenden Schuldverschreibungen in einem Effektenkonto des Empfängers gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes über die Übertragung von Bucheffekten verfügt werden kann.

(b) Einzelurkunden und Zinskupons. Die Dauerglobalurkunde wird nicht nach Wahl der Gläubiger, sondern ausschließlich auf Verlangen der Schweizer Hauptzahlstelle vollständig und nicht teilweise gegen Einzelurkunden ausgetauscht, wenn die Schweizer Hauptzahlstelle einen solchen Austausch für notwendig oder nützlich hält oder wenn dies nach schweizerischem oder einem anderen Recht im Zusammenhang mit der gerichtlichen Geltendmachung von Rechten aus den Schuldverschreibungen erforderlich wird. In einem solchen Fall werden die Einzelurkunden und Zinskupons die faksimilierten Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin tragen, von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen, und gemäß den Vorschriften der SIX SIS AG kostenfrei für die Gläubiger gedruckt. Nach Auslieferung der Einzelurkunden wird die Dauerglobalurkunde unverzüglich durch die Schweizer Hauptzahlstelle annulliert und die Einzelurkunden werden den Gläubigern gegen Annullierung der Schuldverschreibungen in den Effektenkonti der Gläubiger ausgeliefert.

(3) *Verwahrung – Clearing System.* Die die Schuldverschreibungen verbriefende Globalurkunde wird von dem oder im Namen des Clearing Systems verwahrt. "Clearing System" bedeutet im Sinne [dieses Paragraphen] [dieser Bedingungen] SIX SIS AG und jeden Funktionsnachfolger.]

§ 3 STATUS

Status. [Gewöhnliche Nicht Nachrangige Schuldverschreibungen] Die Schuldverschreibungen begründen direkte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in einem regulären Insolvenzverfahren (*Konkursverfahren*) oder einer Liquidation der Emittentin untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Instrumenten oder Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig oder nachrangig sind.

Notes in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act regarding the transfer of Intermediated Securities.

(b) Definitive notes and Coupons. The Permanent Global Note will not be exchangeable at the option of the Holders, but may be exchanged for definitive notes in whole but not in part solely at the option of the Swiss Principal Paying Agent should it deem such exchange to be necessary or useful or if the presentation of definitive notes is required by Swiss or foreign laws and regulations in connection with the enforcement of rights in respect of the Notes. In such case, the definitive notes and coupons shall be signed in facsimile by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent and printed in accordance with the rules and regulations of SIX SIS AG at no cost to the Holders. Upon delivery of the definitive notes, the Permanent Global Note will immediately be cancelled by the Swiss Principal Paying Agent and the definitive notes shall be delivered to the Holders against cancellation of the Notes in the Holders' securities accounts.

(3) *Custody – Clearing System.* The Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System. "Clearing System" means for the purpose of [this paragraph] [these Conditions] SIX SIS AG and any successor in such capacity.]

§ 3 STATUS

Status. [Ordinary Senior Notes] The obligations under the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer ranking in the event of normal insolvency proceedings (*bankruptcy proceedings*) or liquidation of the Issuer *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated instruments or obligations of the Issuer except for any instruments or obligations preferred or subordinated by law.

§ 4 ZINSEN

[Im Fall von Festzins-Schuldverschreibungen einfügen:

(1) Zinssatz, Zinsenlaufperiode[n].

(a) Die Schuldverschreibungen werden ab dem **[Datum einfügen]** ("der Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten] Kupontermin** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: ersten] Kupontermin** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: ersten] Zinsenzahlungstag**[Rückzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag]** (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag]** (jeweils ausschließlich)].

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) Der Zinssatz beträgt [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen].

(2) **Kupontermin[e]**, **Zinsenzahlungstag[e]**. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist am **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

Zinsen auf die Schuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der

§ 4 INTEREST

[In case of Fixed Rate Notes insert:

(1) *Rate of Interest, Interest Period[s]*.

(a) The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: last] Coupon Date** **[in case of an adjustment of Interest Period insert: Maturity Date (as defined in § 6(1)).**

[An][The] "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: first] Coupon Date** **[in case of an adjustment of Interest Period insert: first] Interest Payment Date**[Maturity Date] [and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date]** **[in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date]** **[in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].]**

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]**.

(2) **Coupon Date[s]**, **Interest Payment Date[s]**. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

Interest on the Notes shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day

Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [●] [Letzter Kupontermin ist: [●].]

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Step-Up/Step-Down Stufenzins-Schuldverschreibungen mit festen Zinssätzen einfügen:

(1) *Zinssatz, Zinsenlaufperioden.* Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) verzinst und zwar,

- während der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der **[Datum einfügen]**] [letzter diesbezüglicher Zinsenzahlungstag ist im **[Monat/Jahr einfügen]**], mit einem Zinssatz von **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]** [[und][,]

- **[Bestimmungen für weitere Zinsenlaufperioden einfügen:**

[●]]

- während der **[letzten]** **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der **[Datum einfügen]**] [letzter diesbezüglicher Zinsenzahlungstag im **[Monat/Jahr einfügen]**], mit einem Zinssatz von **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]**.

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** ersten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** ersten Zinsenzahlungstag] (ausschließlich) und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:**

which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Periods insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [●] [last Coupon Date is: [●].]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Step-Up/Step-Down Fixed Rate Notes insert:

(1) *Rate of Interest, Interest Periods.* The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- the first **[insert number if necessary]** Interest Period[s], [last Coupon Date in this regard is **[insert Date]**] [last Interest Payment Date in this regard is in **[insert month/year]**], with an interest rate of **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]** [[and][,].

- **[insert provisions for further Interest Periods:**

[●]]

- the **[last]** **[insert number if necessary]** Interest Period[s], [last Coupon Date in this regard is **[insert Date]**] [last Interest Payment Date in this regard is in **[insert month/year]**], with an interest rate of **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]**.

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert:** first Coupon Date] **[in case of an adjustment of Interest Period insert:** first Interest Payment Date] and thereafter from (and including) each **[in case of no adjustment of Interest Period insert:** Coupon Date] **[in case of an adjustment of Interest Period insert:** Interest Payment Date] to (but each excluding) **[in case of no adjustment of Interest Period insert:** the next following Coupon Date or last Coupon Date] **[in case of an adjustment of Interest Period insert:** next following Interest Payment Date or

nächstfolgenden Zinsenzahlungstag bzw. the Maturity Date].
Rückzahlungstag] (jeweils ausschließlich).

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] The Interest Period[s] will be [un]adjusted.
[k]einer Anpassung.

(2) *Kupontermine, Zinsenzahlungstage.* Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. Kupontermine sind [jeweils] am **[Kupontermine(e) einfügen]** eines jeden Jahres (jeweils ein "Kupontermine") und bleiben immer unangepasst.

Der erste Kupontermine ist der **[ersten Kupontermine einfügen]**. Der letzte Kupontermine ist der **[letzten Kupontermine einfügen]**.

Die Zahlung der Zinsen erfolgt am jeweiligen Zinsenzahlungstag.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermine zusammenfallen, oder verschiebt sich – sollte der Kupontermine auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermine ist: **[ersten Kupontermine einfügen]**][Letzter Kupontermine ist: **[letzten Kupontermine einfügen]**.]

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Fest-zu-Fest verzinslichen Schuldverschreibungen einfügen]:

(1) *Zinssatz, Zinsenlaufperioden.* Die Schuldverschreibungen werden im Nachhinein bezogen auf ihren Nennbetrag ab dem [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) während

- (a) der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], das ist vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Kupontermine], [das ist der [Datum einfügen].]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] einfügen] (ausschließlich), [jährlich] [halbjährlich]**

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date an "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

The payment of interest shall be made on the relevant Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period, insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date] [last Coupon Date is: **[insert last Coupon Date]**.]**

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Fixed-to-Fixed Rate Notes insert:

(1) *Rate of Interest, Interest Periods.* The Notes shall bear interest in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- (a) the first **[insert number if necessary]** Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [insert another number] Coupon Date] [i.e. [insert date].]** **[in case of an adjustment of Interest Period insert: [first] [insert another number] Interest Payment Date] [on] [in] [insert [date][month][year]] [annually] [semi-annually] [quarterly] with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other**

[vierteljährlich] mit einem Zinssatz von **[Zinssatz einfügen]**% [p.a.] **[anderen Zeitraum einfügen]** verzinst (der "Ursprungszinssatz").

- [[(b)][Ab der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] **[Datum][Monat][Jahr]einfügen** (einschließlich) (der "[●] Zinsenanpassungstag") bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** [●] Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** [●] Zinsenzahlungstag] (ausschließlich) [am] [im] **[Datum] [Monat][Jahr] einfügen**], werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von **[Zinssatz einfügen]**% [p.a.] **[anderen Zeitraum einfügen]**] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.]
- [(b)][([●])][Danach] [A][a]b der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] **[Datum][Monat][Jahr] einfügen** (einschließlich) (der "[●] Zinsenanpassungstag") bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** letzten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Rückzahlungstag] (ausschließlich) [am] [im] **[Datum][Monat][Jahr] einfügen**], werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von **[Zinssatz einfügen]**% [p.a.] **[anderen Zeitraum einfügen]**] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus] [minus] [der [maßgeblichen] Marge]entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten

period] (the "Initial Interest Rate").

- [[(b)] [From the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] **[insert [date][month][year]]** (the "[●] Interest Adjustment Date") to (but excluding) the **[in case of no adjustment of Interest Period insert:** [●] Coupon Date] **[in case of an adjustment of Interest Period insert:** [●] Interest Payment Date] [on][in] **[insert [date][month][year]]** the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of **[insert Rate of Interest]** per cent [per annum] **[insert other period]** [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]
- [(b)][([●])][Thereafter] [F][f]rom the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] **[insert [date][month][year]]** (the "[●] Interest Adjustment Date") to (but excluding) the **[in case of no adjustment of Interest Period insert:** last Coupon Date] **[in case of an adjustment of Interest Period insert:** Maturity Date] [on][in] **[insert [date][month][year]]** the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of **[insert Rate of Interest]** per cent [per annum] **[insert other period]** [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

Zinsenlaufperiode nächst längeren Laufzeit.))

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** ersten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** ersten Zinszahlungstag (ausschließlich) und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Zinszahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden Zinszahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinszahlungstage.* Die Zinsen sind gemäß (a) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß (b) [jährlich] [halbjährlich] [vierteljährlich] [[,][und] gemäß [[(●)]] [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar.

Kupontermine sind für die Zinsenlaufperioden gemäß (a) jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres, für die Zinsenlaufperioden gemäß (b) jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres] [und für die Zinsenlaufperioden gemäß [[(●)]] jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres], (jeweils ein "Kupontermin") und bleiben immer unangepasst.

Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.))

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **[insert further].]**

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert:** first Coupon Date] **[in case of an adjustment of Interest Period insert:** first Interest Payment Date] and thereafter from (and including) each **[in case of no adjustment of Interest Period insert:** Coupon Date] **[in case of an adjustment of Interest Period insert:** Interest Payment Date] to (but each excluding) **[in case of no adjustment of Interest Period insert:** the next following Coupon Date or last Coupon Date] **[in case of an adjustment of Interest Period insert:** next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [[,][and] pursuant to [[(●)]] [annually] [semi-annually] [quarterly] in arrear.

Coupon Dates are for the Interest Periods pursuant to (a) **[insert Coupon Date[s]]** in each year [for the Interest Periods pursuant to (b) **[insert Coupon Date[s]]** in each year] [and for the Interest Periods pursuant to [[(●)]] **[insert Coupon Date[s]]** in each year] (each such date a "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

Zinsen auf die Schuldverschreibungen sind an jedem Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen:] [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [erster Kupontermin einfügen] [("Erster Kupontermin")]] [Letzter Kupontermin ist: [letzter Kupontermin einfügen] [("Letzter Kupontermin")]].]

"Zinsenanpassung-Bestimmungstag" ist der [zweite][**Anzahl Tage einfügen**] Geschäftstag vor dem [jeweiligen] Zinsenanpassungstag. Geschäftstag im Sinne dieses Absatzes bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [**falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind]][**falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].

[(3)] **[Im Fall, dass ein Mindestzinssatz gilt, einfügen:** Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als [**Mindestzinssatz einfügen**], so ist der Zinssatz für diese Zinsenlaufperiode [**Mindestzinssatz einfügen**] (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als [**Höchstzinssatz einfügen**], so ist der Zinssatz für diese Zinsenlaufperiode [**Höchstzinssatz einfügen**] (Cap).]

[(3)][(4)] *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

[(4)][(5)] *Mitteilung von Zinssatz.*

Die Berechnungsstelle wird veranlassen, dass [der] [jeder] Zinsenanpassungszinssatz (i) der Emittentin,

Interest on the Notes shall be payable on each Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [**insert first Coupon Date**] [("First Coupon Date")]] [last Coupon Date is: [**insert last Coupon Date**] [("Last Coupon Date")]].]

"Interest Adjustment Determination Date" means the [second][**insert number of days**] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] [**if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] [**if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres]].

[(3)] **[In case a minimum rate of interest applies insert: Minimum Rate of Interest:** If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [**insert minimum rate of interest**], the Rate of Interest for such Interest Period shall be [**insert minimum rate of interest**] (Floor).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [**insert maximum rate of interest**], the Rate of Interest for such Interest Period shall be [**insert maximum rate of interest**] (Cap).]

[(3)][(4)] *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(4)][(5)] *Notification of Rate of Interest.*

The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, [the

[dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der jeweiligen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** und (ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

Hinweis an die Gläubiger: Die für die Bestimmung [des Zinsanpassungssatzes] [der Zinsanpassungssätze] verwendete Marge entspricht der auf den [n-Jahres/Monats] Swap Satz [anderer Referenzsatz] im Zeitpunkt der Preisfestsetzung aufgeschlagenen Marge, die im Ursprungszinssatz enthalten ist.]

[Im Fall von Variabel verzinslichen Schuldverschreibungen einfügen:

(1) Zinsenlaufperiode[n], Kupontermin[e], Zinsenzahlungstag[e].

(a) Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** [letzten] Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Rückzahlungstag (wie in § 6(1) definiert)] (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** [ersten] Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** [ersten] Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).]

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) Kupontermin[e]. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist der **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt

Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] **[insert other time]**, and (ii) to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the [n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[In case of Floating Rate Notes insert:

(1) Interest Period[s], Coupon Date[s], Interest Payment Date[s].

(a) The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert:** [last] Coupon Date] **[in case of an adjustment of Interest Period insert:** Maturity Date (as defined in § 6(1)).

[An][The] "Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert:** [first] Coupon Date] **[in case of an adjustment of Interest Period insert:** [first] Interest Payment Date] [Maturity Date] [and thereafter from (and including) each **[in case of no adjustment of Interest Period insert:** Coupon Date] **[in case of an adjustment of Interest Period insert:** Interest Payment Date] to (but each excluding) **[in case of no adjustment of Interest Period insert:** the next following Coupon Date or last Coupon Date] **[in case of an adjustment of Interest Period insert:** the next following Interest Payment Date or the Maturity Date].]

The Interest Period[s] will be [un]adjusted.

(b) Coupon Date[s]. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** [in each year] (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and

unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

(c) *Zinsenzahlungstag[e]*. Zinsen auf die Schuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]:[Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: **[ersten Kupontermin einfügen]** [(der "Erste Kupontermin")]] [Letzter Kupontermin ist: **[letzten Kupontermin einfügen]** [(der "Letzte Kupontermin")]]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die Verzinsung:

[Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll einfügen:

(2) *Zinssatz*. Der Zinssatz (der "Zinssatz") für [die][jede] Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:]**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:]** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**.

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum*

it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

(c) *Interest Payment Date[s]*. Interest on the Notes shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** [("First Coupon Date")]] [last Coupon Date is: **[insert last Coupon Date]** [("Last Coupon Date")]]].]

[Options for various Reference Rates regarding the rate of interest:

[In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(2) *Rate of Interest*. The rate of interest (the "Rate of Interest") for [the][each] Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:]**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:]** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**.

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.))]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Im Fall, dass der variable Zinssatz in Abhängigkeit von einem Referenzwert nachfolgender Formel berechnet wird ([Duale-][Digitale Schuldverschreibungen] [Range Accrual Schuldverschreibungen]), einfügen:

(2) **Zinssatz.** Der Zinssatz (der "**Zinssatz**") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

Festgelegter Zinssatz x N/[T] [zuzüglich][abzüglich] [einer Marge in Höhe von][●]] % p.a.,

wobei

"**Festgelegter Zinssatz**" ein fixer Zinssatz ist, ausgedrückt in Prozent per annum, wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert.

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [**insert further**].]

[In case the floating rate of interest shall be calculated on the basis of a reference rate[s], according to the following formula ([Dual-][Digital Notes][Range Accrual Notes]), insert:

(2) **Rate of Interest.** The rate of interest (the "**Rate of Interest**") for each Interest Period shall be expressed as a rate of interest *per annum* and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

Specified Interest Rate x N/[T] [plus][minus][a Margin in the amount of] [●]] per cent. per annum,

whereby

"**Specified Interest Rate**" is a fixed interest rate expressed as a percentage rate per annum, as defined in the table below for each Interest Period.

["**R-Geschäftstag**" bezeichnet einen Tag (außer einen Samstag oder Sonntag), an dem [das Clearing System] **[falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**") betriebsbereit [ist] [sind]**[falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.]

["**Referenzwert-Feststellungstag**" ist [der [zweite] [•] [jeder] R-Geschäftstag [innerhalb][vor dem [Kupontermin] [Zinsenzahlungstag] einer [vorangehenden] Zinsenlaufperiode.]

[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen:

"N" die Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist, an welchen der Referenzwert [1] [[unter][über][oder][gleich] der Digital-Untergrenze [1]] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [1]] ist [und Referenzwert 2] [[unter][über][oder][gleich] der Digital-Untergrenze [2]] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [2]], wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt.

"T" die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist.]

["**Marge**" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde für die jeweilige Zinsenlaufperiode gemäß unten angeführter Tabelle festgelegt.]

[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Kalendertage: Für Kalendertage, welche keine R-Geschäftstage sind, gilt der Referenzwert [1 und Referenzwert 2] des unmittelbar vorangehenden R-Geschäftstages.]

[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Cut-Off-Tage: Für alle [Kalendertage][R-Geschäftstage] nach dem Referenz-Cut-Off-Tag der jeweiligen Zinsenlaufperiode gilt der Referenzwert [1 und Referenzwert 2] des Referenz-Cut-Off Tages.

Der Referenz Cut-Off-Tag entspricht dem [zweiten] [•] R-Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der jeweiligen Zinsenlaufperiode.].

["**R-Business Day**" means any day (other than a Saturday or a Sunday) on which [the Clearing System] **[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("**TARGET**") [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].]

["**Reference Rate Determination Date**" is [the [second] [•] [each] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of a[n] [preceding] Interest Period.]

[In case of [Dual-]Range Accrual Notes insert:

"N" is the number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below][above][or][equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below][above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period.

"T" is the actual number of [calendar days][R-Business Days] in the relevant Interest Period.]

["**Margin**" corresponds to a surcharge or disagio in percentage points and has been determined for the relevant Interest Period in accordance with the table below.]

[In case of [Dual-]Range Accrual Notes insert: Calendar days: With regard to calendar days which are no R-Business Days the Reference Rate [1 and Reference Rate 2] of the immediately preceding R-Business Day appl[y][ies].]

[In case of [Dual-]Range Accrual Notes insert: Cut-off days: With regard to any [calendar days][R-Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies].

The Reference Cut-Off Day corresponds to the [second] [•] R-Business Day preceding the [Coupon Date] [Interest Payment Date] of the relevant Interest Period].]

[Im Fall von [Dualen-]Digitalen Schuldverschreibungen einfügen:

"N" hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert[1] [[über][unter] [oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze[1]] [und Referenzwert[2] [[über][unter] [oder] [gleich] der Digital-Untergrenze 2] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze 2] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.]

[In case of [Dual-]Digital Notes insert:

"N" has a value of 1 in the relevant Interest Period, if the Reference Rate[1] is [[above][below] [or] [equal to] the Digital Minimum [1]] [and][or] [[above][below] [or] [equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[above][below] [or] [equal to] the Digital Minimum 2] [and][or] [[above][below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.]

<i>Interest Period</i>	<i>Specified Interest Rate in per cent. p.a.</i>	<i>[Digital Minimum [1]]</i>	<i>[Digital Maximum [1]]</i>	<i>[Digital Minimum 2]</i>	<i>[Digital Maximum 2]</i>	<i>[Margin]</i>
From (and including) [insert date] until [but excluding] [insert date]						
From (and including) [insert date] until [but excluding] [insert date]						

<i>Zinsenlaufperiode</i>	<i>Festgelegter Zinssatz in % p.a.</i>	<i>[Digital Untergrenze [1]]</i>	<i>[Digital Obergrenze [1]]</i>	<i>[Digital Untergrenze 2]</i>	<i>[Digital Obergrenze 2]</i>	<i>[Marge]</i>
Von (einschließlich) [Datum einfügen] bis ausschließlich [Datum einfügen]						
Von (einschließlich) [Datum einfügen] bis ausschließlich [Datum einfügen]						

["Digital-Untergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.]

["Digital-Obergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.]

["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.]

["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.]

Referenzwert [1]

[Falls der Referenzwert [1] ein Referenz-Zinssatz ist einfügen:

ist der Referenz-Zinssatz [1] [, sollte dieser Referenz-Zinssatz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz [1] von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz *[per annum]* **[anderen Zeitraum einfügen]**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

["Digital Minimum [1]" means the minimum specified in the table above for the Reference Rate[1] per Interest Period.]

["Digital Maximum [1]" means the maximum specified in the table above for the Reference Rate[1] per Interest Period.]

["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.]

["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.]

Reference Rate [1]

[If the Reference Rate [1] is a Reference Interest Rate insert:

will be the Reference Interest Rate [1] [, however, should such Reference Interest Rate [1] be below 0.00 per cent p.a., a Reference Interest Rate [1] of 0.00 per cent p.a. will be applied, all as determined by the Calculation Agent, expressed as a percentage rate *[per annum]* **[insert other time period]**].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[Falls der Referenzwert [1] ein Referenz-CMS-Satz ist einfügen:

ist der Referenz-CMS-Satz [1] [, sollte dieser Referenz-CMS-Satz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz [1] von 0,00 % p.a. heranzuziehen,] wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Wenn der Referenzwert [1] ein Referenz-Wechselkurs ist einfügen:

ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[anderen Wechselkurs einfügen]** [Mitte-] [Geld-] [Brief-]-Wechselkurs (Kassakurs) ("Referenz-Wechselkurs [1]"), ausgedrückt als Summe von Einheiten **[Währung einfügen]**, welche für eine Währungseinheit des [Euro][US Dollar] **[andere Währung einfügen]** gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag **[Referenzwert-Feststellungstag definieren]** ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] **[andere maßgebliche Uhrzeit einfügen]**

[If the Reference Rate [1] is a Reference CMS Rate, insert:

will be the Reference CMS Rate [1] [, however, should such Reference CMS Rate [1] be below 0.00 per cent p.a., a Reference CMS Rate [1] of 0.00 per cent p.a. will be applied,] all as determined by the Calculation Agent.

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[If the Reference Rate [1] is a Reference Exchange Rate, insert:

is the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[insert other Exchange Rate]** [mid] [bid-][offer-] exchange rate (spot rate) ("Reference Exchange Rate [1]"), expressed as amount of units in **[insert currency]**, which will be paid for one unit of the [Euro][US Dollar] **[insert other currency]**, and which appears on the [Reuters] Reference Exchange Rate Screen Page [WMRSPOT01] **[insert other screen page]** as of [11.00 a.m.] **[insert other relevant time]** **[insert relevant time zone]** on the [relevant] Reference Rate Determination Date **[define**

[maßgebliche Zeitzone einfügen] auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] [andere Bildschirmseite einfügen] erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Referenzwert 2

[Falls der Referenzwert 2 ein Referenz-Zinssatz ist einfügen:

ist der Referenz-Zinssatz 2 [, sollte dieser Referenz-Zinssatz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz 2 von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz *[per annum]* [anderen Zeitraum einfügen].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

Reference Rate Determination Date] ("Reference Rate Determination Date"), all as determined by the Calculation Agent.

[Reference Rate 2

[If the Reference Rate 2 is a Reference Interest Rate, insert:

will be Reference Interest Rate 2 [, however, should such Reference Rate 2 be below 0.00 per cent p.a., a Reference Interest Rate 2 of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate *[per annum]* [insert other time period].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

[Falls der Referenzwert 2 ein Referenz-CMS-Satz ist einfügen:

ist der Referenz-CMS-Satz 2 [, sollte dieser Referenz-CMS-Satz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz 2 von 0,00 % p.a. heranzuziehen,] wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert 2 gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert 2 gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[If the Reference Rate 2 is a Reference CMS-Rate, insert:

will be the Reference CMS Rate 2 [,however, should such Reference CMS Rate 2 be below 0.00 per cent p.a., a Reference CMS Rate 2 of 0.00 per cent p.a. will be applied,], all as determined by the Calculation Agent.]

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate 2 will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate 2 will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[Wenn der Referenzwert 2 ein Referenz-Wechselkurs ist einfügen:

ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[anderen Wechselkurs einfügen]** [Mitte-] - Wechselkurs (Kassakurs) ("Referenz-Wechselkurs 2"), ausgedrückt als Summe von Einheiten **[Währung einfügen]**, welche für eine Währungseinheit des [Euro][US Dollar] **[andere Währung einfügen]** gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag **[Referenzwert-Feststellungstag definieren]** ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] **[andere maßgebliche Uhrzeit einfügen]** **[maßgebliche Zeitzone einfügen]** auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite **[WMRSPOT01]** **[andere Bildschirmseite einfügen]** erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Hat die Referenzwert-Bildschirmseite dauerhaft aufgehört, den jeweiligen Referenzwert anzugeben, ist diese Quotierung jedoch auf einer anderen von der Berechnungsstelle nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die „Ersatzbildschirmseite“), wird die Ersatzbildschirmseite zum Zweck der Berechnung des Referenz-Wechselkurses eingesetzt.]

Im Falle, dass die Berechnungsstelle nach alleinigem Ermessen unter Beachtung von üblichen Marktregelungen in Bezug auf OTC Devisengeschäfte (FX Transaktionen) und unter Berücksichtigung des Grundsatzes von Treu und Glauben feststellt, dass an einem Referenzwert-Feststellungstag ein Störungsereignis (wie nachstehend definiert) auftritt und fortbesteht, wird der Referenz-Wechselkurses von der Berechnungsstelle unter Berücksichtigung des Grundsatzes von Treu und Glauben und unter Beachtung von bester Marktpraxis bestimmt[; nach Möglichkeit unter Verwendung des arithmetischen Mittels der erhaltenen verbindlichen Kurs-Quotierungen für die Umrechnung der Maßgeblichen Währung.

Für diesen Zweck wird die Berechnungsstelle am betreffenden Referenzwert-Feststellungstag von den Referenzbanken (wie nachstehend definiert) verbindliche Quotierungen für den Referenz-Wechselkurses erfragen.

Sofern mindestens vier Quotierungen mitgeteilt werden, ist der Referenz-Wechselkurses für das jeweilige Datum das arithmetische Mittel der mitgeteilten Quotierungen, ohne dabei die Quotierung mit dem höchsten und dem niedrigsten Wert zu berücksichtigen. Für diesen Zweck gilt, sofern mehr

[If the Reference Rate 2 is a Reference Exchange Rate, insert:

will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[insert other Exchange Rate]** [mid-] exchange rate (spot rate) ("Reference Exchange Rate 2"), expressed as amount of units in **[insert currency]**, which will be paid for one unit of the [Euro][US Dollar] **[insert other currency]**, and which appears on the [Reuters] Reference Exchange Rate 2 Screen Page **[WMRSPOT01]** **[insert other screen page]** as of [11.00 a.m.] **[insert other relevant time]** **[insert other relevant time zone]** on the [relevant] Reference Rate Determination Date **[define Reference Rate Determination Date]** ("Reference Rate Determination Date"), all as determined by the Calculation Agent.]]

[If the Reference Rate Screen Page permanently ceases to quote the relevant Reference Rate but such quotation is available from another page selected by the Calculation Agent in equitable discretion (the "Replacement Screen Page"), the Replacement Screen Page shall be used for the purpose of the calculation of the Reference Exchange Rate.]

In the event that the Calculation Agent in its sole discretion by taking into consideration market practice in relation to OTC foreign exchange transactions (FX transactions) and by acting in good faith determines that a Disruption Event (as defined below) has occurred and is continuing on any Reference Rate Determination Date, then the Reference Exchange Rate will be determined by the Calculation Agent in good faith and in a commercially reasonable manner[; if possible, by using the arithmetic mean of the firm quotes received for the conversion of the Relevant Currency.

For that purpose, on the relevant Reference Rate Determination Day, the Calculation Agent shall request the Reference Banks (as defined below) to quote binding offers for the Reference Exchange Rate.

If at least four quotations are provided, the rate of the Reference Exchange Rate for the relevant date will be the arithmetic mean of the quotations provided, without regard to the quotations having the highest and lowest value. For this purpose, if more than one quotation has the same highest value or lowest value,

als eine Quotierung denselben höchsten oder niedrigsten Wert aufweist, dass nur eine dieser Quotierungen unberücksichtigt bleiben soll.

Sofern zwei oder drei Quotierungen mitgeteilt werden, ist der Referenz-Wechselkurs für das jeweilige Datum das arithmetische Mittel der mitgeteilten Quotierungen.

Sofern weniger als zwei Quotierungen mitgeteilt werden, wird der Referenz-Wechselkurs von der Berechnungsstelle in alleinigem Ermessen unter Beachtung von üblichen Marktregelungen in Bezug auf OTC Devisengeschäfte (FX Transaktionen) und unter Berücksichtigung des Grundsatzes von Treu und Glauben handelnd bestimmt.]

"Störungsereignis" bedeutet in Bezug auf die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen jedes der folgenden Ereignisse:

- (a) Referenzwert-Störung;
- (b) Störung der Bildschirmseite;
- (c) Jedes andere Ereignis, welches nach Auffassung der Berechnungsstelle den Handel mit den Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen, die Möglichkeit der Emittentin ihre Verpflichtungen aus den Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen oder damit zusammenhängenden Sicherungs-geschäften zu erfüllen, erheblich erschweren würde.

Dabei gilt allgemein:

"Referenz-Wechselkurs-Bildschirmseite" bedeutet [●]

"Maßgebliche Währung" bedeutet [●].

"Referenzwert-Störung" bedeutet eine Situation, bei der ein Referenz-Wechselkurs nicht länger existiert und von der zuständigen Behörde durch einen nachfolgenden Wechselkurs ersetzt wird, welcher zuvor von dieser bekannt gemacht, sanktioniert, veröffentlicht, verlautbart angenommen wurde (oder andere ähnliche Maßnahmen).

"Störung der Bildschirmseite" bedeutet in Bezug auf einen Referenz-Wechselkurs eine Situation, bei der es unmöglich ist, den Wechselkurs an einem Beobachtungstermin auf der Bildschirmseite [(Ersatzbildschirmseite)] zu erhalten.]

then only one of such quotations shall be disregarded.

If two or three quotations are provided, the rate of the Reference Exchange Rate for the relevant date will be the arithmetic mean of the quotations provided.

If fewer than two quotations are provided, the Reference Exchange Rate shall be determined by the Calculation Agent in its sole discretion by taking into consideration market practice in relation to OTC foreign exchange transactions (FX transactions) and by acting in good faith.]

"Disruption Event", in respect of the Ordinary Senior Notes, means the occurrence of any of the following events:

- (a) Reference Rate Disruption;
- (b) Screen Page Disruption;
- (c) any other event that, in the opinion of the Calculation Agent, materially affects dealings in the Ordinary Senior Notes of any series or affects the ability of the Issuer to meet any of its obligations under the Ordinary Senior Notes of any series or under any related hedging transactions.

Whereas:

"Reference Exchange Rate Screen Page" means [●]

"Relevant Currency" means [●].

"Reference Rate Disruption" means that any Reference Exchange Rate ceases to exist and is replaced by a successor currency exchange rate which is reported, sanctioned, recognised, published, announced or adopted (or other similar action) by a Governmental Authority.

"Screen Page Disruption" means in relation to a Reference Exchange Rate, it becomes impossible to obtain the Exchange Rate on an Observation Date from the Screen Page [(Replacement Screen Page)].]

[Im Fall, dass der Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(2) *Zinssatz.* Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("I_{an}(t)") ausgedrückt und von der

[In case the rate of interest is determined on the basis of HICP, insert:

(2) *Rate of Interest.* The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate in per cent *per annum* ("I_{an}(t)") and calculated

Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$I_{an}(t) = [\text{Min}\{ \}] [\text{Max}\{ \}] ((\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1)) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \}] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf **[Bezugszeitraum (t) einfügen]** veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf **[Bezugszeitraum (t-1) einfügen]** veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme

by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$I_{an}(t) = [\text{Min}\{ \}] [\text{Max}\{ \}] (\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value}] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the **[insert reference period(t)]**.

"HICP(t-1)" means the level of the HICP that is published by reference to the **[insert reference period(t-1)]**.

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor any more but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to

auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[(3)] [Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Mindestzinssatz einfügen]** (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Höchstzinssatz einfügen]** (Cap).]

[(3)][(4)][(5)] Zinsbetrag. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Schuldverschreibungen

refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, at its reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:]

[(3)] [In case a minimum rate of interest applies insert: Minimum Rate of Interest: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert minimum rate of interest]** (Floor).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert maximum rate of interest]** (Cap).]

[(3)][(4)][(5)] Interest Amount. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the

zahlbaren Zinsenbetrag (der "Zinsenbetrag") für die entsprechende Zinsenlaufperiode berechnen. Der maßgebliche Zinsenbetrag wird ermittelt, indem der Zinssatz und der Zinsentagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Schuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(•)] *Mitteilung von Zinssatz und Zinsenbetrag.*

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsenbetrag] für die jeweilige Zinsenlaufperiode, [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinsenzahlungstag]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [•] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der jeweiligen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsenbetrag und] der mitgeteilte Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der

amount of interest (the "Interest Amount") payable on the Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(•)] *Notification of Rate of Interest and Interest Amount.*

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount] for each Interest Period, [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [•] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [insert other time], and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[Each Interest Amount and each][Each] Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly

Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag für die jeweilige Zinsenlaufperiode,] [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der jeweiligen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem [Kupontermin] [Zinszahlungstag] der [jeweiligen] Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die

notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount for each Interest Period,] [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the relevant Interest Period] [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period] [insert other time], and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes

Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Fest zu [Fest zu] Variabel verzinslichen Schuldverschreibungen einfügen:

(1) *Feste Verzinsung.*

(a) *Zinssatz, Festzinsenlaufperiode[n], Zinswechseltag.* Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem **[Datum einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festkupontermin] [, das ist der [Datum einfügen].]** **[im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festzinsenzahlungstag] (ausschließlich) verzinst (der "Festzinssatz-Zeitraum").**

[Eine][Die] "Festzinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festkupontermin][bzw.] [Zinswechseltag] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festzinsenzahlungstag][bzw.] [Zinswechseltag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Festzinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Festkupontermin bzw. Zinswechseltag] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden Festzinsenzahlungstag bzw. Zinswechseltag]**

are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[In case of Notes with Fixed to [Fixed to] Floating interest rates, insert:

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day.* The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] [●] [last] Fixed Coupon Date] [, i.e. [insert date].]** **[in case of an adjustment of Fixed Interest Period insert: [first] [●] [last] Fixed Interest Payment Date] (the "Fixed Interest Rate Period").**

[A][The] "Fixed Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [Fixed Coupon Date] [or] [Interest Exchange Day]] [in case of an adjustment of Fixed Interest Period insert: [first] [Fixed Interest Payment Date] [[or] [Interest Exchange Day]] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [in case of an adjustment of Fixed Interest Period insert: next following Fixed Interest Payment Date or Interest Exchange Day, as**

(jeweils ausschließlich).

"Zinsenwechseltag" bezeichnet den **[[letzten Festkupontermin einfügen]** auf den **[[letzten Festkupontermin einfügen]**, bezügliche Festzinsenzahlungstag].

Die Festzinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen]: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen]** (der "Festzinssatz").]

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen]: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Verzinsungsbeginn bis zum [ersten] Festkupontermin][Festzinsen-zahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinsenzahlungs-tag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinsenzahlungstag einfügen] [Zinssatz einfügen] % [p.a.] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze")].]**

(b) **Festkupontermin[e], Festzinsenzahlungstag[e].** Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am **[Festkupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der **[Festkupontermin einfügen]** (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupontermin ist der **[letzten Festkupontermin einfügen]**.]

Festzinsen auf die Schuldverschreibungen sind [an jedem][am] Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

the case may be].

"Interest Exchange Day" means **[the [last] Fixed Coupon Date,]** i.e. **[insert date]** [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. **[insert [last] Fixed Coupon Date]**]].

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is **[insert Rate of Interest]** per cent **[per annum]** **[insert other period]** (the "Fixed Interest Rate").]

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] **[insert Rate of Interest]** per cent **[per annum]** [,][and] [for the [n-th] Fixed Interest Period from the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** to the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** **[insert Rate of Interest]** per cent **[per annum]** [,][and] **[insert further/other period]** (the relevant "Fixed Interest Rate[s]").]

(b) **Fixed Coupon Date[s], Fixed Interest Payment Date[s].** Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on **[insert Fixed Coupon Date(s)]** [in each year] (each such date a "Fixed Coupon Date") and remain always unadjusted.] [Fixed Coupon Date is on **[insert Fixed Coupon Date]** (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

Fixed interest on the Notes shall be payable on [each][the] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen: [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: [ersten Festkupontermin einfügen]] [Letzter Festkupontermin ist: [letzten Festkupontermin einfügen]]]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen.* Sofern der Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(2) *Variable Verzinsung.*

(a) Zinssatz, Variable Zinsenlaufperiode[n], Variable[r] Zinsenzahlungstag[e]. Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem Zinsenwechselltag (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Rückzahlungstag (wie in § 6 Absatz (1) definiert)] (ausschließlich) verzinnt.

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei [jeweils] vom Zinsenwechselltag (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)].

Die Variable[n] Zinsenlaufperiode[n][unterliegt] [unterliegen] [k]einer Anpassung.

(b) Variable[r] Kupontermin[e]. Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der **[Datum einfügen]** [eines jeden Jahres] (jeweils ein "Variabler Kupontermin") und bleiben immer unangepasst.]

["Variabler Kupontermin" ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst.]

[In the case of [short] [long] Fixed Interest Period insert: [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: **[insert first Fixed Coupon Date]** [last Fixed Coupon Date is: **[insert last Fixed Coupon Date]**]]

(c) *Calculation of Fixed Interest for Partial Periods.* If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(2) *Floating Interest.*

(a) Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s]. The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [last] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Maturity Date (as defined in § 6(1)).

[A][The] "Floating Interest Period" is [respectively] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [first] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each **[in case of no adjustment of Floating Interest Period insert:** Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Floating Interest Payment Date] to (but each excluding) **[in case of no adjustment of Floating Interest Period insert:** the next following Floating Coupon Date or last Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Date[s].* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on **[insert floating coupon dates]** [in each year] (each such date a "Floating Coupon Date") and always remain unadjusted.]

["Floating Coupon Date" is the **[insert floating coupon date]** and it always remains unadjusted.]

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen]**.]

(c) *Variable[r] Zinsenzahlungstag[e]*.

Variable Zinsen auf die Schuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar.

Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist, aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: **[ersten Variablen Kupontermin einfügen]** [(der "Erste Kupontermin")]] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Kupontermin")]]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenzzinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:** multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum][**anderen Zeitraum einfügen]**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating Coupon Date shall be on **[insert last Floating Coupon Date]**.]

(c) *Floating Interest Payment Date[s]*.

Interest on the Notes shall be payable on [each][the] Floating Interest Payment Date.

Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **[insert first Floating Coupon Date]** [("First Coupon Date")]] [last Floating Coupon Date is: **[insert last Floating Coupon Date]** [("Last Coupon Date")]]].]

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:** multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available

reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] **[insert number]** **[insert further].**]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **insert further**.]

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{}][Max][Min] [(I[(I[●]-year(s) [insert
relevant currency] CMS [* Factor]] [-] [+]
 [(●)-year(s) [insert **relevant currency**] CMS
 [* Factor]] [+][-] [Margin()]]]; (I [(●)-year(s) [insert
relevant currency] CMS [* Factor]] [-] [+]
 [(●)-year(s) [insert **relevant currency**] CMS
 [* Factor]] [+][-] [Margin()]]); (I [(●)-year(s)
 [insert **relevant currency**] CMS [* Factor]] [-] [+]
 [(●)-year(s) [insert **relevant currency**] CMS
 [* Factor]] [+][-[Margin()]] }

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the

Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Im Fall, dass der variable Zinssatz in Abhängigkeit von einem Referenzwert nach folgender Formel berechnet wird ([Duale-][Digitale Schuldverschreibungen] [Range Accrual Schuldverschreibungen]), einfügen:

(2) Zinssatz. Der Zinssatz (der "**Zinssatz**") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

Festgelegter Zinssatz x N/[T] [zuzüglich][abzüglich][einer Marge in Höhe von][●]] % p.a.,

relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [**insert further**].]

[In case the floating rate of interest shall be calculated on the basis of a reference rate[s], according to the following formula ([Dual-][Digital Notes][Range Accrual Notes]), insert:

(2) Rate of Interest. The rate of interest (the "**Rate of Interest**") for each Interest Period shall be expressed as a rate of interest *per annum* and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

Specified Interest Rate x N/[T] [plus][minus][a Margin in the amount of] [●]] per cent. per annum,

wobei

"Festgelegter Zinssatz" ein fixer Zinssatz ist, ausgedrückt in Prozent per annum, wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert.

"R-Geschäftstag" bezeichnet einen Tag (außer einen Samstag oder Sonntag), an dem [das Clearing System] **[falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind]**[falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren einfügen]** Zahlungen abwickeln.]

"Referenzwert-Feststellungstag" ist [der [zweite] [●] [jeder] R-Geschäftstag [innerhalb][vor dem [Kupontermin] [Zinsenzahlungstag] einer [vorangehenden] Zinsenlaufperiode.] **[zu spezifizieren]]**

[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: "N" die Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist, an welchen der Referenzwert [1] [[unter][über][oder][gleich] der Digital-Untergrenze [1]] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [1]] ist [und Referenzwert 2 [[unter][über][oder][gleich] der Digital-Untergrenze [2] [und][oder] [[unter][über][oder][gleich] der Digital-Obergrenze [2]], wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt.

"T" die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode ist.]

"Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde für die jeweilige Zinsenlaufperiode gemäß unten angeführter Tabelle festgelegt.]

[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Kalendertage: Für Kalendertage, welche keine R-Geschäftstage sind, gilt der Referenzwert [1 und Referenzwert 2] des unmittelbar vorangehenden R-Geschäftstages.]

[Im Fall von [Dualen-]Range Accrual Schuldverschreibungen einfügen: Cut-Off-Tage: Für alle [Kalendertage][R-Geschäftstage] nach dem Referenz-Cut-Off-Tag der jeweiligen Zinsenlaufperiode gilt der Referenzwert [1 und Referenzwert 2] des Referenz-Cut-Off Tages.

Whereby

"Specified Interest Rate" is a fixed interest rate expressed as a percentage rate per annum, as defined in the table below for each Interest Period.

"R-Business Day" means any day (other than a Saturday or a Sunday) on which [the Clearing System] **[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres].]**

"Reference Rate Determination Date" means [the [second] [●] [each] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of a[n] [preceding] Interest Period.] **[to be defined]]**

[In case of Range [Dual-] Accrual Notes insert: "N" is the number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below][above][or][equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below][above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period.

"T" is the actual number of [calendar days][R-Business Days] in the relevant Interest Period.]

"Margin" corresponds to a surcharge or disagio in percentage points and has been determined for the relevant Interest Period in accordance with the table below.]

[In case of [Dual-]Range Accrual Notes insert: Calendar days: With regard to calendar days which are no R-Business Days the Reference Rate [1 and Reference Rate 2] of the immediately preceding R-Business Day appl[y][ies].]

[In case of [Dual-]Range Accrual Notes insert: Cut-off days: With regard to any [calendar days][R-Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies].

Der Referenz Cut-Off-Tag entspricht dem [zweiten] [●] R-Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der jeweiligen Zinsenlaufperiode].

The Reference Cut-Off Day corresponds to the [second] [●] R-Business Day preceding the [Coupon Date] [Interest Payment Date] of the relevant Interest Period].

[Im Fall von [Dualen-]Digitalen Schuldverschreibungen einfügen:

"N" hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert [1] [[über][unter] [oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze [1]] [und Referenzwert [2] [[über][unter] [oder] [gleich] der Digital-Untergrenze 2] [und][oder] [[über][unter] [oder] [gleich] der Digital-Obergrenze 2] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.]

[In case of [Dual-]Digital Notes insert:

"N" has a value of 1 in the relevant Interest Period, if the Reference Rate [1] is [[above][below] [or] [equal to] the Digital Minimum [1]] [and][or] [[above][below] [or] [equal to] the Digital Maximum [1]] [and Reference Rate 2 is [[above][below] [or] [equal to] the Digital Minimum 2] [and][or] [[above][below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.]

<i>Interest Period</i>	<i>Specified Interest Rate in per cent. p.a.</i>	<i>[Digital Minimum [1]]</i>	<i>[Digital Maximum [1]]</i>	<i>[Digital Minimum 2]</i>	<i>[Digital Maximum 2]</i>	<i>[Margin]</i>
From (and including) [insert date] until [but excluding] [insert date]						
From (and including) [insert date] until [but excluding] [insert date]						

<i>Zinsenlaufperiode</i>	<i>Festgelegter Zinssatz in % p.a.</i>	<i>[Digital Untergrenze [1]]</i>	<i>[Digital Obergrenze [1]]</i>	<i>[Digital Untergrenze 2]</i>	<i>[Digital Obergrenze 2]</i>	<i>[Marge]</i>
Von (einschließlich) [Datum einfügen] bis ausschließlich [Datum einfügen]						
Von (einschließlich) [Datum einfügen] bis ausschließlich [Datum einfügen]						

einfügen]						

["Digital-Untergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.]

["Digital-Obergrenze [1]" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.]

["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.]

["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.]

Referenzwert [1]

[Falls der Referenzwert [1] ein Referenz-Zinssatz ist einfügen:

ist der Referenz-Zinssatz [1] [, sollte dieser Referenz-Zinssatz [1] jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz [1] von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**.

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwerte mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als

["Digital Minimum [1]" means the minimum specified in the table above for the Reference Rate [1] per Interest Period.]

["Digital Maximum [1]" means the maximum specified in the table above for the Reference Rate [1] per Interest Period.]

["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.]

["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.]

Reference Rate [1]

[If the Reference Rate [1] is a Reference Interest Rate, insert:

will be the Reference Interest Rate [1] [, however, should such Reference Interest Rate [1] be below 0.00 per cent p.a., a Reference Interest Rate [1] of 0.00 per cent p.a. will be applied, all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**.

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

Prozentsatz *per annum* ausgedrückt.)]

[Falls der Referenzwert [1] ein Referenz-CMS-Satz ist einfügen:

ist der Referenz-CMS-Satz [1] gemäß § 1, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwerte mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Wenn der Referenzwert [1] ein Referenz-Wechselkurs ist, einfügen:

ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[anderen Wechselkurs einfügen]** [Mitte-][Geld-][Brief] -Wechselkurs (Kassakurs) ("Referenz-Wechselkurs [1]"), ausgedrückt als Summe von Einheiten **[Währung einfügen]**, welche für eine Währungseinheit des [Euro][US Dollar] **[andere Währung einfügen]** gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag **[Referenzwert-Feststellungstag definieren]** **[wie unten definiert]** ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] **[andere maßgebliche Uhrzeit einfügen]** **[maßgebliche Zeitzone einfügen]** auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] **[andere Bildschirmseite einfügen]**

[If the Reference Rate [1] is a Reference CMS Rate, insert:

will be the Reference CMS Rate [1] according to § 1, all as determined by the Calculation Agent.

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

[If the Reference Rate [1] is a Reference Exchange Rate, insert:

is the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[insert other Exchange Rate]** [mid] [bid-][offer-] exchange rate (spot rate) ("Reference Exchange Rate [1]"), expressed as amount of units in **[insert currency]**, which will be paid for one unit of the [Euro][US Dollar] **[insert other currency]**, and which appears on the [Reuters] Reference Exchange Rate Screen Page [WMRSPOT01] **[insert other screen page]** as of [11.00 a.m.] **[insert other relevant time]** **[insert relevant time zone]** on the [relevant] Reference Rate Determination Date **[define Reference Rate Determination Date]** **[as defined below]** ("Reference Rate Determination

erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Referenzwert 2

[Falls der Referenzwert 2 ein Referenz-Zinssatz ist einfügen:

ist der Referenz-Zinssatz 2 [, sollte dieser Referenz-Zinssatz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz 2 von 0,00 % p.a. heranzuziehen,] [wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz *[per annum]* [anderen Zeitraum einfügen].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "**Interpolierte Variable Zinsenlaufperiode**"), für die der Referenzwert gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Falls der Referenzwert 2 ein Referenz-CMS-Satz ist einfügen:

ist der Referenz-CMS-Satz 2 [, sollte dieser Referenz-CMS-Satz 2 jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-CMS-Satz 2 von 0,00 % p.a. heranzuziehen,] wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "**Interpolierte Variable**

Date"), all as determined by the Calculation Agent.

[Reference Rate 2

[If the Reference Rate 2 is a Reference Interest Rate, insert:

will be Reference Interest Rate 2 [, however, should such Reference Rate 2 be below 0.00 per cent p.a., a Reference Interest Rate 2 of 0.00 per cent p.a. will be applied], all as determined by the Calculation Agent, expressed as a percentage rate *[per annum]* [insert other time period].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which the relevant Reference Rate will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[If the Reference Rate 2 is a Reference CMS-Rate, insert:

will be the Reference CMS Rate 2 [,however, should such Reference CMS Rate 2 be below 0.00 per cent p.a., a Reference CMS Rate 2 of 0.00 per cent p.a. will be applied,], all as determined by the Calculation Agent.]

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "**Interpolated Floating Interest Period**"), for which

Zinsenlaufperiode"), für die der Referenzwert 2 gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.))

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die **"Interpolierte Variable Zinsenlaufperiode"**), für die der Referenzwert 2 gebildet wird anhand der linearen Interpolation des verfügbaren Referenzwertes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzwertes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.))

[Wenn der Referenzwert 2 ein Referenz-Wechselkurs ist einfügen:

ist der [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[anderen Wechselkurs einfügen]** [Mitte-] [Geld-] [Brief-]-Wechselkurs (Kassakurs) ("Referenz-Wechselkurs 2"), ausgedrückt als Summe von Einheiten **[Währung einfügen]**, welche für eine Währungseinheit des [Euro][US Dollar] **[andere Währung einfügen]** gezahlt wird, und welche am [jeweiligen] Referenzwert-Feststellungstag **[Referenzwert-Feststellungstag definieren]** ("Referenzwert-Feststellungstag") gegen [11.00 Uhr] **[andere maßgebliche Uhrzeit einfügen]** **[maßgebliche Zeitzone einfügen]** auf der [Reuters] Referenz-Wechselkurs-Bildschirmseite [WMRSPOT01] **[andere Bildschirmseite einfügen]** erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Hat die Referenzwert-Bildschirmseite dauerhaft aufgehört, den jeweiligen Referenzwert anzugeben, ist diese Quotierung jedoch auf einer anderen von der Berechnungsstelle nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die **"Ersatzbildschirmseite"**), wird die Ersatzbildschirmseite zum Zweck der Berechnung des Referenz-Wechselkurs eingesetzt.]

Im Falle, dass die Berechnungsstelle nach alleinigem Ermessen unter Beachtung von üblichen

the relevant Reference Rate 2 will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.))

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the **"Interpolated Floating Interest Period"**), for which the relevant Reference Rate 2 will be the linear interpolation between the available reference rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available Reference Rate with the next longer term than the term of the Interpolated Floating Interest Period.))

[If the Reference Rate 2 is a Reference Exchange Rate, insert:

will be the [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] **[insert other Exchange Rate]** [mid-] [bid-][offer-]exchange rate (spot rate) ("Reference Exchange Rate 2"), expressed as amount of units in **[insert currency]**, which will be paid for one unit of the [Euro][US Dollar] **[insert other currency]**, and which appears on the [Reuters] Reference Exchange Rate 2 Screen Page [WMRSPOT01] **[insert other screen page]** as of [11.00 a.m.] **[insert other relevant time]** **[insert relevant time zone]** on the [relevant] Reference Rate Determination Date **[define Reference Rate Determination Date]** ("Reference Rate Determination Date"), all as determined by the Calculation Agent.]]

[If the Reference Rate Screen Page permanently ceases to quote the relevant Reference Rate but such quotation is available from another page selected by the Calculation Agent in equitable discretion (the **"Replacement Screen Page"**), the Replacement Screen Page shall be used for the purpose of the calculation of the Reference Exchange Rate.]

In the event that the Calculation Agent in its sole discretion by taking into consideration market

Marktregelungen in Bezug auf OTC Devisengeschäfte (FX Transaktionen) und unter Berücksichtigung des Grundsatzes von Treu und Glauben feststellt, dass an einem Referenzwert-Feststellungstag ein Störungsereignis (wie nachstehend definiert) auftritt und fortbesteht, wird der Referenz-Wechselkurs von der Berechnungsstelle unter Berücksichtigung des Grundsatzes von Treu und Glauben und unter Beachtung von bester Marktpraxis bestimmt[; nach Möglichkeit unter Verwendung des arithmetischen Mittels der erhaltenen verbindlichen Kurs-Quotierungen für die Umrechnung der Maßgeblichen Währung.

Für diesen Zweck wird die Berechnungsstelle am betreffenden Referenzwert-Feststellungstag von den Referenzbanken (wie nachstehend definiert) verbindliche Quotierungen für den Referenz-Wechselkurs erfragen.

Sofern mindestens vier Quotierungen mitgeteilt werden, ist der Referenz-Wechselkurs für das jeweilige Datum das arithmetische Mittel der mitgeteilten Quotierungen, ohne dabei die Quotierung mit dem höchsten und dem niedrigsten Wert zu berücksichtigen. Für diesen Zweck gilt, sofern mehr als eine Quotierung denselben höchsten oder niedrigsten Wert aufweist, dass nur eine dieser Quotierungen unberücksichtigt bleiben soll.

Sofern zwei oder drei Quotierungen mitgeteilt werden, ist der Referenz-Wechselkurs für das jeweilige Datum das arithmetische Mittel der mitgeteilten Quotierungen.

Sofern weniger als zwei Quotierungen mitgeteilt werden, wird der Referenz-Wechselkurs von der Berechnungsstelle in alleinigem Ermessen unter Beachtung von üblichen Marktregelungen in Bezug auf OTC Devisengeschäfte (FX Transaktionen) und unter Berücksichtigung des Grundsatzes von Treu und Glauben handelnd bestimmt.]

"Störungsereignis" bedeutet in Bezug auf die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen jedes der folgenden Ereignisse:

- (a) Referenzwert-Störung;
- (b) Störung der Bildschirmseite;
- (c) Jedes andere Ereignis, welches nach Auffassung der Berechnungsstelle den Handel mit den Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen, die Möglichkeit der Emittentin ihre Verpflichtungen aus den Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen oder damit zusammenhängenden Sicherungsgeschäften zu erfüllen, erheblich erschweren würde.

Dabei gilt allgemein:

"Referenz-Wechselkurs-Bildschirmseite" bedeutet

practice in relation to OTC foreign exchange transactions (FX transactions) and by acting in good faith determines that a Disruption Event (as defined below) has occurred and is continuing on any Reference Rate Determination Date, then the Reference Exchange Rate will be determined by the Calculation Agent in good faith and in a commercially reasonable manner[; if possible, by using the arithmetic mean of the firm quotes received for the conversion of the Relevant Currency.

For that purpose, on the relevant Reference Rate Determination Day, the Calculation Agent shall request the Reference Banks (as defined below) to quote binding offers for the Reference Exchange Rate.

If at least four quotations are provided, the rate of the Reference Exchange Rate for the relevant date will be the arithmetic mean of the quotations provided, without regard to the quotations having the highest and lowest value. For this purpose, if more than one quotation has the same highest value or lowest value, then only one of such quotations shall be disregarded.

If two or three quotations are provided, the rate of the Reference Exchange Rate for the relevant date will be the arithmetic mean of the quotations provided.

If fewer than two quotations are provided, the Reference Exchange Rate shall be determined by the Calculation Agent in its sole discretion by taking into consideration market practice in relation to OTC foreign exchange transactions (FX transactions) and by acting in good faith.]

"Disruption Event", in respect of the Ordinary Senior Notes, means the occurrence of any of the following events:

- (a) Reference Rate Disruption;
- (b) Screen Page Disruption;
- (c) any other event that, in the opinion of the Calculation Agent, materially affects dealings in the Ordinary Senior Notes of any series or affects the ability of the Issuer to meet any of its obligations under the Ordinary Senior Notes of any series or under any related hedging transactions.

Whereas:

"Reference Exchange Rate Screen Page" means

[●]

"Maßgebliche Währung" bedeutet [●]

"Referenzwert-Störung" bedeutet eine Situation, bei der ein Referenz-Wechselkurs nicht länger existiert und von der zuständigen Behörde durch einen nachfolgenden Wechselkurs ersetzt wird, welcher zuvor von dieser bekannt gemacht, sanktioniert, veröffentlicht, verlautbart angenommen wurde (oder andere ähnliche Maßnahmen).

"Störung der Bildschirmseite" bedeutet in Bezug auf einen Referenz-Wechselkurs eine Situation, bei der es unmöglich ist, den Wechselkurs an einem Beobachtungstermin auf der Bildschirmseite [(Ersatzbildschirmseite)] zu erhalten.]

[„Referenzwert-Feststellungstag“ ist [der] [jeder] [zweite] [●] R-Geschäftstag [innerhalb][vor dem [Kupontermin] [Zinsenzahlungstag] einer Zinsenlaufperiode.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der „Variable Zinssatz“) für die [jeweilige] Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum („ $I_{an}(t)$ “) ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$I_{an}(t) = [\text{Min} \{ \ } [\text{Max} \{ \ } (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \ }] [+][-] [\text{Marge}]$$

„ $HVPI(t)$ “ bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

„ $HVPI(t-1)$ “ bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

[„Abschlag“ bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

[„Zuschlag“ bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

[„Wert“ bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

[„Faktor“ bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

[„Marge“ bedeutet eine definierte [Zahl][Anzahl von

[●]

"Relevant Currency" means [●]

"Reference Rate Disruption" means that any Reference Exchange Rate ceases to exist and is replaced by a successor currency exchange rate which is reported, sanctioned, recognised, published, announced or adopted (or other similar action) by a Governmental Authority.

"Screen Page Disruption" means in relation to a Reference Exchange Rate, it becomes impossible to obtain the Exchange Rate on an Observation Date from the Screen Page [(Replacement Screen Page)].]

[“Reference Rate Determination Date” is [the] [each] [second] [●] R-Business Day [within][prior to the [Coupon Date] [Interest Payment Date] of an Interest Period.]

[In case the floating rate of interest is determined on the basis of HICP, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the “Floating Rate of Interest”) for [each][the] Floating Interest Period shall be expressed as a rate in per cent per annum (“ $I_{an}(t)$ ”) and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$I_{an}(t) = [\text{Min} \{ \ } [\text{Max} \{ \ } (HICP(t) - HICP(t-1)) / HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value} \ }] [+][-] [\text{Margin}]$$

“ $HICP(t)$ ” means the level of the HICP that is published by reference to the [insert reference period(t)].

“ $HICP(t-1)$ ” means the level of the HICP that is published by reference to the [insert reference period(t-1)].

[“Reduction” means a defined [negative] [number][number of percentage points] and has been determined as [●].]

[“Surcharge” means a defined [positive] [number][number of percentage points] and has been determined as [●].]

[“Value” means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

[“Factor” means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

[“Margin” means a defined [number][number of

Prozentpunkten] und wurde mit [●] festgelegt.]

„HVPI“ oder „Index“ ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend „EUROSTAT“ oder „Indexsponsor“ genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der „Nachfolgesponsor“) berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der „Nachfolgeindex“). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor [] eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

„Euro-Zone“ bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen

percentage points] and has been determined as [●].]

“HICP” or “Index” is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the “EUROSTAT” or the “Index Sponsor”) and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the “Successor Sponsor”), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the “Successor Index”). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent’s opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index [] or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

“Euro-Zone” means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty

Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:

[(3)] **[Im Fall, dass ein Mindestzinssatz gilt, einfügen:** *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Mindestzinssatz einfügen]** (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Höchstzinssatz einfügen]** (*Cap*).]

[(3)][4][5)] *Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach [dem][jedem] Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Zinsbetrag (der „Zinsbetrag“) für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Variable Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Schuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(●)] *Mitteilung von Variablem Zinssatz und Zinsbetrag.*

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin[, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung,

establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:

[(3)] **[In case a minimum rate of interest applies insert:** *Minimum Rate of Interest:* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert minimum rate of interest]** (*Floor*).]

[In case a maximum rate of interest applies insert: *Maximum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert maximum rate of interest]** (*Cap*).]

[(3)][4][5)] *Interest Amount.* The Calculation Agent will, on or as soon as practicable after [the][each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the “Interest Amount”) payable on the Notes for the relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] *Notification of Floating Rate of Interest and Interest Amount.*

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no

aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der [jeweiligen] Variablen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:]

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:]

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche

event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:]

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/ Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:]

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be

Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinszahlungstag] der [jeweiligen] Variablen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind,

promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will

erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Variabel zu Fest verzinslichen Schuldverschreibungen einfügen:

(1) Variable Verzinsung.

(a) *Variabler Zinssatz, Variable Zinsenlaufperiode[n], Zinsenwechseltag.* Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der „Verzinsungsbeginn“) (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Zinsenzahlungstag]) (ausschließlich) verzinzt.

[Eine][Die] „Variable Zinsenlaufperiode“ läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Zinsenzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Kupontermin bzw. den Zinsenwechseltag] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Zinsenzahlungstag bzw. den Zinsenwechseltag] (jeweils ausschließlich)].

„Zinsenwechseltag“ bezeichnet den **[letzten Variablen Kupontermin einfügen]** [auf den Variablen Kupontermin **[letzten Variablen Kupontermin einfügen]** bezüglichen Variablen Zinsenzahlungstag].

Die Variable[n] Zinsenlaufperiode[n][unterliegt] [unterliegen] [k]einer Anpassung.

(b) *Variabler Kupontermin.* Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. [„Variable Kupontermine“ sind jeweils der **[Datum einfügen]** [eines jeden Jahres] (jeweils ein „Variabler Kupontermin“) und bleiben immer unangepasst.] [„Variabler Kupontermin“ ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen]**.]

be made to the extent provided for by such rules.]

[In case of Notes with Floating to Fixed interest rates, insert:

(1) Floating Interest.

(a) *Floating Rate of Interest, Floating Interest Period[s], Interest Exchange Day.* The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the “Interest Commencement Date”) to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [last] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [last] Floating Interest Payment Date].

[A][The] “Floating Interest Period” is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [first] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [first] Floating Interest Payment Date] [and thereafter from (and including) each **[in case of no adjustment of Floating Interest Period insert:** Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Floating Interest Payment Date] to (but each excluding) **[in case of no adjustment of Floating Interest Period insert:** the next following Floating Coupon Date or the Interest Exchange Day] **[in case of an adjustment of Floating Interest Period insert:** the next following Floating Interest Payment Date or the Interest Exchange Day].

“Interest Exchange Day” means **[insert last Floating Coupon Date]** [the Floating Interest Payment Date relating to the Floating Coupon Date **[insert last Floating Coupon Date]**].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Dates.* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [“Floating Coupon Dates” are in each case on **[insert floating coupon dates]** [in each year] (each such date a “Floating Coupon Date”) and always remain unadjusted.] [“Floating Coupon Date” is the **[insert floating coupon date]** and it always remains unadjusted.]

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating Coupon Date shall be on **[insert last Floating Coupon Date]**.]

(c) Variable[r] Zinsenzahlungstag[e].

Variable Zinsen auf die Schuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar. Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: **ersten Variablen Kupontermin einfügen**] [(der „Erste Variable Kupontermin“)] [Letzter Variabler Kupontermin ist: **letzten Variablen Kupontermin einfügen**] [(der „Letzte Variable Kupontermin“)]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) *Variable Zinssatz.* Der variable Zinssatz (der „Variable Zinssatz“) für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die „Interpolierte Variable Zinsenlaufperiode“), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

(c) Floating Interest Payment Date[s].

Interest on the Notes shall be payable on [each][the] Floating Interest Payment Date. Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **insert first Floating Coupon Date**] [(“First Floating Coupon Date”)] [last Floating Coupon Date is: **insert last Floating Coupon Date**] [(“Last Floating Coupon Date”)]].]

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the “Floating Rate of Interest”) for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] **[insert other time period]**].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the “Interpolated Floating Interest Period”), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the “Interpolated Floating Interest Period”), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.))

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] **[insert number]** **[insert further].**]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **[insert further].]**

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(d) *Floating Rate of Interest.* The floating rate of interest (the “Floating Rate of Interest”) for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{][Max][Min] [(][[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
[[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]]]; [([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
[[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])]); [([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
[[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])] }

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the “Interpolated Floating Interest Period”), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated

Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)) Floating Interest Period.))

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die „Interpolierte Variable Zinsenlaufperiode“), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.))

[„Faktor“ bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

[„Marge“ entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(d) *Varabler Zinssatz.* Der variable Zinssatz (der „Variable Zinssatz“) für die jeweilige Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum („Ian(t)“) ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$\text{Ian}(t) = [\text{Min}\{ \} [\text{Max}\{ \} (\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert } \}] [+][-] [\text{Marge}]$$

„HVPI(t)“ bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

„HVPI(t-1)“ bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

[„Abschlag“ bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

[„Zuschlag“ bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

[„Wert“ bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the “Interpolated Floating Interest Period”), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.))

[“Factor” means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].]

[“Margin” corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

[In case the floating rate of interest is determined on the basis of HICP, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the “Floating Rate of Interest”) for each Floating Interest Period shall be expressed as a rate in per cent *per annum* (“Ian(t)”) and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$\text{Ian}(t) = [\text{Min}\{ \} [\text{Max}\{ \} (\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value } \}] [+][-] [\text{Margin}]$$

“HICP(t)” means the level of the HICP that is published by reference to the [insert reference period(t)].

“HICP(t-1)” means the level of the HICP that is published by reference to the [insert reference period(t-1)].

[“Reduction” means a defined [negative] [number][number of percentage points] and has been determined as [●].]

[“Surcharge” means a defined [positive] [number][number of percentage points] and has been determined as [●].]

[“Value” means a defined [number][number of percentage points] which stands for a percentage rate,

wurde mit [●] festgelegt.]

[„Faktor“ bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

[„Marge“ bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

„HVPI“ oder „Index“ ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend „EUROSTAT“ oder „Indexsponsor“ genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der „Nachfolgesponsor“) berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der „Nachfolgeindex“). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und

and has been determined as [●].]

[“Factor” means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

[“Margin” means a defined [number][number of percentage points] and has been determined as [●].]

“HICP” or “Index” is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the “EUROSTAT” or the “Index Sponsor”) and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the “Successor Sponsor”), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the “Successor Index”). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent’s opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

„Euro-Zone“ bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:

[Im Fall, dass ein Mindestzinssatz gilt, einfügen: *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als [**Mindestzinssatz einfügen**], so ist der Zinssatz für diese Variable Zinsenlaufperiode [**Mindestzinssatz einfügen**] % p.a. (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als [**Höchstzinssatz einfügen**], so ist der Zinssatz für diese Variable Zinsenlaufperiode [**Höchstzinssatz einfügen**] % p.a. (*Cap*).]

(e) *Variable Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Variablen Zinsbetrag (der „Variable Zinsbetrag“) für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Variable Zinsbetrag wird ermittelt, indem der Variable Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf [den Gesamtnennbetrag der Schuldverschreibungen] [die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

(f) Mitteilung von Variablem Zinssatz und Variablem Zinsbetrag.

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige

“Euro-Zone” means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:

[In case minimum rate of interest applies insert: *Minimum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than [**insert minimum rate of interest**], the Floating Rate of Interest for such Floating Interest Period shall be [**insert minimum rate of interest**] per cent *per annum* (*Floor*).]

[In case maximum rate of interest applies insert: *Maximum Rate of Interest.* If the Floating Rate of Interest in respect of any [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than [**insert maximum rate of interest**], the Floating Rate of Interest for such Floating Interest Period shall be [**insert maximum rate of interest**] per cent *per annum* (*Cap*).]

(e) *Floating Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the “Floating Interest Amount”) payable on the Notes for the relevant Floating Interest Period. The relevant Floating Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to the [aggregate principal amount of the Notes] [Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

(f) Notification of Floating Rate of Interest and Floating Interest Amount.

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period

Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der Variablen [jeweiligen] Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln

[and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/ Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinsenlaufperiode] [zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinsenzahlungstag] der [jeweiligen] Variablen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/ Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders in accordance with § 14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period]] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/ Investors/ Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

(2) Feste Verzinsung

(a) *Zinssatz, Festzinsenlaufperiode[n]*. Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem Zinsenwechsellag (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [letzten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Rückzahlungstag wie in § 6(1) definiert] (ausschließlich)]** verzinst (der „Festzinssatz-Zeitraum“).

[Eine][Die] „Festzinsenlaufperiode“ läuft dabei [jeweils] vom Zinsenwechsellag (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festzinseinzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Festzinseinzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: letzten Festzinseinzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)]**.

Die Festzinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] (der „Festzinssatz“).**

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Zinsenwechsellag bis zum [ersten] [Festkupontermin][Festzinseinzahlungstag] [Rückzahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom**

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

(2) Fixed Interest

(a) *Rate of Interest, Fixed Interest Period[s]*. The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [last] Fixed Coupon date] [in case of an adjustment of Fixed Interest Period insert: Maturity Date (as defined in § 6(1)) (the “Fixed Interest Rate Period”)]**.

[A][The] “Fixed Interest Period” is respectively from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: [first] Fixed Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or last Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: last Fixed Interest Payment Date or Maturity Date]]**.

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is **[insert Rate of Interest] per cent [per annum] [insert other period] (the “Fixed Interest Rate”).**

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Exchange Day to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [Maturity Date] **[insert Rate of Interest] per cent [per annum] [,][and] [for the [n-th] Fixed Interest Period from the**

[maßgeblichen **Festkupontermin/ Festzinsenzahlungstag einfügen**] bis zum [maßgeblichen **Festkupontermin/ Festzinsenzahlungstag einfügen**] [Rückzahlungstag] [Zinssatz **einfügen**] % [p.a.]] [,][und] [anderen/weiteren Zeitraum **einfügen**] [(der jeweilige „Festzinssatz“)] [die jeweiligen „Festzinssätze“)].

(b) *Festkupontermin[e], Festzinsenzahlungstag[e]*. Der Festzins ist nachträglich zahlbar. [Festkupon- termine sind [jeweils] am **[Festkupon- termine einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der **[Festkupontermin einfügen]** (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupon- termin ist der **[letzten Festkupontermin einfügen]**.]

Festzinsen auf die Schuldverschreibungen sind [am] [an jedem] Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäfts- tag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzins- kupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag

[**Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen**]: [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: **ersten Festkupontermin einfügen**] [Letzter Festkupontermin ist: **letzten Festkupontermin einfügen**].]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen*. Sofern Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]

[Im Fall von Nullkupon-Schuldverschreibungen einfügen]:

(1) *Keine periodischen Zinsenzahlungen*. Es erfolgen keine periodischen Zinsenzahlungen auf die Schuldverschreibungen. Die Emissionsrendite[n] [beträgt][betragen] **[Emissionsrendite einfügen]**

[Im Falle von unterschiedlichen Emissionsrenditen für einzelne Zinsenlaufperioden, relevante Bestimmungen (einschließlich Ersatzregelungen) hier einfügen]

[Fortsetzung allgemeine Bestimmungen für

[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] to the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** [Maturity Date] **[insert Rate of Interest]** per cent [*per annum*]] [,][and] **[insert further/other period]** (the relevant "Fixed Interest Rate[s]").]

(b) Fixed Coupon Date[s], Fixed Interest Payment Date[s]. Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on [insert Fixed Coupon Date(s)] [in each year] (each such date a "Fixed Coupon Date") and always remain unadjusted.] [Fixed Coupon Date is on [insert Fixed Coupon Date] (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

Fixed interest shall be payable on [the] [each] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on the Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[**In the case of [short] [long] Fixed Interest Period insert**]: [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: **insert first Fixed Coupon Date**] [last Fixed Coupon Date is: **insert last Fixed Coupon Date**].]

(c) *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Zero Coupon Notes, insert:

(1) *No Periodic Payments of Interest*. There will not be any periodic payments of interest on the Notes. The Amortisation Yield[s] [is][are] **[insert Amortisation Yield]**

[In the case of different Amortisation Yields for individual Interest Periods, set forth applicable provisions (including fallback provisions) herein]

[Continuation of general terms and conditions for

Verzinsung:

[(•)] *Zinsenlauf und Verzugszinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, sind die Schuldverschreibungen bezogen auf ihren [Nennbetrag][Rückzahlungsbetrag] vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen zu verzinsen.

[(•)] *Zinsentagequotient.* "Zinsentagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[Im Fall, dass Actual/Actual (ICMA Regelung 251) anwendbar ist, einfügen:]

Der Zinsberechnungszeitraum wird auf folgender Basis berechnet:

- (a) Wenn der Zinsberechnungszeitraum gleich oder kürzer ist als die Feststellungsperiode (wie nachstehend definiert), in die der Zinsberechnungszeitraum fällt, oder falls er ihr entspricht (einschließlich im Falle eines kurzen Kupons), ist der Zinsberechnungszeitraum die Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, geteilt durch [das Produkt aus (1)] [die][der] Anzahl der Tage in der Feststellungsperiode, in die der Zinsberechnungszeitraum fällt [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden]; und
- (b) wenn der Zinsberechnungszeitraum länger ist als eine Feststellungsperiode (langer Kupon), ist der Zinsberechnungszeitraum die Summe aus:
 - (i) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [das Produkt aus (1)] [die][der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in ein Kalenderjahr fallen]; und
 - (ii) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch [das Produkt aus (1)] [die][der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden].]

Wobei:

interest:

[(•)] *Accrual of Interest and Default Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall accrue on the [principal amount][redemption amount] of the Notes from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law.¹

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

[If Actual/Actual (ICMA Rule 251) is applicable, insert:]

The Calculation Period will be calculated on the following basis:

- (d) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and
- (e) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and
 - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"Feststellungsperiode" bezeichnet den Zeitraum ab und einschließlich [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] in einem Jahr bis, aber ausgenommen, zum nächstn [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] (Actual/Actual (ICMA Regelung 251)).]

[Im Fall von Actual/Actual (ISDA) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (a) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (b) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365) (Actual/Actual (ISDA)).]

[Im Fall von Actual/365 (Fixed) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (Actual/365 (Fixed)).]

[Im Fall von Actual/360 einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360 (Actual/360).]

[Im Fall von 30/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (ii) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist) (30/360 oder Bond Basis).]

[Im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle eines am Rückzahlungstag endenden Zinsen-

"Determination Period" means the period from and including [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] in any year to but excluding the next [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] (Actual/Actual (ICMA Rule 251)).]

[If Actual/Actual (ISDA), insert:

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

[If Actual/365 (Fixed), insert:

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

[If Actual/360, insert:

the actual number of days in the Calculation Period divided by 360 (Actual/360).]

[If 30/360 or Bond Basis, insert:

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

[If 30E/360 or Eurobond Basis, insert:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case

berechnungszeitraums der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt) (30E/360 oder Eurobond Basis).]

[Im Fall von 360/360 einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen. (360/360).]

**§ 5
ZAHLUNGEN**

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

(1) [(a)] *Zahlungen von Kapital.* Die Zahlungen von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Schuldverschreibungen erfolgen [nach Maßgabe des nachstehenden Absatzes 2] [an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems] [gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden [Globalurkunde] [Sammelurkunde] bei der bezeichneten Geschäftsstelle der Emissionsstelle.]

[Im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, einfügen:

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Schuldverschreibungen erfolgt [nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems].

[Im Fall von Zinsenzahlungen auf eine vorläufige Globalurkunde, einfügen: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 2 Absatz (2)(b).]

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die Währung des Staates der Festgelegten Währung ist.

the month of February shall not be considered to be lengthened to a 30-day month) (30E/360 or Eurobond Basis).]

[If 360/360, insert:

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months. (360/360).]

**§ 5
PAYMENTS**

[In the case of an issue where the Notes are not kept in custody by SIX SIS AG, insert:

(1) [(a)] *Payment of Principal.* Payment of principal, and any additional amounts, in respect of the Notes shall be made[, subject to subparagraph (2) below,] to [the Clearing System or to its order] [the Paying Agent] [the depository bank] for credit to the accounts of the relevant account holders [of the Clearing System] [upon presentation and (except in the case of partial payment) surrender of the [Global Note] [Global Certificate] representing the Notes at the time of payment at the specified office of the Fiscal Agent.]

[In the case of Notes other than Zero Coupon Notes, insert:

(b) *Payment of Interest.* Payment of interest on the Notes and any additional amounts shall be made[, subject to subparagraph (2), to the Clearing System or to its order] [Paying Agent] [depository bank] for credit to the relevant account holders [of the Clearing System].

[In the case of interest payable on a Temporary Global Note, insert: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(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 freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

[Im Fall von Schuldverschreibungen, die nicht auf Euro oder Renminbi lauten, einfügen:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist, durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung.]

[(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an [das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] von ihrer Zahlungspflicht befreit.]

[(3)][(4)] *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstagenkonvention gemäß Absatz ([5])[6]). Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist – unbeschadet der Bestimmungen betreffend die Zinsenlaufperiode – nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[Anderen Zahltag einfügen: Zahltag ist [definiere Zahltag]]

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] betriebsbereit [ist] [sind]] [und Geschäftsbanken und Devisenmärkte in

[In the case of Notes not denominated in Euro and not denominated in Renminbi, insert:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

[(3) *Discharge.* The Issuer shall be discharged by payment to [, or to the order of, the Clearing System] [the Paying Agent] [the depository bank].]

[(3)][(4)] *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph ([5])[6]). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder shall not be entitled to further interest or other payment in respect of such delay.

[Insert other Payment Business Day: Payment Business Day is [define Payment Business Day]]

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] [is][are] operational][and] [commercial banks and foreign exchange markets

[sämtliche relevanten Finanzzentren einfügen]
Zahlungen abwickeln].]

[Im Fall, dass die Festgelegte Währung Renminbi ist, einfügen:

[(4)][(5)] *Zahlung des Gegenwerts in U.S.-Dollar.* Für den Fall, dass die Emittentin ungeachtet des Vorstehenden aufgrund von Nichtkonvertierbarkeit, Nichttransferierbarkeit oder Illiquidität nicht in der Lage ist, unter den Schuldverschreibungen fällige Kapitalbeträge oder Zinsen (ganz oder teilweise) in Renminbi zu zahlen, wird die Emittentin nach Versendung einer unwiderruflichen Mitteilung frühestens 30 Kalendertage und spätestens 5 Kalendertage vor dem Tag, an dem die Zahlung an die Gläubiger fällig wird, eine solche Zahlung am Fälligkeitstag (ganz oder teilweise) in U.S.-Dollar in dem Gegenwert in U.S.-Dollar zu dem auf Renminbi lautenden Betrag tätigen. Sofern die Emittentin Zahlungen von Kapital- oder Zinsbeträgen teilweise in Renminbi und teilweise in U.S.-Dollar zu tätigen hat, wird sie die Zahlungen an jeden Anteilinhaber soweit wie möglich im gleichen anteiligen Verhältnis zwischen Renminbi und U.S.-Dollar gemäß den jeweils geltenden Vorschriften des Clearing Systems tätigen.

Für die Zwecke dieser Bedingungen steht der Begriff "Gegenwert in U.S.-Dollar" für den auf der Grundlage des an dem betreffenden Festlegungstag geltenden Kassakurses in U.S.-Dollar konvertierten Renminbi-Betrag.

Zu diesem Zweck:

ist die "Berechnungsstelle" die **[Berechnungsstelle einfügen]**;

steht "Renminbi" oder "CNY" für die gesetzliche Währung der "VRC";

ist ein "Renminbi-Händler" ein unabhängiger, international renommierter, am Renminbi-Devisenmarkt in Hongkong tätiger Devisenhändler;

ist ein "Geschäftstag zu Festlegungszwecken" ein Tag (außer Samstag und Sonntag), an dem die Geschäftsbanken in Hongkong, Peking, London, TARGET und New York City für den üblichen Geschäftsbetrieb (einschließlich Devisengeschäfte) geöffnet sind;

ist ein "Festlegungstag" der Tag, der zwei Geschäftstage zu Festlegungszwecken vor dem Tag liegt, an dem Zahlungen des betreffenden Betrags gemäß diesen Bedingungen fällig sind;

ist eine "Regierungsbehörde" jede faktische bzw. laut Gesetz bestehende Regierungsstelle (oder öffentliche Institution oder eine Unterabteilung davon), jedes

settle payments in **[insert all relevant financial centres]**.]

[In case the Specified Currency is Renminbi, insert:

[(4)][(5)] *Payment of U.S. Dollar Equivalent.* Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest (in whole or in part) in respect of the Notes when due in Renminbi, the Issuer shall, by sending an irrevocable notice not less than five or more than 30 calendar days prior to the due date for payment to the Holders, settle any such payment (in whole or in part) in U.S. Dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount. In case the Issuer needs to satisfy payments of principal or interest in part in Renminbi and in part in U.S. Dollars, it shall to the extent possible make payment to each Holder in the same pro rata amount of Renminbi and U.S. Dollar in accordance with the rules of the Clearing System from time to time.

For the purposes of these Conditions, "U.S. Dollar Equivalent" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date.

For this purpose

"Calculation Agent" means **[insert Calculation Agent]**;

"Renminbi" or "CNY" means the lawful currency of the "PRC";

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, Beijing, London, TARGET and in New York City;

"Determination Date" means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other

Gericht, Tribunal, jede Verwaltungs- oder Regierungsbehörde oder sonstige (öffentlich-rechtliche oder zivilrechtliche) juristische Person, die mit der Regulierung der Finanzmärkte (einschließlich der Zentralbank) in der VRC und Hong Kong betraut ist;

steht "Hong Kong" für die Sonderverwaltungsregion Hong Kong der VRC;

bezeichnet "Illiquidität" einen Zustand, der eintritt, wenn der allgemeine Devisenmarkt für Renminbi in Hongkong nicht mehr ausreichend liquide ist, und sich die Emittentin aus diesem Grund nicht genügend Renminbi zur Erfüllung ihrer Verpflichtung zur (vollständigen oder teilweisen) Zahlung von Kapitalbeträgen oder Zinsen unter den Schuldverschreibungen beschaffen kann, wobei die Emittentin dies nach Treu und Glauben, in einer nach wirtschaftlichen Gesichtspunkten angemessenen Weise, sowie (wenn möglich) nach Rücksprache mit zwei Renminbi-Händlern feststellt;

bezeichnet "Nichtkonvertierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, einen im Zusammenhang mit den Schuldverschreibungen fälligen Betrag auf dem allgemeinen Devisenmarkt für Renminbi in Hongkong zu konvertieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

bezeichnet "Nichttransferierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, Renminbi zwischen Konten innerhalb von Hongkong oder von einem Konto in Hongkong auf ein Konto außerhalb von Hongkong und außerhalb der VRC, oder von einem Konto außerhalb von Hongkong und außerhalb der VRC auf ein Konto in Hongkong zu transferieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

steht "VRC" für die Volksrepublik China, wobei für die Zwecke dieser Bedingungen Hongkong, die Sonderverwaltungsregion Macau der Volksrepublik

governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the PRC and Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation;

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside the PRC or from an account outside Hong Kong and outside the PRC to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation);

"PRC" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative

China und Taiwan als ausgenommen gelten; und

Region of the People's Republic of China and Taiwan; and

meint "**Kassakurs**" das arithmetische Mittel zwischen Geld- und Briefkurs zwischen U.S.-Dollar und Renminbi für den Kauf von U.S.-Dollar mit Renminbi auf dem außerbörslichen Renminbi Devisenmarkt in Hongkong mit Abwicklung nach zwei Geschäftstagen zu Festlegungszwecken zu dem von der Berechnungsstelle am Festlegungstag um ca. 11.00 Uhr (Hongkong Zeit), unter der Annahme einer tatsächlichen Abwicklung, unter Heranziehung der auf der Bildschirmseite TRADCNY3 von Reuters unter der Spalte "USD/CNH" festgelegten Kurse, oder, sofern solche Kurse nicht zur Verfügung stehen, unter der Annahme eines synthetischen Geschäfts, unter Heranziehung der Bildschirmseite TRADNDF von Reuters, oder der jeweiligen Nachfolgeseiten. Sofern keiner dieser Kurse verfügbar ist, wird die Berechnungsstelle den Kassakurs um ca. 11.00 Uhr (Hongkong Zeit) am Festlegungstag als aktuellsten verfügbaren offiziellen U.S.-Dollar/CNY Kurs für Abwicklungen in zwei Geschäftstagen zu Festlegungszwecken, wie vom staatlichen Devisenamt der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) veröffentlicht, der auf der Bildschirmseite CNY=SAEC von Reuters veröffentlicht wird, bestimmen. Verweise auf Bildschirmseiten von Reuters beziehen sich auf von Reuters so bezeichnete Monitor Money Rates Service Seiten (oder einen an dessen Stelle tretenden Dienst) oder auf andere Seiten, die diese Seiten zum Zwecke der Darstellung eines vergleichbaren Devisenwechselkurses gegebenenfalls ersetzen.

"**Spot Rate**" means the arithmetic mean of the offer and the bid US Dollar/CNY spot exchange rate for the purchase of US Dollars with CNY in the over-the-counter CNY exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3 under the column "USD/CNH", or if no such rates are available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF, or the respective successor pages. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available US Dollar/CNY official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the People's Republic of China, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

Sämtliche Mitteilungen, Stellungnahmen, Festlegungen, Bescheinigungen, Berechnungen, Quotierungen oder Entscheidungen, die von der Berechnungsstelle zum Zwecke der Bestimmungen dieses § 5 (5) gemacht oder getroffen werden oder von dieser eingeholt werden, sind (sofern kein offensichtlicher Irrtum vorliegt) für die Emittentin, die beauftragten Stellen sowie für alle Gläubiger bindend.]

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 5(5) by the Calculation Agent, will (in the absence of a manifest error) be binding on the Issuer, the Agents and all Holders.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

[In the case of an issue where the Notes are kept in custody by SIX SIS AG insert:

(1) (a) *Zahlungen von Kapital.* Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde

(1) (a) *Payment of Principal.* Payment of principal and any additional amounts in respect of the Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Notes at the time of payment at the

bei der bezeichneten Geschäftsstelle der Schweizer Hauptzahlstelle.

(b) *Zahlungen von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf die Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an die Schweizer Hauptzahlstelle oder deren Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung der Schweizerischen Eidgenossenschaft ist.

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

(3) *Erfüllung.* Die Emittentin wird durch rechtzeitige Leistung der fälligen Zahlung in **[Währung einfügen]** in **[Sitz der Schweizer Hauptzahlstelle einfügen]** an die Schweizer Hauptzahlstelle oder deren Order wie in diesen Bedingungen und den Endgültigen Bedingungen vorgesehen, von ihrer Zahlungspflicht befreit.

(4) *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstage-

specified office of the Swiss Principal Paying Agent.

(b) *Payment of Interest.* Payment of interest on the Notes and any additional amounts shall be made, subject to subparagraph (2), to the Swiss Principal Paying Agent or to its order for credit to the relevant account holders of the Clearing System.

(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 freely negotiable and convertible currency which on the respective due date is the legal currency of the Swiss Confederation.

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(3) *Discharge.* The Issuer shall be discharged by due and punctual payment of the funds in **[insert currency]** in **[insert location of Swiss Principal Paying Agent]** to, or to the order of, the Swiss Principal Paying Agent in the manner provided by these Conditions and the Final Terms.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph [(5)][(6)]. The

Konvention gemäß Absatz [(5)][(6)]. Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[Anderen Zahltag einfügen: Zahltag ist [definiere Zahltag]

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][und Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]

[Fortsetzung allgemeine Bestimmungen :]

[(4)][(5)][(6)] *Geschäftstage-Konvention.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

[bei Anwendung der folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

[bei Anwendung der modifizierten folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

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

§ 6 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die

Holder shall not be entitled to payment until the next such day in the relevant place. The Holder shall not be entitled to further interest or other payment in respect of such delay.

[Insert other Payment Business Day: Payment Business Day is [define Payment Business Day]]

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational][and] [commercial banks and foreign exchange markets settle payments in [insert all relevant financial centres].]

[Continuation of general terms and conditions :]

[(4)][(5)][(6)] *Business Day Convention.* If the date for payment of any amount in respect of any Note would fall on a day which is not a Business Day, it shall be

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

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

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

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

§ 6 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their [Final

Schuldverschreibungen zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] am [im Fall eines festgelegten Rückzahlungstages, Rückzahlungstag einfügen] [im Fall eines Rückzahlungsmonats einfügen]: in den [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fallenden [Variablen] Zinsenzahlungstag (der "Rückzahlungstag") zurückgezahlt.

(2) [Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs]:

[Im Fall der Rückzahlung bei Endfälligkeit zum Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.]

[Im Fall der Rückzahlung bei Endfälligkeit zu einem anderen Betrag als dem Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung beträgt [Währung einfügen] [Betrag größer gleich dem Nennbetrag einfügen] je Schuldverschreibung.]

[Im Fall der Rückzahlung bei Endfälligkeit zu einem Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Schuldverschreibung beträgt [Prozentsatz größer gleich 100% einfügen] % (Prozent) vom Nennbetrag der Schuldverschreibungen.]

[Im Fall der Rückzahlung bei Endfälligkeit zu einem entsprechend der positiven Entwicklung des HVPI gebildeten Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Schuldverschreibung ausgedrückt in % (Prozent vom Nennbetrag) errechnet sich wie folgt:

$100 + \text{Max} \{[(\text{HVPI}(t) - \text{HVPI}(t-1))/\text{HVPI}(t-1)] \times 100\}$
[* Faktor] [+][-] [Zuschlag] [Abschlag] }; 0]

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●]festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit

[Redemption Amount] [Final Redemption Rate] on [in case of a specified Maturity Date insert such Maturity Date] [in case of a Redemption Month insert: the [Floating] Interest Payment Date falling in [insert Redemption Month and Redemption Year]] (the "Maturity Date").

(2) [Final Redemption Amount][Final Redemption Rate]:

[If the Notes are redeemed on the Maturity Date at their principal amount insert:]

The Final Redemption Amount in respect of each Note shall be equal to its principal amount.]

[If the Notes are redeemed on the Maturity Date at an amount other than the principal amount insert:]

The Final Redemption Amount in respect of each Note shall be [insert currency] [insert amount greater than or equal to the principal amount] for each Note.]

[If the Notes are redeemed on the Maturity Date at a percentage of their principal amount insert:]

The Final Redemption Rate in respect of each Note shall be [insert percentage greater than or equal to 100 per cent] per cent of its principal amount.]

[If the Notes are redeemed on the Maturity Date at a percentage of their principal amount corresponding to the positive performance of the HICP, insert:]

The Final Redemption Rate in respect of each Note expressed in per cent (per cent of its principal amount) shall be calculated as follows:

$100 + \text{Max} \{[(\text{HICP}(t) - \text{HICP}(t-1))/\text{HICP}(t-1)] \times 100\}$
[*100] [* Factor] [+][-] [Surcharge] [Reduction] }; 0]

"HICP(t)" means the level of the HICP that is published by reference to the [insert reference period (t)].

"HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period (t-1)].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●.]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been

[●]festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●]festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Rückzahlungsfestlegungstag veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Endgültigen Rückzahlungskurses zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Rückzahlungsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

determined as ●.]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Redemption Determination Date.

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Final Redemption Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Final Redemption Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Redemption Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"Rückzahlungsfestlegungstag" bezeichnet [spätestens] den [zweiten] **[zutreffende andere Zahl von Tagen einfügen]** [TARGET][,][und]**[sämtliche relevante Finanzzentren einfügen]** Geschäftstag vor dem Rückzahlungstag.]

(3) *Vorzeitige Rückzahlung aus steuerlichen Gründen.*

(a) Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Mitteilungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen [gegenüber der [Emissionsstelle][Schweizer][Hauptzahlstelle]] und gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) gegenüber den Gläubigern vorzeitig für rückzahlbar erklärt und zu ihrem [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungs-kurs] (wie nachstehend definiert) **[im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, einfügen:** zusätzlich bis zum für die Vorzeitige Rückzahlung festgesetzten Tag (ausschließlich aufgelaufener Zinsen) zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) **[im Fall von Schuldverschreibungen, die nicht Nullkupon-Schuldverschreibungen sind, einfügen:** am nächstfolgenden [Kupontermin][Variablen] [Zinsenzahlungstag][Festzinsenzahlungstag] (wie in § 4 definiert)] **[im Fall von Nullkupon-Schuldverschreibungen einfügen:** bei Fälligkeit oder im Fall des Handels oder Tausches einer Schuldverschreibung] zur Zahlung von zusätzlichen Beträgen (wie in § 8 (Steuern) dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

(b) Eine solche Vorzeitige Rückzahlung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.

"Redemption Determination Date" means [at the latest] the [second] **[insert other applicable number of days]** TARGET][,][and]**[insert all relevant financial centres]** Business Day] prior to the Maturity Date.]

(3) *Early Redemption for Reasons of Taxation.*

(a) The Notes may be declared repayable, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to [the [Fiscal Agent][Swiss] [Principal Paying Agent]] and, pursuant to § [14] (Notices / [No] Stock Exchange Listing) to the Holders, at their [Early Redemption Amount] [Early Redemption Rate] (as defined below) **[in case of Notes other than Zero Coupon Notes insert:** together with interest (if any) accrued to the date fixed for redemption (but excluding)] if as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 8 (Taxation) herein) **[in case of Notes other than Zero Coupon Notes insert:** on the immediately succeeding [Coupon Date][Floating] [Fixed] Interest Payment Date (as defined in § 4)] **[in case of Zero Coupon Notes insert:** at maturity or upon the sale or exchange of any Note], and this obligation cannot be avoided by the use of reasonable measures available to the Issuer.

(b) However, such Early Redemption may not occur (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the

Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. **[Im Fall von variabel verzinslichen Schuldverschreibungen einfügen:** Der für die Vorzeitige Rückzahlung festgelegte Termin muss ein [Variabler] [Kupontermin] [Festkupontermin] [Variabler] [Zinsenzahlungstag] [Festzinsenzahlungs-tag] sein.]

(c) Die Erklärung einer Vorzeitigen Rückzahlung hat gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin und den Vorzeitigen Rückzahlungsbetrag[kurs] nennen.

[Im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen mit einer Automatischen Rückzahlung bei Eintritt der Automatischen Rückzahlungsbedingung einfügen:

[(4) Automatische Rückzahlung bei Eintritt der Automatischen Rückzahlungsbedingung

Wird eine Automatische Rückzahlungsbedingung gemäß lit. (b) [am] [an einem relevanten] Beobachtungstag erfüllt, so werden die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen zur Gänze am [unmittelbar auf diesen Beobachtungstag, an welchem der Eintritt der Bedingung erstmals beobachtet und festgestellt wurde, folgenden] Automatischen Rückzahlungstermin [wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt] zu ihrem [Automatischen Rückzahlungsbetrag][Automatischen Rückzahlungskurs] zurückgezahlt.

Andernfalls erfolgt die Rückzahlung der Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen am Ende der Laufzeit zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs].

(a) *Automatische[r] Rückzahlungstermin[e]*

"Automatische[r] Rückzahlungstermin[e]" [ist][sind] [der] [die] [Kupontermin[e]] [Termin[e]], [welche[r] dem [relevanten] Beobachtungstag unmittelbar [folgt][folgen] und der Geschäftstage-Konvention des Kupontermines [unterliegt] [unterliegen]], wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt.

(b) *Automatische Rückzahlungsbedingung*

Die Automatische Rückzahlungsbedingung gilt als erfüllt, wenn der Auto-Referenzwert gemäß lit. (c) [am] [an einem] Beobachtungstag [erstmalig] [kleiner als] [oder][größer als] [oder] [gleich] [der] [dem] [Auto-Referenzpreis [1]] [[und] [oder] [kleiner als] [oder] [größer als] [oder gleich] [der] [dem] [Auto-Referenzpreis 2]] ist, wie in der nachfolgend unter lit.

Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. **[In case of Floating Rate Notes insert:** The date fixed for Early Redemption must be [a [Floating] Coupon Date] [Fixed Coupon Date] [[an] [a Fixed] Interest Payment Date][a Floating Interest Payment Date].]

(c) Any such notice for Early Redemption shall be given pursuant to § 14 (Notices / [No] Stock Exchange Listing). It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption [Amount][Rate].

[In the case of Ordinary Senior Notes with an Automatic Redemption if the Auto-Redemption-Condition is fulfilled, insert:

[(4) Automatic Redemption in fulfillment of the Auto-Redemption-Condition

If the Auto-Redemption-Condition according to lit. (b) is fulfilled on [the] [a relevant] Observation Day, the Ordinary Senior Notes will be redeemed in whole at their [Auto-Redemption-Amount][Auto-Redemption-Rate] on the respective Auto-Redemption- Date [as set out in the table below (f)] [which immediately follows the Observation Day on which the Auto-Redemption-Condition was fulfilled for the first time].

Otherwise, the Ordinary Senior Notes shall be redeemed at their [Final Redemption Amount] [Final Redemption Rate] on the Maturity Date.

(a) *Auto-Redemption-Date[s]*

"Auto-Redemption-Date[s]" will be the respective [Coupon] Date[s], [immediately following the [relevant] Observation Day, subject to the respective business day convention of the Coupon Date and [is] [are] the date[s]] as set out in the table under lit. (f) below.

(b) *Auto-Redemption-Condition*

The Auto-Redemption-Condition will be fulfilled, if the Auto-Reference Value according to lit. (c) on the [relevant] Observation Day is [lower than] [or] [higher than] [or] [equal to] [the Auto-Reference Price [1]] [[and][or] [lower than][or] [higher than] [or] [equal to] [the Auto-Reference Price 2]] [for the

(f) dargestellten Tabelle festgelegt.

first time], as set out in the table under lit. (f) below.

(c) *Auto-Referenzwert*

(c) *Auto-Reference Value*

Maßgeblicher "**Auto-Referenzwert**" ist der

The applicable "**Auto-Reference Value**" will be the

[Im Fall, dass ein Auto-Referenz-Wechselkurs anwendbar ist, einfügen:

[In the case that an Auto-Reference Exchange Rate shall be applicable, insert:

[EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK]
[EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN]
[EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY]
[USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP]
[USD/HUF] [USD/NOK] [USD/PLN] [USD/RON]
[USD/RUB] [USD/SEK] [USD/TRY] **[anderen Wechselkurs einfügen]** Wechselkurs (Kassakurs) ("**Auto-Referenz-Wechselkurs**"), ausgedrückt als Summe von Einheiten **[Währung einfügen]**, welche für eine Währungseinheit des [Euro][US Dollar] **[andere Währung einfügen]** gezahlt wird, und welche am [jeweiligen] Beobachtungstag gegen [11.00 Uhr] **[andere maßgebliche Uhrzeit einfügen]** **[maßgebliche Zeitzone einfügen]** auf der [Reuters] Bildschirmseite [WMRSPOT01] **[andere Bildschirmseite einfügen]** ("**Auto-Referenz-Bildschirmseite**"), erscheint, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK]
[EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN]
[EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY]
[USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP]
[USD/HUF] [USD/NOK] [USD/PLN] [USD/RON]
[USD/RUB] [USD/SEK] [USD/TRY] **[insert other Exchange Rate]** exchange rate (spot rate) ("**Auto-Reference Exchange Rate**"), expressed as amount of units in **[insert currency]**, which will be paid for one unit of the [Euro][US Dollar] **[insert other currency]**, and which appears on the [Reuters] Screen Page [WMRSPOT01] **[insert other screen page]** ("**Auto-Reference Screen Page**") as of [11.00 a.m.] **[insert other relevant time]** **[insert relevant time zone]** on the [relevant] Observation Day, all as determined by the Calculation Agent.

[Hat die Auto-Referenz-Bildschirmseite dauerhaft aufgehört, den jeweiligen Auto-Referenz-Wechselkurs anzugeben, ist diese Quotierung jedoch auf einer anderen von der Berechnungsstelle nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die "**Ersatzbildschirmseite**"), wird die Ersatzbildschirmseite zum Zweck der Berechnung des Auto-Referenz-Wechselkurses eingesetzt.]

[If the Auto-Reference Screen Page permanently ceases to quote the relevant Auto-Reference Exchange Rate but such quotation is available from another page selected by the Calculation Agent in equitable discretion (the "**Replacement Screen Page**"), the Replacement Screen Page shall be used for the purpose of the calculation of the Auto-Reference Exchange Rate.]

Im Falle, dass die Berechnungsstelle nach alleinigem Ermessen unter Beachtung von üblichen Marktregelungen in Bezug auf OTC Devisengeschäfte (FX Transaktionen) und unter Berücksichtigung des Grundsatzes von Treu und Glauben feststellt, dass an einem Beobachtungstermin ein Störungseignis (wie nachstehend definiert) auftritt und fortbesteht, wird der Auto-Referenz-Wechselkurs von der Berechnungsstelle unter Berücksichtigung des Grundsatzes von Treu und Glauben und unter Beachtung von bester Marktpraxis bestimmt; nach Möglichkeit unter Verwendung des arithmetischen Mittels der erhaltenen verbindlichen Kurs-Quotierungen für die Umrechnung der Maßgeblichen Währung.

In the event that the Calculation Agent in its sole discretion by taking into consideration market practice in relation to OTC foreign exchange transactions (FX transactions) and by acting in good faith determines that a Disruption Event (as defined below) has occurred and is continuing on any Observation Date, then the Auto-Reference Exchange Rate will be determined by the Calculation Agent in good faith and in a commercially reasonable manner; if possible, by using the arithmetic mean of the firm quotes received for the conversion of the Relevant Currency.

Für diesen Zweck wird die Berechnungsstelle am betreffenden Beobachtungstag von den Auto-Referenzbanken (wie nachstehend definiert) verbindliche Quotierungen für den Auto-Referenzwechselkurs erfragen.

For that purpose, on the relevant Observation Day, the Calculation Agent shall request the Auto-Reference Banks (as defined below) to quote binding offers for the Auto-Reference Exchange Rate.

Sofern mindestens vier Quotierungen mitgeteilt werden, ist der Auto-Referenz-Wechselkurs für das

If at least four quotations are provided, the rate of the Auto-Reference Exchange Rate for the relevant date

jeweilige Datum das arithmetische Mittel der mitgeteilten Quotierungen, ohne dabei die Quotierung mit dem höchsten und dem niedrigsten Wert zu berücksichtigen. Für diesen Zweck gilt, sofern mehr als eine Quotierung denselben höchsten oder niedrigsten Wert aufweist, dass nur eine dieser Quotierungen unberücksichtigt bleiben soll.

Sofern zwei oder drei Quotierungen mitgeteilt werden, ist der Auto-Referenz-Wechselkurs für das jeweilige Datum das arithmetische Mittel der mitgeteilten Quotierungen.

Sofern weniger als zwei Quotierungen mitgeteilt werden, wird der Auto-Referenz-Wechselkurs von der Berechnungsstelle in alleinigem Ermessen unter Beachtung von üblichen Marktregelungen in Bezug auf OTC Devisengeschäfte (FX Transaktionen) und unter Berücksichtigung des Grundsatzes von Treu und Glauben handelnd bestimmt.]

"**Störungsereignis**" bedeutet in Bezug auf die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen jedes der folgenden Ereignisse:

- (a) Auto-Referenz-Wechselkurs-Störung;
- (b) Störung der Auto-Referenz-Bildschirmseite;
- (c) Jedes andere Ereignis, welches nach Auffassung der Berechnungsstelle den Handel mit den Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen, die Möglichkeit der Emittentin ihre Verpflichtungen aus den Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen oder damit zusammenhängenden Sicherungsgeschäften zu erfüllen, erheblich erschweren würde.

Dabei gilt allgemein:

"**Auto-Referenz-Bildschirmseite**" bedeutet [●]

"**Maßgebliche Währung**" bedeutet [●]

"**Auto-Referenz-Wechselkurs-Störung**" bedeutet eine Situation, bei der ein Auto-Referenz-Wechselkurs nicht länger existiert und von der zuständigen Behörde durch einen nachfolgenden Wechselkurs ersetzt wird, welcher zuvor von dieser bekannt gemacht, sanktioniert, veröffentlicht, verlautbart angenommen wurde (oder andere ähnliche Maßnahmen).

"**Störung der Bildschirmseite**" bedeutet in Bezug auf einen Auto-Referenz-Wechselkurs eine Situation, bei der es unmöglich ist, den Wechselkurs an einem Beobachtungstermin auf der Bildschirmseite [(Ersatzbildschirmseite)] zu erhalten.]

[Im Fall, dass ein Auto-Referenz-CMS-Satz anwendbar ist, einfügen:

will be the arithmetic mean of the quotations provided, without regard to the quotations having the highest and lowest value. For this purpose, if more than one quotation has the same highest value or lowest value, then only one of such quotations shall be disregarded.

If two or three quotations are provided, the rate of the Auto-Reference Exchange Rate for the relevant date will be the arithmetic mean of the quotations provided.

If fewer than two quotations are provided, the Auto-Reference Exchange Rate shall be determined by the Calculation Agent in its sole discretion by taking into consideration market practice in relation to OTC foreign exchange transactions (FX transactions) and by acting in good faith.]

"**Disruption Event**", in respect of the Ordinary Senior Notes, means the occurrence of any of the following events:

- (a) Auto-Reference Exchange Rate Disruption;
- (b) Auto-Reference Screen Page Disruption;
- (c) any other event that, in the opinion of the Calculation Agent, materially affects dealings in the Ordinary Senior Notes of any series or affects the ability of the Issuer to meet any of its obligations under the Ordinary Senior Notes of any series or under any related hedging transactions.

Whereas:

"**Auto-Reference Screen Page**" means [●]

"**Relevant Currency**" means [●]

"**Auto-Reference Exchange Rate Disruption**" means that any Auto-Reference Exchange Rate ceases to exist and is replaced by a successor currency exchange rate which is reported, sanctioned, recognised, published, announced or adopted (or other similar action) by a Governmental Authority.

"**Screen Page Disruption**" means in relation to an Auto-Reference Exchange Rate, it becomes impossible to obtain the Exchange Rate on an Observation Date from the Screen Page [(Replacement Screen Page)].]

[In the case that an Auto-Reference CMS Rate shall be applicable, insert:

Referenz-CMS-Satz gemäß § 1 ("**Auto-Referenz-CMS-Satz**"), wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

[Im Fall, dass ein Auto-Referenz-Zinssatz anwendbar ist, einfügen:]

Referenz-Zinssatz gemäß § 1 ("**Auto-Referenz-Zinssatz**"), ausgedrückt als Prozentsatz [per annum][**anderen Zeitraum einfügen**] angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"**Auto-Referenzbanken**" bezeichnen die Niederlassungen von mindestens [vier][**andere Anzahl einfügen**] bedeutenden Banken am für den Auto-Referenzwert maßgeblichen [**Finanzzentrum einfügen**] Interbanken-Markt]

(d) *Beobachtungstag[e]:*

Beobachtungstag[e] [ist der][sind die] Tag[e], wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt ([jeweils ein] "**Beobachtungstag**").

(e) [*Automatische[r] Rückzahlungs[-betrag] [-beträge]*] [*Automatische[r] Rückzahlungskurs[e]*]

Der ["**Automatische Rückzahlungsbetrag**"] ["**Automatische Rückzahlungskurs**"] in Bezug auf die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen ist der in der nachfolgend unter lit. (f) dargestellten Tabelle dem [jeweiligen] Automatischen Rückzahlungstermin zugewiesene [Betrag] [Kurs], zahlbar in Festgelegter Währung:

In jedem Fall ist der [Automatische Rückzahlungsbetrag] [Automatische Rückzahlungskurs] [ein Betrag gleich oder höher als deren Nennbetrag, ausgedrückt in der Festgelegten Währung][ein Kurs gleich oder höher als 100% deren Nennbetrages].

(f) Relevant definitions for the Automatic Redemption
Relevante Definitionen für die Automatische Rückzahlung

the Reference CMS Rate according to § 1 ("**Auto-Reference CMS Rate**"), all as determined by the Calculation Agent.

[In the case that an Auto-Reference Interest Rate shall be applicable, insert:]

Reference Interest Rate according to § 1 ("**Auto-Reference Interest Rate**"), expressed as a percentage rate [per annum] [**insert other time period**], all as determined by the Calculation Agent.

"**Auto-Reference Banks**" means the offices of not less than [four] [**insert other number**] major banks in the [**insert financial centre**] interbank market relevant for the Auto-Reference Value.]

(d) *Observation Day[s]:*

Observation day[s] [is][are] the day[s] as set out in the table under lit. (f) below ([each an] "**Observation Day**").

(e) [*Auto-Redemption-Amount[s]*] [*Auto-Redemption-Rate[s]*]

The ["**Auto-Redemption-Amount[s]**"] ["**Auto-Redemption-Rate[s]**"] for the redemption of the Ordinary Senior Notes is the [amount][rate] as specified for the relevant Automatic Redemption Date and as set out in the table under lit. (f) below, to be paid in the Specified Currency.

In any case the [Auto-Redemption-Amount] [Auto-Redemption-Rate] will be [an amount equal to or more than their principal amount, expressed in the Specified Currency] [equal to or more than 100 per cent of their nominal value].

Observation Day	Auto-Redemption-Date	Auto-Reference-Price [1]	[Auto-Reference-Price 2	[[Auto-Redemption-Amount] [Auto-Redemption-Rate]
<i>Beobachtungstag</i>	<i>Auto-matischer Rückzahlungs-termin</i>	<i>Auto-Referenzpreis [1]</i>	<i>Auto-Referenzpreis 2</i>	<i>[[Automatischer Rückzahlungsbetrag] [Automatischer Rückzahlungskurs]</i>
[insert Observation Day]	[insert Auto-Redemption-Date]	[<][=][>] [insert applicable Auto-Reference-Price [1]]	[<][=][>] [insert applicable Auto-Reference-Price 2]	[insert Auto-Redemption-Amount/ Auto-Redemption-Rate]
[<i>Beobachtungstag</i>]	[<i>Auto-</i>	[<][=][>]	[<][=][>]	[<i>Automatischen</i>

<i>einfügen]</i>	<i>matischen Rückzahlungs-termin einfügen]</i>	<i>[anwendbaren Auto-Referenzpreis [1] einfügen]</i>	<i>[anwendbaren Auto-Referenzpreis 2 einfügen]</i>	<i>Rückzahlungsbetrag/ Rückzahlungskurs einfügen]</i>
[insert Observation Day]	[insert Auto-Redemption-Date]	[<][=][>] [insert applicable Auto-Reference-Price [1]]	[<][=][>] [insert applicable Auto-Reference-Price 2]]	[insert Auto-Redemption-Price / Auto-Redemption-Rate]]
[Beobachtungstag einfügen]	[Auto-matischen Rückzahlungs-termin einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis [1] einfügen]	[<][=][>] [anwendbaren Auto-Referenzpreis 2 einfügen]]	[Automatischen Rückzahlungsbetrag/ Rückzahlungskurs einfügen]]

(g) Bekanntmachung der Automatischen Rückzahlung

Eine Automatische Rückzahlung ist [gegenüber der [Schweizer] [Emissionsstelle] [Hauptzahlstelle] und] gegenüber den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die Bezeichnung der zurückzuzahlenden Serie von Schuldverschreibungen;
- (ii) den Tag der betreffenden Automatischen Rückzahlung
- (iii) den anwendbaren [Automatischen Rückzahlungsbetrag][Automatischen Rückzahlungskurs], zu dem die Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen zurückgezahlt werden.]

[Im Fall, dass die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen einfügen:

[[[•]]] Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz [[[•]]] die Vorzeitige Rückzahlung bekannt gemacht hat, die Schuldverschreibungen insgesamt oder teilweise mit einer Mitteilungsfrist gemäß § 6 [•] von nicht mehr als [60] [•] [Geschäftstagen] [Tagen] und nicht weniger als [30] [•] [Geschäftstagen] [Tagen] [am][an den] Wahl-Rückzahlungstag[en] (Call) [zum Wahl-Rückzahlungsbetrag] [zu den Wahl-Rückzahlungsbeträgen] [zum Wahl-Rückzahlungskurs] [zu den Wahl-Rückzahlungskursen] (Call), wie nachstehend angegeben, nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen vorzeitig zurückzahlen.

(g) Notice of Automatic Redemption

The notice of Automatic Redemption of the Notes shall be given by the Issuer to the [Swiss] [Principal Paying Agent] [Fiscal Agent] and] pursuant to § 14 (Notices / [No] Stock Exchange Listing) by the Issuer to the Holders. It has to contain the following specifications:

- (i) the indication of the Series of Notes that is to be redeemed;
- (ii) the Date of the respective Automatic Redemption
- (iii) the applicable [Auto-Redemption Amount] [Auto-Redemption-Rate], at which the Ordinary Senior Notes will be redeemed.]

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

[[[•]]] Early Redemption at the Option of the Issuer.

(a) The Issuer may, upon notice of Early Redemption given pursuant to sub-paragraph [[[•]]] redeem the Notes in whole or in part, upon giving not more than [60][•] [Business Days'] [days'] nor less than [30][•] [Business Days'] days' notice in accordance with § 6 [(I)], on the Call Redemption Date[s] at the [Call Redemption Amount[s]] [Call Redemption Rate[s]] set forth below together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date.

(b) **[Im Fall, dass der Gläubiger ein Wahlrecht hat, die Vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen, einfügen:]** Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz ([●]) dieses § 6 verlangt hat.]

(c) Wahl-Rückzahlungstag[e] (Call) [sind] [ist der] **[Wahl-Rückzahlungstag(e) (Call) einfügen]**

(d) [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rück-zahlungskurs] [Wahl-Rück-zahlungskurse] (Call) [ist] [sind] **[[Wahl-Rück-zahlungsbetrag] [Wahl-Rück-zahlungsbeträge] [Wahl-Rück-zahlungskurs] [Wahl-Rückzahlungskurse] (Call) einfügen]** [für [den] [die] folgende[n] Wahl-Rückzahlungstag[e] **[Wahl-Rückzahlungstag(e) (Call) einfügen]]**.

Eine solche Rückzahlung muss [mindestens] [höchstens] in Höhe von [●]% des Nennbetrages der Schuldverschreibungen erfolgen.]

(e) **[Bei Geltung eines Mindest-Wahl-Rückzahlungsbetrages oder eines erhöhten Wahl-Rückzahlungsbetrages, einfügen:]** Eine solche Rückzahlung muss [in Höhe des Nennbetrages von **[Betrag einfügen]** [mindestens **[Mindest-Wahl-Rückzahlungsbetrag einfügen]** **[erhöhten Wahl-Rückzahlungsbetrag (Call) einfügen]** je Schuldverschreibung erfolgen.]

[(f)] Wenn die Schuldverschreibungen nur teilweise vorzeitig zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen **[im Fall der Verwahrung beim Clearing System einfügen:]** in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[im Fall der Verwahrung ohne Clearing System einfügen:]** durch Verlosung durch einen Notar bestimmt.]

[[[●]]] **Bekanntmachung der Vorzeitigen Rückzahlung.**

Jede Erklärung der Vorzeitigen Rückzahlung ist durch die Emittentin [gegenüber der [Schweizer] [Emissionsstelle] [Hauptzahlstelle] und] gegenüber den Gläubigern der Schuldverschreibungen gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) bekannt zu geben und soll beinhalten:

- (i) die Bezeichnung der zurückzuzahlenden Serie von Schuldverschreibungen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall [den Gesamtnennbetrag][die Gesamtstückzahl] der zurückzuzahlenden Schuldverschreibungen;

(b) **[If Notes are subject to Early Redemption at the Option of the Holder insert:]** The Issuer is not entitled to exercise such option in respect of any Note which is subject to the prior exercise of the Holder's option to redeem such Note pursuant to subparagraph ([●]) of this § 6.]

(c) [Call Redemption Date[s]] [is] [are] **[insert Call Redemption Date[s]]**

(d) [Call Redemption Amount[s]] [Call Redemption Rate[s]] [is] [are] **[insert Call Redemption Amount[s] [[Call Redemption Rate[s]]] [for the following Call Redemption Date[s] [insert Call Redemption Date[s]].**

Such a redemption has to be made [at least] [at most] in the amount of [●] per cent of the principal amount of the Notes.

(e) **[In case of a minimum Call Redemption Amount or an increased Call Redemption Amount insert:]** The Notes have to be redeemed at [their principal amount of **[insert amount]**] [that is at least equal to **[insert minimum Call Redemption Amount][insert increased Call Redemption Amount]**] per Note.]

[(f)] If the Notes are redeemed early only in part, the Notes to be redeemed are determined **[in case the Notes are kept in custody by a Clearing System insert:]** according to the rules of the relevant Clearing System **[in case the Notes are not kept in custody by a Clearing System insert:]** by lot through a notary .

[[[●]]] **Notice of Early Redemption**

Any notice of Early Redemption of the Notes shall be given by the Issuer to the [Swiss] [Principal Paying Agent [Fiscal Agent] and] pursuant to § 14 (Notices / [No] Stock Exchange Listing) to the Holders and shall specify:

- (i) the indication of the Series of Notes that is to be redeemed;
- (ii) a statement as to whether the Series is redeemed in whole or in part and in the latter case [the aggregate principal amount][the total number of pieces] of the Notes to be redeemed;

(iii) den Tag der betreffenden Vorzeitigen Rückzahlung oder – wenn anwendbar – den betreffenden [Wahl-][Vorzeitigen] Rückzahlungstag [(Call)]; [und

(iv) den [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] oder, wenn anwendbar – den Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungskurs] (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.]

(iii) the [Call] [Early] Redemption Date or, if applicable and as the case may be the relevant Call Redemption Date; [and]

(iv) the [Early Redemption Amount] [Early Redemption Rate] at which the Notes are redeemed or- if applicable – the [Call Redemption Amount][Call Redemption Rate] at which the Notes are redeemed.]

[Im Fall von Schuldverschreibungen, bei denen der Gläubiger ein Wahlrecht hat, die Vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen, einfügen:

[[[●]]] *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

(a) Jeder Gläubiger von Schuldverschreibungen hat das Recht, die Vorzeitige Rückzahlung der Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahl-Rückzahlungstag[en] [zum] [zu den] Wahl-Rückzahlungsbetrag[en] [beträgen] [kurs] [kursen] gemäß Absatz (d), nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen.

(b) Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung ihres Wahlrechts nach Absatz ([●]) dieses § 6 verlangt hat.

Die Emittentin hat eine Schuldverschreibung nach rechtswirksamer Ausübung des entsprechenden Wahlrechts durch den Gläubiger gemäß Absatz (e) [am] [an] den Wahl-Rückzahlungstag[en] [zum] [zu den] Wahl-Rückzahlungsbetrag[en] [beträgen] [kurs] [kursen], wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

(c) *Wahl-Rückzahlungstag[e]:* [Wahl-Rückzahlungstag ist der [**Wahl-Rückzahlungstag einfügen**]] [Wahl-Rückzahlungstage sind [**Wahlrückzahlungstage einfügen**]]

(d) *Wahl-Rückzahlungsbetrag:* [Wahl-Rückzahlungsbetrag am [Wahl-Rückzahlungstag einfügen] ist [Wahl-Rückzahlungsbetrag einfügen]]. [Wahl-Rückzahlungsbeträge sind wie folgt: [am [Wahl-Rückzahlungstage einfügen] [Wahlrückzahlungsbeträge einfügen]]

(e) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [**Mindestmitteilungsfrist von mindestens 5 Geschäftstagen einfügen**] Tage und nicht mehr als [**Höchstmitteilungsfrist einfügen**] Tage vor dem Wahl-Rückzahlungstag, an dem die

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

[[[●]]] *Early Redemption at the Option of the Holder*

(a) Each Holder has the right to claim an Early Redemption of the Notes in whole or in part on the Optional Early Redemption Date[s] at the Optional Early Redemption [Amount[s]][Rate[s]] pursuant to sub-paragraph (d), together with any interest accrued until the [relevant] Optional Early Redemption Date (excluding).

(b) The Holder is not entitled to exercise such option in respect of any Note which is subject to the prior exercise of the Issuer's option to redeem such Note pursuant to subparagraph ([●]) of this § 6.

After a legally effective exercise of the relevant option by the Holder pursuant to sub-paragraph (e), the Issuer has to redeem the Notes on the Optional Early Redemption Date[s] at the Optional Early Redemption [Amount[s]][Rate[s]], as described below, together with any interest accrued until the Optional Early Redemption Date (excluding).

(c) *Optional Early Redemption Date[s]:* Optional Early Redemption Date[s] [is][are] [**insert Optional Early Redemption Date[s]**]

(d) *Optional Early Redemption Amount:* [Optional Early Redemption Amount on [**insert Optional Early Redemption Date**] is [**insert Optional Early Redemption Amount**]]. [Optional Early Redemption Amounts are as follows: [on [**insert Optional early Redemption Dates**][**insert Optional Early Redemption Amounts**]]

(e) To exercise this option, the Holder has to notify the [Fiscal Agent][Swiss][Principal Paying Agent] about the exercise of the option by way of written notification ("Exercise Notification") not less than [**insert minimum notification period of at least 5**

Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle der [Emissionsstelle][Schweizer][Hauptzahlstelle] eine schriftliche Mitteilung zur Vorzeitigen Rückzahlung ("Ausübungserklärung") zu schicken. Falls die Ausübungserklärung am letzten Tag der Kündigungsfrist vor dem Wahl-Rückzahlungstag nach 17:00 Uhr Wiener Zeit eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) [den [gesamten] Nennbetrag] [die [gesamte] Stückzahl] der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen der [Emissionsstelle][Schweizer][Hauptzahlstelle] und der Zahlstelle[n] in deutscher und englischer Sprache erhältlich ist, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[Falls Schuldverschreibungen keiner vorzeitigen Rückzahlung nach Wahl des Gläubigers unterliegen, einfügen]

[[[•]]] Keine vorzeitige Rückzahlung nach Wahl des Gläubigers. Die Gläubiger haben kein Recht, die vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen.]

[Falls Schuldverschreibungen keiner vorzeitigen Rückzahlung nach Wahl der Emittentin unterliegen, einfügen]

[[[•]]] Keine vorzeitige Rückzahlung nach Wahl der Emittentin. Die Emittentin hat kein Recht, die vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen.]

[Im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen einfügen:]

[[[•]]] Vorzeitiger Rückzahlungsbetrag [kurs]/Kündigungsbetrag [kurs].

Für die Zwecke des [§ 1 (Definitionen),] Absatz (3) dieses § 6 und § 10 (Kündigung), entspricht der Vorzeitige Rückzahlungsbetrag [kurs] bzw. der Kündigungsbetrag [Kündigungskurs] einer Schuldverschreibung dem [Endgültigen Rückzahlungsbetrag [kurs] gemäß Absatz (2) dieses § 6][anderen Betrag/Kurs einfügen].]

[Im Fall von Nullkupon-Schuldverschreibungen einfügen:]

[[[•]]] Vorzeitiger Rückzahlungsbetrag /

Business Days] and not more than [insert maximum notification period] days after the day on which the redemption shall occur according to the Exercise Notification. If the Exercise Notification is received on the last day of the notice period before the Optional Early Redemption Date after 5:00 p.m. Vienna time, the exercise of the option is not effective. The Exercise Notification has to specify: (i) [the aggregate principal amount][the total number of pieces] of the Notes regarding which the option is exercised [and][,] (ii) the security identification numbers of such Notes (if assigned). The form in the German or the English language available at the offices of the [Fiscal Agent][Swiss][Principal Paying Agent] and the Paying Agent[s] may be used for the purpose of the Exercise Notification. The exercise of the option is irrevocable. The Notes regarding which the option was exercised, will only be redeemed against delivery of the relevant Notes to the Issuer or its order.]

[If Notes are not subject to Early Redemption at the Option of the Holder insert:]

[[[•]]] No early Redemption at the Option of a Holder. The Holders do not have a right to demand the redemption of the Notes.]

[If Notes are not subject to Early Redemption at the Option of the Issuer insert:]

[[[•]]] No early Redemption at the Option of the Issuer. The Issuer does not have a right to demand the early redemption of the Notes.]

[In case of Notes other than Zero Coupon Notes insert:]

[[[•]]] Early Redemption [Amount][Rate]/Termination [Amount][Rate].

(a) For the purpose of [§ 1 (Definitions),] this § 6(3) and § 10 (Events of Default) the Early Redemption [Amount][Rate] or, as the case may be, the [Termination Amount][Termination Rate] of a Note is equal to the [Final Redemption [Amount][Rate] pursuant to this § 6(2)][insert other amount/rate].]

[In case of Zero Coupon Notes insert:]

[[[•]]] Early Redemption Amount / Termination

Kündigungsbetrag.

- (a) Für die Zwecke des § 6(3) und § 10 (Kündigung) dieser Bedingungen, entspricht der Vorzeitige Rückzahlungsbetrag bzw. [Kündigungsbetrag] [Kündigungskurs] einer Schuldverschreibung dem Amortisationsbetrag einer Schuldverschreibung gemäß § 6 ([●]).

(b) **[Im Falle der Aufzinsung:**

Der Amortisationsbetrag einer Schuldverschreibung ("Amortisationsbetrag") entspricht der Summe aus:

- (i) **[Referenzpreis]** (der "Referenzpreis"), und
- (ii) dem **Produkt** aus der Emissionsrendite von [Emissionsrendite einfügen] (jährlich kapitalisiert) und dem Referenzpreis ab dem Emissionstag (einschließlich) bis zu dem vorgesehenen Rückzahlungstag (ausschließlich) oder (je nachdem) dem Tag, an dem die Schuldverschreibungen fällig und rückzahlbar werden.]

[Im Falle der Abzinsung: Der Amortisationsbetrag einer Schuldverschreibung ("Amortisationsbetrag") entspricht dem Nennbetrag einer Schuldverschreibung abgezinst mit der Emissionsrendite von **[Emissionsrendite einfügen]** ab dem Rückzahlungstag (einschließlich) bis zu dem Tilgungstermin (ausschließlich). Die Berechnung dieses Betrages erfolgt auf der Basis einer jährlichen Kapitalisierung der aufgelaufenen Zinsen.]

Wenn diese Berechnung für einen Zeitraum, der nicht vollen Kalenderjahren entspricht, durchzuführen ist, hat sie im Fall des nicht vollständigen Jahres (der "Zinsberechnungszeitraum") auf der Grundlage des Zinstagequotienten (wie in § 4 definiert) zu erfolgen.

Amount.

- (a) For the purpose of this § 6(3) and § 10 (Events of Default) the Early Redemption Amount or, as the case may be, the [Termination Amount][Termination Rate] of a Note is equal to the Amortised Face Amount pursuant to this § 6([●]).

(b) **[In the case of accrued interest being added:** The amortised face amount ("Amortised Face Amount") of a Note shall be an amount equal to the sum of:

- (i) **[Reference Price]** (the "Reference Price"), and
- (ii) the **product** of the Amortisation Yield being **[Amortisation Yield]** (compounded annually) and the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and payable].

[In the case of unaccrued interest being deducted: The amortised face amount ("Amortised Face Amount") of a Note shall be the principal amount thereof adjusted for interest from (and including) the Maturity Date to (but excluding) the date of final repayment by the Amortisation Yield, being **[insert Amortisation Yield]**. Such calculation shall be made on the assumption of an annual capitalisation of accrued interest.]

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year (the "Calculation Period") shall be made on the basis of the Day Count Fraction (as defined in § 4).

(c) Falls die Emittentin den Vorzeitigen Rückzahlungsbetrag bei Fälligkeit nicht zahlt, wird der Amortisationsbetrag einer Schuldverschreibung wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, dass die Bezugnahmen in Unterabsatz (b)(ii) auf den für die Rückzahlung vorgesehenen Rückzahlungstag oder den Tag, an dem diese Schuldverschreibungen fällig und rückzahlbar werden, durch den früheren der nachstehenden Zeitpunkte ersetzt werden: (i) der Tag, an dem die Zahlung gegen ordnungsgemäße Vorlage und Einreichung der betreffenden Schuldverschreibungen (sofern erforderlich) erfolgt, und (ii) der vierzehnte Tag, nachdem die Emissionsstelle gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt hat, dass ihr die für die Rückzahlung erforderlichen Mittel zur Verfügung gestellt wurden.]

[(●)] *Rundung von Rückzahlungsbeträgen:* Rückzahlungsbeträge werden auf **[Anzahl einfügen]** Dezimalen nach dem Komma gerundet.

§ 7 BEAUFTRAGTE STELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellten Erfüllungsgehilfen (die "Beauftragten Stellen") und deren jeweilige bezeichnete Geschäftsstelle lauten wie folgt:

"Emissionsstelle":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Wien
Österreich
(Österreichische Emissionsstelle)]

[andere/weitere Emissionsstelle]

"[Hauptzahlstelle][Zahlstelle]":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Wien
Österreich]

[andere/weitere Hauptzahlstelle / Zahlstelle/bezeichnete Geschäftsstelle(n)]

["Schweizer [Hauptzahlstelle][Zahlstelle]":

(c) If the Issuer fails to pay the Early Redemption Amount when due, the Amortised Face Amount of a Note shall be calculated as provided herein, except that references in subparagraph (b)(ii) above to the date fixed for redemption or the date on which such Note becomes due and repayable shall refer to the earlier of (i) the date on which upon due presentation and surrender of the relevant Note (if required), payment is made, and (ii) the fourteenth day after notice has been given by the Fiscal Agent in accordance with § 14 (Notices / [No] Stock Exchange Listing) that the funds required for redemption have been provided to the Fiscal Agent.]

[(●)] *Rounding of Redemption Amounts:* Redemption Amounts are rounded to **[insert number]** decimals.

§ 7 AGENTS

(1) *Appointment; Specified Offices.* The initial agents (the "Agents") and their respective specified offices are:

"Fiscal Agent":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria
(Austrian Fiscal Agent)]

[other/further Fiscal Agent]

"[Principal] Paying Agent":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria]

[other/additional [Principal] Paying Agent/specified office(s)]

["Swiss [Principal] Paying Agent":

[Schweizer Hauptzahlstelle/Zahlstelle und Adresse]].

["Berechnungsstelle":

[Die Emissionsstelle handelt auch als Berechnungsstelle.]

[Als Berechnungsstelle fungiert: **[Name und Adresse der Berechnungsstelle einfügen]]]**

[Sonstige Stellen: **[sonstige Stellen einfügen]]]**

Die oben genannten Beauftragten Stellen behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] durch eine andere bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung einer der oben genannten Beauftragten Stellen zu ändern oder zu beenden und eine andere Emissionsstelle/Zahlstelle oder zusätzliche oder andere Beauftragte Stellen im Einklang mit allen anwendbaren Vorschriften zu bestellen. 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 § [14] (Mitteilungen / [Keine] Börsennotiz) vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

[(3) *Erfüllungsgehilfen der Emittentin.* Die oben genannten Beauftragten Stellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.]

[(3)][(4)] *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von einer Beauftragten Stelle für die Zwecke dieser Bedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin und alle sonstigen Beauftragten Stellen/Erfüllungsgehilfen und die Gläubiger bindend.

§ 8 STEUERN

(1) *Besteuerung.* Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge werden von der Emittentin ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art ("**Steuern**") geleistet, die von der Republik Österreich oder einer ihrer Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei

[Insert name and address of Swiss Principal Paying Agent/Paying Agent]]

["Calculation Agent":

[The Fiscal Agent shall also act as Calculation Agent.]

[Calculation Agent is: **[Insert name and address of Calculation Agent]]]**

[Other Agents: **[insert other Agents]]]**

Any Agent named above reserves the right at any time to change its respective specified [office] [Swiss Principal Paying Agent office] to some other [office] [Swiss Principal Paying Agent office].

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or additional or other Agents in accordance with all applicable regulations. 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 10 days' prior notice thereof shall have been given to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).

[(3) *Agents of the Issuer.* The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.]

[(3)][(4)] *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8 TAXATION

(1) *Taxation.* All amounts payable in respect of the Notes will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Republic of Austria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding

denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt oder Abzug gesetzlich vorgeschrieben, wird die Emittentin zusätzliche Beträge in der Höhe leisten, die notwendig ist, um zu gewährleisten, dass die von den Gläubigern unter Berücksichtigung eines solchen Einbehalts oder Abzugs erhaltenen Beträge den Beträgen entsprechen, die die Gläubiger ohne einen solchen Einbehalt oder Abzug erhalten hätten (die "**Zusätzlichen Beträge**"). Die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für solche Steuern, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person (einschließlich der Emittentin) oder von der Emittentin, falls keine Depotbank oder kein Inkassobeauftragter ernannt wird, oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Ausschüttungen einen Einbehalt oder Abzug vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Republik Österreich zu zahlen sind; oder

(c) aufgrund (i) einer Richtlinie der Europäischen Union betreffend die Besteuerung von Ertragsausschüttungen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Republik Österreich oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die eine solche Richtlinie oder Vereinbarung umsetzt oder befolgt, einzubehalten oder abzuziehen sind; oder

(d) einbehalten oder abgezogen werden, wenn eine solche Zahlung von einer anderen Depotbank oder einem anderen Inkassobeauftragten ohne den Einbehalt oder Abzug hätte bewirkt werden können; oder

(e) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) wirksam wird; oder

(f) nicht zu entrichten wären, wenn der Gläubiger den Einbehalt oder Abzug durch Vorlage einer Ansässigkeitsbescheinigung, Freistellungsbescheinigung oder ähnlicher Dokumente vermeiden könnte.

(2) *FATCA-Steuerabzug.* Die Emittentin ist zum Einbehalt oder Abzug der Beträge berechtigt, die gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgeb Bestimmungen), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen

or deduction is required by law, the Issuer will pay such additional amounts as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which:

(a) are payable by any person (including the Issuer) acting as custodian bank or collecting agent on behalf of a Holder, or by the Issuer if no custodian bank or collecting agent is appointed or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or distributions made by it; or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Republic of Austria; or

(c) are withheld or deducted pursuant to (i) any European Union Directive concerning the taxation of distributions income or (ii) any international treaty or understanding relating to such taxation and to which the Republic of Austria or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, treaty or understanding; or

(d) are withheld or deducted, if such payment could have been effected by another custodian bank or collecting agent without such withholding or deduction; 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 and notice thereof is published in accordance with § [14] (Notices / [No] Stock Exchange Listing), whichever occurs later; or

(f) would not be payable if the Holder is able to avoid such a withholding or deduction providing a certificate of residence, certificate of exemption or any other similar documents.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation

Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem Internal Revenue Service geschlossenen Verträgen erforderlich sind ("FATCA-Steuerabzug"). Die Emittentin ist nicht verpflichtet, zusätzliche Zahlungen zu leisten oder Gläubiger, wirtschaftliche Eigentümer oder andere Finanzintermediäre in Bezug auf einen FATCA-Steuerabzug schadlos zu halten, die von der Emittentin, der Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden.

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(3) Keinerlei Verpflichtung zur Zahlung zusätzlicher Beträge besteht für Steuern, die von einer Zahlung einzubehalten oder abzuziehen sind aufgrund einer durch den Schweizer Gesetzgeber erlassenen gesetzlichen Vorschrift, welche das Schweizer System der Verrechnungssteuer vom Schuldnerprinzip zum Zahlstellenprinzip umwandelt, nach welchem eine andere Person in der Schweiz als der Emittent verpflichtet ist, die Steuer auf Zinszahlungen einzubehalten.]

§ 9 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch ("BGB") bestimmte Vorlegungsfrist wird für die Schuldverschreibungen [(i)] im Hinblick auf das Kapital auf [zehn] **[andere Anzahl Jahre einfügen]** [Jahre] [verkürzt] [unbegrenzte Zeit] [festgesetzt][.] [und (ii) im Hinblick auf die Zinsen auf [vier] **[andere Anzahl Jahre einfügen]** [Jahre] [unbegrenzte Zeit] [festgesetzt][verkürzt]].

§ 10 KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung durch Kündigungserklärung zu kündigen und deren sofortige Rückzahlung zu ihrem [Kündigungsbetrag] [Kündigungskurs] (gemäß § 6), [zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen] zu verlangen, falls:

(a) die Emittentin Kapital [oder Zinsen] und etwaige zusätzliche Beträge auf die Schuldverschreibungen nicht innerhalb von 15 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder

(b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen wesentlichen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 45 Tage fort dauert, nachdem die Emittentin hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("FATCA Withholding"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert:

(3) No additional amounts shall be payable on account of any Taxes which are required to be withheld or deducted from a payment pursuant laws enacted by Switzerland changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person in Switzerland other than the Issuer is required to withhold tax on any interest payments.]

§ 9 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") in relation to the Notes is [(i)] [reduced to] [ten] **[insert other number of years]** [years] [unlimited] in respect of principal[.] [and (ii) [limited to] [four] **[insert other number of years]** [years] [unlimited] in respect of interest]].

§ 10 EVENTS OF DEFAULT

(1) *Events of default.* Each Holder shall be entitled to declare by notice its Notes due and demand immediate redemption thereof at the [Termination Amount] [Termination Rate] (pursuant to § 6), [together with accrued interest (if any) to the date of repayment,] in the event that:

(a) the Issuer fails to pay principal [or interest] and any additional amounts on the Notes within 15 days from the relevant due date, or

(b) the Issuer fails duly to perform any other material obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 45 days after the Issuer has received notice thereof from a Holder, or

(c) die Emittentin ihre Zahlungen generell einstellt oder generell ihre Zahlungsunfähigkeit bekannt gibt; oder

(d) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, das nicht innerhalb von 60 Tagen nach seiner Eröffnung aufgehoben oder ausgesetzt wird, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft; oder

(e) die Emittentin in Liquidation tritt; wobei eine (teilweise) Abspaltung, Abspaltung zur Neugründung, Umstrukturierung, Verschmelzung oder andere Form des Zusammenschlusses mit einer anderen Gesellschaft nicht als Liquidation gilt, sofern diese Gesellschaft alle Verpflichtungen übernimmt, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

(2) *Quorum, Heilung.* In den Fällen des § 10(1)(b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 10(1)(a), (1)(c), (1)(d) oder (1)(e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der [Emissionsstelle][Schweizer Hauptzahlstelle] Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 25% der dann ausstehenden Schuldverschreibungen eingegangen sind. Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber der [Emissionsstelle][Schweizer Hauptzahlstelle] zu erklären und persönlich oder per Einschreiben an deren bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [15](3) definiert) oder auf andere geeignete Weise erbracht werden.

§ 11 ERSETZUNG

(1) Die Bestimmungen dieses § 11 finden keine Anwendung auf Fälle der gesetzlichen Rechtsnachfolge.

Ersetzung. Die Emittentin ist – unbeschadet des § 10 – jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital [oder Zinsen] auf die Schuldverschreibungen in Verzug befindet, ohne

(c) the Issuer ceases to effect payments in general or announces its inability to meet its financial obligations generally; or

(d) a court opens insolvency proceedings against the Issuer and such proceedings are not dismissed or suspended within 60 days after the commencement thereof or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally; or

(e) the Issuer goes into liquidation; provided that a (partial) spin-off, a spin-off for re-establishment, a reconstruction, merger, or other form of amalgamation with another company shall not be considered a liquidation to the extent that such other company assumes all obligations which the Issuer has undertaken in connection with the Notes.

(2) *Quorum, cure.* In the events specified in § 10(1)(b), any notice declaring the Notes due shall, unless at the time such notice is received any of the events specified in § 10(1)(a), (1)(c), (1)(d) or (1)(e) entitling Holders to declare their Notes due has occurred, become effective only when the [Fiscal Agent] [Swiss Principal Paying Agent] has received such notices from the Holders of at least 25 per cent in principal amount of the Notes then outstanding. The right to declare Notes due shall terminate if the situation giving rise to it has been remedied before the right is exercised.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with the above mentioned subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the [Fiscal Agent][Swiss Principal Paying Agent] together with proof that such Holder at the time of such notice is a Holder of the relevant Notes by means of a certificate of his Custodian (as defined in § [15](3)) or in other appropriate manner.

§ 11 SUBSTITUTION

(1) The provisions in this § 11 do not apply in any case of succession by operation of law.

Substitution. The Issuer may, irrespective of § 10, without the consent of the Holders, if no payment of principal [or of interest] on any of the Notes is in default, at any time substitute for the Issuer any

Zustimmung der Gläubiger ein Unternehmen an ihrer Stelle als Hauptschuldnerin (die "Nachfolgeschuldnerin") für alle Verpflichtungen aus und im Zusammenhang mit dieser Serie von Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die jeweiligen Schuldverschreibungen übernimmt;

(b) die Emittentin und die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erlangt haben und die Nachfolgeschuldnerin berechtigt ist, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

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

[(d) die langfristigen Verbindlichkeiten der Nachfolgeschuldnerin ein gleichwertiges oder besseres Rating aufweisen als das der Emittentin (bestätigt durch zwei Rating-Agenturen, wie z.B. S&P, Moody's oder andere gleichwertige Agenturen);]

[(d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen einer Garantie der Emittentin hinsichtlich der Schuldverschreibungen als Vertrag zugunsten Dritter gemäß § 328(1) BGB entsprechen;]

(e) der [Emissionsstelle][Schweizer Hauptzahlstelle] jeweils eine Bestätigung bezüglich der Rechtsordnungen der Emittentin und der Nachfolgeschuldnerin von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden, wobei eine Bestätigung der Voraussetzungen nach Unterabsatz (c) dann nicht zu erbringen ist, wenn die Nachfolgeschuldnerin sich vertraglich zur Zahlung ggf. anfallender Steuern, Abgaben oder behördlicher Lasten, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, verpflichtet hat.

(2) *Bekanntmachung.* Eine Ersetzung hat die Emittentin gemäß § [14] (Mitteilungen / [Keine]

company as principal debtor in respect of all obligations arising from or in connection with this Series of Notes (the "Substitute Debtor") provided that:

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

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

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

[(d) the rating of the long-term obligations of the Substitute Debtor is the same or better as the respective rating of the Issuer (confirmed by two rating agencies, for example S&P, Moody's or other similar agencies);]

[(d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of a guarantee of the Issuer in respect of senior Notes as a contract for the benefit of the Holders as third party beneficiaries pursuant to § 328(1) BGB (German Civil Code)³⁷;]

(e) there shall have been delivered to the [Fiscal Agent] [Swiss Principal Paying Agent] one opinion for each of the Issuer's and the Substitute Debtor's jurisdiction of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied, provided that an opinion with regard to subparagraph (c) shall not be delivered if the Substitute Debtor has contractually committed to pay any tax, duty, assessment or governmental charge imposed on a Holder in respect of the substitution.

(2) *Notice.* Notice of any such substitution shall be published in accordance with § [14] (Notices / [No]

³⁷ An English language translation of § 328 (1) of the German Civil Code (Bürgerliches Gesetzbuch) reads as follows: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance".

Börsennotiz) mitzuteilen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Bedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.

Des Weiteren gilt im Fall einer Ersetzung Folgendes:

[Im Fall, dass in § 11(1)(d) die Abgabe der Garantie vorgesehen ist, einfügen:

[(a)] In § 8 und § 6(3) gilt eine alternative Bezugnahme auf die Republik Österreich als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat) und

(b) in § 10(1)(c) bis (e) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

(4) Im Fall einer Ersetzung folgt die Nachfolgeschuldnerin der Emittentin als Rechtsnachfolgerin nach, ersetzt diese und darf alle Rechte und Befugnisse der Emittentin aus den Schuldverschreibungen mit der gleichen Wirkung geltend machen, als wenn die Nachfolgeschuldnerin in diesen Bedingungen als Emittentin genannt worden wäre, und die Emittentin (bzw. die Gesellschaft, die zuvor die Verpflichtungen der Emittentin übernommen hat) wird von ihren Verpflichtungen als Schuldnerin aus den Schuldverschreibungen befreit.

(5) Nach einer Ersetzung gemäß diesem § 11 kann die Nachfolgeschuldnerin ohne Zustimmung der Gläubiger eine weitere Ersetzung durchführen. Die in § 11 genannten Bestimmungen finden entsprechende Anwendung. ***[Im Fall, dass Abgabe der Garantie in § 11(1)(d) vorgesehen ist, einfügen:*** Insbesondere bleibt § 10(1)(d)] im Hinblick auf die Raiffeisen Bank International AG weiter anwendbar.] Bezugnahmen in diesen Bedingungen auf die Emittentin gelten, wo der Zusammenhang dies erfordert, als Bezugnahmen auf eine derartige weitere Neue Nachfolgeschuldnerin.]

§ 12

ÄNDERUNG DER BEDINGUNGEN, GEMEINSAMER VERTRETER

(1) *Änderung der Bedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über

Stock Exchange Listing).

(3) *Change of References.* In the event of any such substitution, any reference in these 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 the following shall apply.

[if § 11(1)(d) provides for the issuance of the Guarantee:

[(a)] In § 8 and § 6(3) an alternative reference to the Republic of Austria 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 and

(b) in § 10(1)(c) to (e) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

(4) In the event of any such substitution, the Substitute Debtor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Notes with the same effect as if the Substitute Debtor had been named as the Issuer herein, and the Issuer (or any corporation which shall have previously assumed the obligations of the Issuer) shall be released from its liability as obligor under the Notes.

(5) After a substitution pursuant to this § 11, the Substitute Debtor may, without the consent of Holders, effect a further substitution. All the provisions specified in § 11 shall apply mutatis mutandis. ***[If the issuance of the Guarantee for Ordinary Senior Notes in accordance with § 11(1)(d) is provided:*** In particular § 10(1)(d)] shall remain applicable in relation to Raiffeisen Bank International AG.] References in these Conditions of Issue to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substituted Debtor.]

§ 12

AMENDMENT OF THE CONDITIONS, HOLDERS' REPRESENTATIVE

(1) *Amendment of the Conditions.* In accordance with the German Act on Debt Securities (*Gesetz über*

Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") durch einen Beschluss mit der in Absatz (2) bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Bedingungen mit der Emittentin vereinbaren. 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.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75% der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Bedingungen nicht geändert wird und die keinen Gegenstand des § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4 Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

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

(6) Gemeinsamer Vertreter.

[Im Fall, dass kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen: Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der "Gemeinsame Vertreter") für alle Gläubiger bestellen.]

[Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen: Gemeinsamer Vertreter (der "Gemeinsame Vertreter") ist **[Name des Gemeinsamen Vertreters einfügen]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt

Schuldverschreibungen aus Gesamtemissionen – "SchVG") the Holders may agree with the Issuer on amendments of the Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (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) *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 Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast

(3) *Vote without a Meeting.* All votes will be taken 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 paragraph 4 sentence 2 of the SchVG.

(4) *Chair of the Vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative has convened the vote, by the Holders' Representative.

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

(6) Holders' Representative.

[If no Holders' Representative is designated in the Conditions: The Holders may by majority resolution appoint a common representative (the "Holders' Representative") to exercise the Holders' rights on behalf of each Holder.]

[If the Holders' Representative is appointed in the Conditions: The common representative (the "Holders' Representative") shall be **[insert Name of the Holders' Representative]**. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders'

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.

(7) *Ausschluss der Anwendbarkeit des österreichischen Kuratorengesetzes.* Die Anwendbarkeit der Bestimmungen des österreichischen Kuratorengesetzes und des österreichischen Kuratorenenergänzungsgesetzes wird ausdrücklich hinsichtlich der Schuldverschreibungen ausgeschlossen.

§ 13 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, RÜCKKAUF UND ENTWERTUNG

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

(2) *Rückkauf.* Die Emittentin ist berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zurückzukaufen. Die von der Emittentin zurückgekauften Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder [entwertet werden] [bei der [Emissionsstelle][Schweizer Hauptzahlstelle] zwecks Entwertung eingereicht werden].

§ 14 MITTEILUNGEN / [KEINE] BÖRSENNOTIZ

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

[(1) Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen [an das Clearing System] [**im Fall der Tresorverwahrung bei der Emittentin:** in geeigneter Weise gemäß Absatz (3)] zur Weiterleitung [durch das Clearing System] [durch die Depotverwaltung der Emittentin] an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am [**Zahl des Tages einfügen**] Tag nach dem Tag der Mitteilung [an das Clearing System] [im: [**Medium einfügen**]] [an die Depotverwaltung] als den Gläubigern mitgeteilt.]

[(1)][(2)] [Im Falle von Schuldverschreibungen, die durch eine Notierungsbehörde, Börse und/oder durch

Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised 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.

(7) *Exclusion of the Applicability of the Austrian Notes Trustee Act.* The applicability of the provisions of the Austrian Notes Trustee Act (*Kuratorengesetz*) and the Austrian Notes Trustee Supplementation Act (*Kuratorenenergänzungsgesetz*) is explicitly excluded in relation to the Notes.

§ 13 FURTHER ISSUES, REPURCHASES AND CANCELLATION

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

(2) *Repurchases.* The Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes repurchased by the Issuer may, at the option of the Issuer, be held, resold or [cancelled] [surrendered to the [Fiscal Agent] [Swiss Principal Paying Agent] for cancellation].

§ 14 NOTICES / [NO] STOCK EXCHANGE LISTING

[In the case of a Notes issue where the Notes are not kept in custody by SIX SIS AG, insert:

[(1) The Issuer shall deliver all notices concerning the Notes [to the Clearing System] [**in case of custody in the safe of the Issuer:** in appropriate manner according to subparagraph (3)] for communication [by the Clearing System] [custody administration of the Issuer] to the Holders. Any such notice shall be deemed to have been given to the Holders on the [**number of days**] day after the day on which said notice was given to the [Clearing System] [in [**Insert Medium**] [custody administration]].

[(1)][(2)] [In the case of Notes which are admitted to listing, trading and/or quotation by any listing

ein Kursnotierungssystem zugelassen und/oder einbezogen sind und/oder deren Kurse durch sie bzw. es notiert werden, werden Mitteilungen im Einklang mit den Regeln und Bestimmungen einer solchen Notierungsbehörde, Börse und/oder eines solchen Kursnotierungssystems veröffentlicht werden. [Solange die Schuldverschreibungen an der Luxemburger Börse gelistet werden, werden die die Schuldverschreibungen betreffenden Mitteilungen auf der Website der Luxemburger Börse www.bourse.lu beziehungsweise auf einer anderen Website oder über ein anderes Publikationsmedium gemäß den Regeln und Bestimmungen der Luxemburger Börse veröffentlicht.]

Jede derartige Mitteilung gilt am Tag der Veröffentlichung als wirksam erfolgt.]

[Eine Börsennotiz ist nicht vorgesehen.]

[[(1)] [(2)] [(3)] Die Emittentin wird Mitteilungen [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [und] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][Luxemburg][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen. Jede derartige Mitteilung gilt am [Zahl des Tages einfügen] Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

[[(2)] [(3)] [(4)] Jede derartige Mitteilung [, außer im Fall von Absatz [(1)] [(2)],] gilt bei mehreren Veröffentlichungen am [Zahl des Tages einfügen] Tag nach dem Tag der ersten solchen Veröffentlichung als wirksam erfolgt.]

[(2)] [(3)] [(4)] [(5)] *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich in deutscher oder englischer Sprache erfolgen. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [15](3) (Schlussbestimmungen) definiert) oder auf andere geeignete Weise erbracht werden. Solange Schuldverschreibungen durch eine [Globalurkunde][Sammelurkunde] verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Emissionsstelle [im Fall von Schuldverschreibungen, die im Clearing System verwahrt werden einfügen: über das Clearing System in der von der Emissionsstelle und dem Clearing System dafür vorgesehenen Weise][im Fall der Tresorverwahrung einfügen: zur Weiterleitung an die Emittentin] erfolgen.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

authority, stock exchange and/or quotation system, notices shall be published in accordance with the rules and regulations of such listing authority, stock exchange and/or quotation system. [As long as the Notes are listed on the Luxembourg Stock Exchange, notices concerning the Notes will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange.]

Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.]

[A listing on a stock exchange is not envisaged.]

[[(1)] [(2)] [(3)] The Issuer will [also] publish notices [on its website www.rbinternational.com/Investors/Information for Debt Investors] [and] [in a leading daily newspaper having general circulation in [Austria][Luxembourg][insert other country]. This newspaper is expected to be the [Amtsblatt zur Wiener Zeitung] [insert other newspaper]. Any notice so given will be deemed to have been validly given on the [insert number of days] day following the date of such publication.]

[(2)] [(3)] [(4)] Any notice so given [, except in case of subparagraph [(1)] [(2)],] will be deemed to have been validly given if published more than once, on the [insert number of days] day after the date of the first such publication.]

[(2)] [(3)] [(4)] [(5)] *Form of Notice of Holders.* Notices to be given by any Holder shall be made in writing in the English or German language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Notes at the time of the giving of such notice. Proof may be made by means of a certificate of the Custodian (as defined in § [15](3) (Final Provisions)) or in any other appropriate manner. So long as Notes are securitised in the form of a [Global Note][Global Certificate], such notice may be given by the Holder to the Fiscal Agent [**If the Notes are held in custody by the Clearing System:** through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose] [**in case of custody in the safe of the Issuer:** for communication to the Issuer.]

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert:

(1) Solange die Schuldverschreibungen an der SIX Swiss Exchange AG notiert sind und solange die Regeln der SIX Swiss Exchange AG dies so verlangen, werden alle Mitteilungen im Hinblick auf die Schuldverschreibungen wirksam durch die Schweizer Hauptzahlstelle im Wege (i) der elektronischen Veröffentlichung auf der Website der SIX Exchange Regulation ([www.six-exchange-regulation.com]), wobei Mitteilungen gegenwärtig unter [<https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>] [●] veröffentlicht werden), oder (ii) einer anderen Veröffentlichung, die den Regularien der SIX Swiss Exchange AG entspricht, veröffentlicht. Jede so veröffentlichte Mitteilung gilt am Tage ihrer Veröffentlichung oder, falls mehrfach veröffentlicht, am Tage der ersten Veröffentlichung als wirksam erfolgt.

(2) Falls die Schuldverschreibungen nicht mehr an der SIX Swiss Exchange AG notiert sind, wird die Emittentin alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung durch das Clearing System an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 15

SCHLUSSBESTIMMUNGEN

[Im Fall, dass die Schuldverschreibungen von einem ICSD oder von SIX SIS AG verwahrt werden, einfügen:

(1) *Anwendbares Recht.* [Form und] Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz, einfügen:

(1) *Anwendbares Recht.* Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht. Die aus der Form und Verwahrung der Schuldverschreibungen [im Tresor der Emittentin] [bei der OeKB] gemäß § 2(2)(b) dieser Bedingungen folgenden Rechtswirkungen unterliegen österreichischem Recht.]

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht Frankfurt am Main, Deutschland. Für Klagen von und gegen österreichische Konsumenten sind die im österreichischen Konsumentenschutzgesetz und in der Jurisdiktionsnorm zwingend vorgesehenen

(1) So long as the Notes are listed on SIX Swiss Exchange Ltd and so long as the rules of SIX Swiss Exchange Ltd so require, all notices in respect of the Notes will be validly given through the Swiss Principal Paying Agent (i) by means of electronic publication on the internet website of SIX Exchange Regulation ([www.six-exchange-regulation.com]), where notices are currently published under [<https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>] [●]), or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange Ltd. Any notices so given shall be deemed to have been validly given on the date of such publication or, if published more than once, on the first date of such publication.

(2) Where the Notes are no longer listed on SIX Swiss Exchange Ltd the Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said notice was given to the Clearing System.]

§ 15

FINAL PROVISIONS

[In the case the Notes are kept in custody by an ICSD or by SIX SIS AG, insert:

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

[In the case a Global Certificate is kept in custody pursuant to Austrian Depotgesetz, insert

(1) *Applicable Law.* The Notes, as to content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. The legal effect as to form and the custody of the Notes [in the safe of the Issuer] [at the OeKB] pursuant to § 2(2)(b) of these Conditions will be governed by the laws of Austria.]

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any action or other legal proceedings ("Proceedings") arising out of or in connection with the Notes. Any claims raised by or against Austrian consumers shall be subject to the statutory jurisdiction set forth by the Austrian Consumer Protection Act and the Jurisdiction Act

Gerichtsstände maßgeblich.

(*Jurisdiktionsnorm*).

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) indem er eine Bescheinigung der Depotbank (wie nachstehend definiert) beibringt, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) indem er eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vorlegt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. 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.

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in 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 Global Note representing the Notes in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the proceedings.

(4) *Sprache.*

(4) *Language.*

[Im Fall zweisprachiger Bedingungen und maßgeblicher deutscher Fassung einfügen:

[In case of bi-lingual Conditions with German binding insert:

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

These 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 non-binding.]

[Im Fall einsprachig deutscher Bedingungen einfügen:

[In the case the Conditions are to be in English only insert:

Diese Bedingungen sind ausschließlich in deutscher Sprache abgefasst.]

These Conditions are written in the English language only.]

[Im Fall zweisprachiger Bedingungen und maßgeblicher englischer Fassung einfügen:

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

[In case of bi-lingual Conditions with English binding insert:

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is non-binding.]

**OPTION II -
ANLEIHEBEDINGUNGEN FÜR
NACHRANGIGE
SCHULDVERSCHREIBUNGEN**

**§ 1
DEFINITIONEN**

"Bedingungen" bedeutet diese Anleihebedingungen der Nachrangigen Schuldverschreibungen, wie vervollständigt.

[Wenn Referenz-Zinssatz anwendbar, einfügen:]

"Bildschirmseite [[•]]" bedeutet [REUTERS Bildschirmseite [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg Seite CPTFEMU Index] **[Bildschirmseite und ggf. zusätzliche Angaben einfügen]** oder jede Nachfolgeseite.]

[Wenn Referenz-Swapsatz anwendbar, einfügen:]

"Bildschirmseite [[•]]" bedeutet [•]

[Wenn Referenzwert ist CMS-Satz, einfügen:]

"Bildschirmseite [[•]]" bedeutet [•]

"Clearing System" bedeutet **[im Fall von mehr als einem Clearing System einfügen:]** jeweils: [Clearstream Banking, S.A., Luxemburg, ("CBL")] [,] [und] [Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("Euroclear")] [(CBL und Euroclear sind jeweils ein "ICSD" (International Central Securities Depositary) und zusammen die "ICSDs")] [,] [und] [OeKB CSD GmbH ("OeKB")] [,][und] [SIX SIS AG, Olten, Schweiz] [,][und] **[anderes Clearing System angeben]**.

**OPTION II -
TERMS AND CONDITIONS FOR
SUBORDINATED NOTES**

**§ 1
DEFINITIONS**

"Conditions" means these Terms and Conditions of the Subordinated Notes as completed.

[If Reference Interest Rate is applicable, insert:]

"Screen Page means [REUTERS Screen Page [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg page CPTFEMU Index] **[insert Screen Page and additional information if necessary]** or each successor page.]

[If Reference Swap Rate is applicable, insert:]

"Screen Page means [•]"

[If Reference Rate is CMS Rate, insert:]

"Screen Page means [•]"

"Clearing System" means **[if more than one Clearing System insert:]** each of: [Clearstream Banking, S.A., Luxembourg, ("CBL")] [,] [and] [Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")] [(CBL and Euroclear are each an "ICSD" (International Central Securities Depositary) and together the "ICSDs")] [,] [and] [OeKB CSD GmbH ("OeKB")] [,] [and] [SIX SIS AG, Olten, Switzerland] [,] [and] **[specify other Clearing System]**.

["Depotgesetz, DepG"]	bezeichnet das Bundesgesetz vom 22. Oktober 1969 über die Verwahrung und Anschaffung von Wertpapieren (Depotgesetz), BGBl. Nr. 424/1969 idgF.]	["Austrian Depotgesetz, DepG"]	means the Federal law on Custody and Acquisition of Securities of 22 October 1969 (<i>Depotgesetz</i>), BGBl. No. 424/1969, as amended]
["Geschäftstag"]	bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind]] [falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]	["Business Day"]	means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] [if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].]
["Gläubiger"]	[Im Fall einer Emission, bei der die Verwahrung der Nachrangigen Schuldverschreibungen nicht bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Nachrangigen Schuldverschreibungen.] [Im Fall einer Emission, bei der die Verwahrung der Nachrangigen Schuldverschreibungen bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren anderen Rechts an den Nachrangigen Schuldverschreibungen die nach den Bestimmungen des Clearing Systems auf einen neuen Gläubiger übertragen werden können. In Bezug auf Nachrangigen Schuldverschreibungen, welche als Bucheffekten im Sinne des schweizerischen Bucheffektengesetzes gehalten	["Holder"]	[In the case of an issue where the Subordinated Notes are not kept in custody by SIX SIS AG, insert: means any holder of a co-ownership interest or other beneficial interest or right in the Subordinated Notes.] [In the case of an issue where the Subordinated Notes are kept in custody by SIX SIS AG, insert: means any holder of a proportionate co-ownership or other comparable beneficial interest or right in the Subordinated Notes which may be transferred to a new Holder in accordance with the provisions of the Clearing System. In respect of Subordinated Notes held in the form of intermediated securities (<i>Bucheffekten</i>) within the meaning of the Swiss Federal Intermediated Securities Act (<i>Bucheffektengesetz</i>), the Holders of Subordinated Notes will be the investors, i.e. the persons, other than intermediaries, holding the Subordinated Notes in a securities account with an

werden, gelten als Gläubiger von Nachrangigen Schuldverschreibungen die Anleger, d.h. diejenigen Personen, mit Ausnahme der Verwahrungsstelle selbst, welche die Nachrangigen Schuldverschreibungen in einem bei der Verwahrungsstelle geführten Effektenkonto halten].]

Intermediary].]

[Wenn Referenzwert anwendbar ist, einfügen:

[If Reference Rate is applicable, insert:

"Referenzwert" bedeutet einen Wert, [der] [dessen Entwicklung] [die Höhe] [eines/des/der variablen Zinssatzes/Zinssätze] [und][oder] [den Rückzahlungsbetrag] [und][oder][die Verzinsung für eine bestimmte Zinsenlaufperiode] [und][oder][die Laufzeit der Schuldverschreibungen] **[eine andere Rechtsfolge einfügen]** bestimmt (z.B. ein Zinssatz, ein Swapsatz, ein Wechselkurs, etc.)

"Reference Rate" means a value, [which] [the performance of which] determines [the high of a/the] [floating interest rate(s)] [and][or] [the Redemption Amount][and][or][if any interest will be paid for a certain interest period][and] [or] [the maturity of the Notes]**[insert any other legal consequence]** (i.e. an interest rate, a Swap Rate, an exchange rate, etc.)]

[Wenn der Referenzwert ein Zinssatz ist einfügen:

[If the Reference Rate is an Interest Rate insert:

"Referenz-Zinssatz" ist der Angebotssatz für den **[Zahl]**-Monats **[EURIBOR][LIBOR][USD LIBOR][CHF LIBOR] [andere Währung LIBOR einfügen]** **[SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen]**, der auf der Bildschirmseite am **[Zinsfestlegungstag]** **[Referenzwert-Feststellungstag]** **[Beobachtungstag]** **[anderen Tag festsetzen]** gegen **[11.00][maßgebliche Uhrzeit einfügen]** Uhr (**[maßgebliche Zeitzone einfügen]**) angezeigt wird.

"Reference Interest Rate" means the offered quotation for the **[number]**-month **[EURIBOR][LIBOR][USD LIBOR] [CHF LIBOR][insert other currency LIBOR]** **[SIBOR][BBSW] [BUBOR][PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other reference interest rate]** which appears on the Screen Page as of **[11.00 a.m.] [insert other relevant time] ([insert relevant time zone])** on the **[Interest Determination Date]** **[Reference Rate Determination Day]** **[Observation Day]** **[determine other day]**.

Sollte – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *[per annum]* **[anderen Zeitraum einfügen]** ausgedrückt) für den Referenz-Zinssatz um ca. **[11.00]** **[maßgebliche Uhrzeit einfügen]** Uhr (**[maßgebliche Zeitzone einfügen]**) am **[Zinsfestlegungstag]** **[Referenzwert-**

If – other than in case of a Discontinuation Event (as defined below) - the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *[per annum]* **[insert other period]** for the Reference Interest Rate at approximately **[11.00 a. m.] [insert relevant time] ([insert relevant time zone])** on the **[Interest Determination Date]** **[Reference Rate Determination Day]** **[Observation Day]**

Feststellungstag] [Beobachtungstag] [**anderen Tag festsetzen**] anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenz-Zinssatz [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] [**andere Rundungsregel einfügen**] Prozent, wobei [0,0005][0,00005] [0,000005][**andere Rundungsregel einfügen**] aufgerundet wird) dieser Angebotssätze[, jedoch zumindest 0,00 % p.a.], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenz-Zinssatz [für die betreffende Zinsenlaufperiode] [**anderes Ereignis festlegen**] der Satz [*per annum*] [**anderen Zeitraum einfügen**], den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] [**andere Rundungsregel einfügen**] Prozent, wobei [0,0005][0,00005][0,000005][**andere Rundungsregel einfügen**] aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. [11.00][**maßgebliche Uhrzeit einfügen**] Uhr ([**maßgebliche Zeitzone einfügen**]) an dem betreffenden [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] Einlagen in der festgelegten Währung für die betreffende Zinsenlaufperiode von führenden Banken im [**Finanzzentrum einfügen**] Interbanken-Markt [in der Euro-Zone] angeboten werden[, jedoch zumindest 0,00 % p.a.].

Für den Fall, dass der Referenz-Zinssatz nicht gemäß den vorstehenden Bestimmungen ermittelt werden kann, so ermittelt die Emittentin den Referenz-Zinssatz [für die betreffende Zinsenlaufperiode][**anderes Ereignis festlegen**] nach ihrem billigen Ermessen gemäß § 317 Bürgerliches Gesetzbuch ("BGB") und unter Berücksichtigung der operativen Erfordernissen der Berechnungsstelle. Die Emittentin wird die Berechnungsstelle über jegliche Bestimmungen informieren, welche sie selbst gemäß den Bedingungen gemacht hat.

"Referenzbanken" bezeichnen die Niederlassungen von mindestens [vier][**andere Anzahl einfügen**] bedeutenden Banken am [relevanten] [**maßgebliches Finanzzentrum einfügen**] Interbanken-Markt [in der Euro-Zone].]

Ersetzung des Referenz-Zinssatzes im Fall eines

[**determine other day**]. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate [for such Interest Period] shall be the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth][**insert other rounding rules**] of a percentage point, with [0.0005][0.00005] [0.000005][**insert other rounding rules**] being rounded upwards) of such offered quotations[, however at least 0.00 per cent p.a.], all as determined by the Calculation Agent.

If on any [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate [for the relevant Interest Period] [**determine other event**] shall be the rate [*per annum*] [**insert other time period**] which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth] [**insert other rounding rules**] of a percentage point, with [0.0005][0.00005][0.000005][**insert other rounding rules**] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at [11.00 a.m.][**insert relevant time**] ([**insert relevant time zone**]) on the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], deposits in the Specified Currency for the relevant Interest Period by leading banks in the [**insert financial centre**] interbank market [in the Euro-Zone] [, however at least 0.00 per cent p.a.].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate [for the relevant Interest Period] [**define other event**] at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") and also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under this Conditions.

"Reference Banks" means the offices of not less than [four] [**insert other number**] major banks in the [relevant] [**insert relevant financial centre**] interbank market [in the Euro-Zone].]

Reference Interest Rate replacement in case of a

Einstellungereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den Referenz-Zinssatz nicht mehr verwenden darf, oder (ii) der Administrator des Referenz-Zinssatzes die Berechnung und Veröffentlichung des Referenz-Zinssatzes dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des Referenz-Zinssatzes zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der Referenz-Zinssatz anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "**Einstellungereignis**"), soll der Referenz-Zinssatz [am][an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen relevanten Tag/Tag definieren**] durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("**Nachfolge-Referenzzinssatz**"):

I) Der Referenz-Zinssatz soll durch den Referenzzatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des Referenz-Zinssatzes, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den Referenz-Zinssatz bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**] der Nachfolge-Referenzzinssatz ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-Referenzzinssatz oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][**anderen Betrag festlegen**] wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzzatz bestimmen, der am ehesten mit dem Referenz-Zinssatz vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem Referenz-Zinssatz vergleichbar akzeptierten Referenzzatz gibt, er diesen Referenzzatz als Nachfolge-Referenzzatz verwenden wird (der "**Nachfolge-Referenzzatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzzatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-

Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate, or (ii) the administrator of the Reference Interest Rate ceases to calculate and publish the Reference Interest Rate permanently or for an indefinite period of time, or (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the Reference Interest Rate is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day(s)**], by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Reference Interest Rate**") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or][the] [Interest Amount][**determine other rate or amount**] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to

Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des Referenz-Zinssatzes durch einen Nachfolge-Referenzzinssatz gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-Referenzzinssatz angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des Referenz-Zinssatzes vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][**anderen Satz/ Betrag festlegen**] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-Referenzzinssatz [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den Referenz-Zinssatz, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-Referenzzinssatzes gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] bezüglich [der nachfolgenden Zinslaufperiode][**anderes Ereignis / Tag definieren**] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der Referenz-Zinssatz der Angebotssatz für den Referenz-Zinssatz ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**], an dem diese Angebotssätze angezeigt

the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][**determine other rate/amount**] in order to follow market practice in relation to the Successor Reference Interest Rate [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] relating to the [next succeeding Interest Period][**determine other event / day**] (the "**Procedures Determination Date**"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were offered and shall thereafter

wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzuzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinszahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein Swapsatz ist einfügen:

"Referenz-Swapsatz" ist der ["[**Anzahl der Jahre/Monate einfügen**]-[Jahres-][Monats-][**relevante Währung einfügen**][Swap Satz und bedeutet [[•] / **Definition und Bildschirmseite einfügen**].]

Sollte am Zinsenanpassungs-Bestimmungstag der [[**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] Swap Satz][**relevante Währungs einfügen**] [**anderen Swap Satz einfügen**] nicht auf der Bildschirmseite angezeigt werden, so ist der [[**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] [**relevante Währung einfügen**] Swap Satz][**anderen Swap Satz einfügen**] der Zinsanpassungs-Referenzbanksatz (wie nachstehend definiert) an diesem Zinsenanpassungs-Bestimmungstag.

inform the Holders of the Notes in accordance with § 14[.] [; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.]]

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a Swap Rate insert:

"Reference Swap Rate" is "[**insert number of years/months**] [year][months] [**insert relevant currency**] Swap Rate and means [[•] / **insert definition /Screen Page**].]

If the [[insert number of years/months] [year][month] [**insert relevant currency**] Swap Rate] [insert other swap rate] is not displayed on the Screen Page on the Interest Adjustment Determination Date, the [[**insert number of years/months**] [year][month] [**insert relevant currency**]Swap Rate] [**insert other swap rate**] is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"Zinsenanpassungs-Referenzbanksatz" ist der von der Berechnungsstelle festgestellte Prozentsatz, der auf Grundlage der **[[Anzahl der Jahre/Monate einfügen]-[Jahres][Monats] Swap Satz][anderen Swap Satz einfügen]** Angebotssätze (wie nachstehend definiert), die von **[fünf] [andere Anzahl einfügen]** führenden [Swap] Dealern im Interbankenmarkt (die "Zinsenanpassungs-Referenzbanken") am Zinsenanpassungs-Bestimmungstag gegen **[Zeit einfügen] Uhr ([Zeitzone einfügen])** der Berechnungsstelle gemeldet werden, festgelegt wird. Soweit mindestens **[drei] [andere Anzahl einfügen]** Sätze mitgeteilt wurden, wird der Zinsenanpassungs-Referenzbanksatz auf den arithmetischen Mittelwert der Angebotssätze festgelegt, indem der höchste Angebotssatz (oder, im Falle von gleicher Höhe, einer der höchsten Angebotssätze) und der niedrigste Angebotssatz (oder, im Falle von gleicher Höhe, einer der niedrigsten) nicht berücksichtigt werden. Sofern der Zinsenanpassungs-Referenzbanksatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes bestimmt werden kann, entspricht der Zinsenanpassungs-Referenzbanksatz dem zuletzt auf der Bildschirmseite angezeigten **[[Anzahl der Jahre/Monate einfügen]-[Jahres] Swap Satz][anderen Swap Satz einfügen]**, wie er von der Berechnungsstelle bestimmt wird.

["[[Anzahl der Jahre/Monate einfügen]-[Jahres][Monats] Swap Satz][anderen Swap Satz einfügen] Angebotssatz" bedeutet den arithmetischen Mittelwert von Kauf- und Verkaufssätzen für den Festzinssatz (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) für einen **[Referenzswap einfügen]**, der (i) eine **[Anzahl der [Jahre][Monate] einfügen]** Laufzeit hat, beginnend mit dem Zinsenanpassungstag, (ii) ein Betrag ist, der ein repräsentativer Wert für eine einzelne Transaktion im relevanten Markt zum jeweiligen Zeitpunkt mit einem anerkannten Dealer mit guter Bonität auf dem Swapmarkt ist und (iii) einen variablen Zinssatz auf Basis des **[Referenzzinssatz einfügen]** (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) hat.]

[ggf. andere Definitionen für Angebotssatz einfügen]

Ersetzung eines [Referenz-Swapsatzes][anderen Angebotssatz einfügen] im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den [Referenz-Swapsatz] **[anderen Angebotssatz einfügen]** nicht mehr verwenden darf, oder (ii) der Administrator des [Referenz-Swapsatz][anderen Angebotssatz einfügen] die Berechnung und Veröffentlichung des [Referenz-Swapsatz][anderen Angebotssatz

"Reset Reference Bank Rate" means the percentage rate determined by the Calculation Agent on the basis of the **[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] Quotations** (as defined below) provided by **[five] [insert other number]** leading swap dealers in the interbank market (the "Reset Reference Banks") to the Calculation Agent at approximately **[insert time] ([insert time zone])**, on the Interest Adjustment Determination Date. If at least **[three] [insert other number]** quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last **[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate]** available on the Screen Page as determined by the Calculation Agent.

["[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] Quotation" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on **[insert day count fraction])** of a **[insert reference swap rate]** which (i) has a term of **[insert number of [years][months]]** commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the **[insert reference interest rate]** (calculated on an **[insert day count fraction]** basis).]

[insert other definitions for Quotation]

[Reference Swap Rate] [insert other definition for quotation] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Swap Rate][**insert other definition for quotation]**, or (ii) the administrator of the [Reference Swap Rate][**insert other definition for quotation]** ceases to calculate and publish the [Reference Swap Rate][**insert other definition for quotation]** permanently or for an

einfügen] dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "**Einstellungsereignis**"), soll der [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** [am] [an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen relevanten Tag/Tag definieren]** durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I-III) bestimmten oder beschafften Satz ersetzt werden ("**Nachfolge-Angebotssatz**"):

I) Der [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [Referenz-Swapsatz][**anderen Angebotssatz einfügen]**, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren]** der **Nachfolge-Angebotssatz** ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem **Nachfolge-Angebotssatz** oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][**anderen Betrag festlegen]** wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-

indefinite period of time, or (iii) the administrator of the [Reference Swap Rate][**insert other definition for quotation]** becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Swap Rate][**insert other definition for quotation]** is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the [Reference Swap Rate][**insert other definition for quotation]** shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day(s)**], by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Quotation Rate**") according to the following paragraphs in the order of I-III):

I) The [Reference Swap Rate][**insert other definition for quotation]** shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][**insert other definition for quotation]**, the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][**insert other definition for quotation]** and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], the **Successor Quotation Rate** was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such **Successor Quotation Rate** or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount][**determine other rate or amount**] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][**insert other definition for quotation]**, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap Rate][**insert other definition for quotation]**, then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen

Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des [Referenz-Swapsatz][anderen Angebotssatz einfügen] durch einen **Nachfolge-Angebotssatz** gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den **Nachfolge-Angebotssatz** angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des [Referenz-Swapsatz][anderen Angebotssatz einfügen] vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][anderen Satz/ Betrag festlegen] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den **Nachfolge-Angebotssatz** [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den [Referenz-Swapsatz][anderen Angebotssatz einfügen], der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines **Nachfolge-Angebotssatz** gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] bezüglich [der nachfolgenden Zinslaufperiode][anderes Ereignis / Tag definieren] ("Verfahrensfestsetzungstag") entscheiden:

[a)] dass der [Referenz-Swapsatz][anderen Angebotssatz einfügen] jener [Referenz-Swapsatz][anderen Angebotssatz einfügen] ist, der auf der Bildschirmseite, wie vorstehend beschrieben,

Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][insert other definition for quotation] with a **Successor Quotation Rate** in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the **Successor Quotation Rate**, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][insert other definition for quotation] before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][determine other rate/amount] in order to follow market practice in relation to the **Successor Quotation Rate** [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [Reference Swap Rate][insert other definition for quotation] determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a **Successor Quotation Rate** according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event / day] (the "**Procedures Determination Date**"):

[a)] that the [Reference Swap Rate][insert other definition for quotation] shall be such [Reference Swap Rate][insert other definition for quotation] which appeared on the Screen Page, as described

an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Swapsatz][**anderen Angebotssatz einfügen**] ab dem letzten [Kupontermin][Zinszahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Swapsatz][**anderen Angebotssatz einfügen**].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein CMS-Satz ist einfügen:

"Referenz-CMS-Satz" ("CMS") ist der [Anzahl der Monate einfügen] Swapsatz bezüglich [maßgebliche Währung einfügen] denominierten Swap Transaktionen mit Laufzeit[en] von [maßgebliche Laufzeit[en] einfügen], der auf der Bildschirmseite [[•]] am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] unter der Bildüberschrift [und in der Spalte] [maßgebliche Bildschirmüberschrift [und Spalte] einfügen] gegen [11:00 Uhr] [maßgebliche Zeit einfügen] ([relevante Zeitzone einfügen])

above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14.] [; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Swap Rate][**insert other definition for quotation**] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Swap Rate][**insert other definition for quotation**] applicable to the immediately preceding Interest Period.])

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a CMS Rate insert:

"Reference CMS Rate" ("CMS") is the [insert number of months] swap rate for [insert relevant currency] swap transactions with a maturity of [insert relevant period[s]], which appears on the Screen Page [[•]] on the [Interest Determination Date][Reference Rate Determination Date] [Observation Day] [**determine other day**] [under the heading [and in the column] [insert relevant heading [and column]] as of [11:00 a.m.] [insert relevant time] ([insert relevant time zone]), all as determined by the Calculation

angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Hat – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - die Bildschirmseite dauerhaft aufgehört, den jeweiligen **[maßgebliche Währung einfügen]** CMS anzugeben, ist diese Quotierung jedoch auf einer anderen von der Emittentin nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die "Ersatzbildschirmseite") und der Berechnungsstelle mitgeteilt worden, wird die Ersatzbildschirmseite zum Zweck der [Zinssatzberechnung]**[anderen Berechnungsgrund festlegen]** eingesetzt.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird der jeweils maßgebliche **[maßgebliche Währung einfügen]** CMS nicht angezeigt (in jedem dieser Fälle zu der genannten Zeit) und ist nach Bestätigung der Emittentin keine Ersatzbildschirmseite verfügbar, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) das arithmetische Mittel der Geld- und Briefkurse für die einjährige festverzinsliche Seite eines **[maßgebliche Währung einfügen]** Zinsswaps für die maßgebliche Laufzeit in einer Höhe, die repräsentativ für eine einzelne Swap Transaktion im Markt für Swaps ist (jeweils als Prozentsatz *per annum* ausgedrückt) gegenüber einem anerkannten Händler in Swaps im Markt für Swaps um ca. [11.00 Uhr] **[maßgebliche Uhrzeit einfügen]** (**[relevante Zeitzone einfügen]**) am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]** anfordern.

Falls drei oder mehr Referenzbanken der Berechnungsstelle solche Quotierungen nennen, ist der **[maßgebliche Währung einfügen]** CMS [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet) dieser Quotierungen, wobei die höchste bzw. eine der höchsten Quotierungen bei identischen Quotierungen und die niedrigste Quotierung bzw. eine der niedrigsten Quotierungen bei identischen Quotierungen nicht mitgezählt werden, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls nur zwei oder weniger Referenzbanken der Berechnungsstelle solche Quotierung nennen, so ist der **[maßgebliche Währung einfügen]** CMS [für diese Zinsenlaufperiode] der Satz, wie er auf der Bildschirmseite an dem letzten Tag vor dem [jeweiligen Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]**, an dem dieser Satz noch angezeigt wurde, angezeigt worden ist.

"Referenzbanken" bezeichnet diejenigen Niederlassungen von [fünf] **[maßgebliche Anzahl einfügen]** führenden Swap-Händlern im

Agent.

If – other than in case of a Discontinuation Event (as defined below) - the Screen Page permanently ceases to quote the relevant **[insert relevant currency]** CMS but such quotation is available from another page selected by the Issuer in equitable discretion (the "Replacement Screen Page") and notified to the Calculation Agent, the Replacement Screen Page shall be used for the purpose of the calculation of the [Rate of Interest]**[determine other reason of calculation]**.

If the Screen Page is not available or if no such **[insert relevant currency]** CMS appears (in each case as at such time), and the Issuer confirms there is no Replacement Screen Page available, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the arithmetic mean of the bid and offered rates for an annual fixed leg of a **[insert relevant currency]** interest rate swap transaction for the relevant maturity in an amount that is representative for a single swap transaction in the market for swaps (expressed as a percentage rate *per annum*) with an acknowledged dealer of good credit in the swap market at approximately [11.00 a.m.] **[insert relevant time]** (**[insert relevant time zone]**) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]**.

If three or more of the Reference Banks provide the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for such Interest Period] shall be the arithmetic mean (rounded up- or down-wards if necessary) of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in case of equality, one of the lowest), all as determined by the Calculation Agent.

If only two or less of the Reference Banks provides the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for the relevant Interest Period] shall be the rate as displayed on the Screen Page on the last day preceding the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]** on which such rate was displayed.

"Reference Banks" means those offices of [five] **[insert relevant number]** leading swap dealers in the

Interbanken-Markt.]

Ersetzung des [maßgebliche Währung einfügen] CMS im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den [maßgebliche Währung einfügen] CMS nicht mehr verwenden darf, oder (ii) der Administrator des [maßgebliche Währung einfügen] CMS die Berechnung und Veröffentlichung des [maßgebliche Währung einfügen] CMS dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des [maßgebliche Währung einfügen] CMS zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der [maßgebliche Währung einfügen] CMS anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungsereignis"), soll der [maßgebliche Währung einfügen] CMS [am/an jedem relevanten Zinsfestlegungstag] [am/an [jedem] Referenzwert-Feststellungstag] [am /an jedem Beobachtungstag] [anderen Tag definieren] durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("Nachfolge-CMS"):

I) Der [maßgebliche Währung einfügen] CMS soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [maßgebliche Währung einfügen] CMS, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Satz für den [maßgebliche Währung einfügen] CMS bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] der Nachfolge-CMS ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-CMS oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des Zinssatzes oder des Zinsbetrags wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [maßgebliche Währung einfügen] CMS vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem [maßgebliche Währung einfügen] CMS vergleichbar akzeptierten Referenzsatz gibt, er diesen

interbank market.]

[Insert relevant currency] CMS replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Insert relevant currency] CMS, or (ii) the administrator of the [Insert relevant currency] CMS ceases to calculate and publish the [Insert relevant currency] CMS permanently or for an indefinite period of time, or (iii) the administrator of the [Insert relevant currency] CMS becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Insert relevant currency] CMS is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the [Insert relevant currency] CMS shall be replaced, on [the/each relevant Interest Determination Date] [the Reference Rate Determination Day] [the / each Observation Day] [determine other day], by a rate determined or procured, as the case may be, by the Issuer (the "Successor CMS") according to the following paragraphs in the order of I)-III):

I) The [Insert relevant currency] CMS shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Insert relevant currency] CMS, the competent central bank or a regulatory or supervisory authority as the successor rate for the [Insert relevant currency] CMS and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], the Successor CMS was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor CMS or any adjustments or changes made in relation thereto or relating to the determination of the Rate of Interest or the Interest Amount as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Insert relevant currency] CMS, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the [Insert relevant currency] CMS, then the Independent Advisor will use such reference

Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des [maßgebliche Währung einfügen] CMS durch einen Nachfolge-CMS gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Anpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-CMS angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des [maßgebliche Währung einfügen] CMS vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][anderen Satz / Betrag festlegen] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-CMS [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den [maßgebliche Währung einfügen] CMS, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-CMS gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag][Beobachtungstag][anderen Tag festlegen] bezüglich [der nachfolgenden Zinslaufperiode][anderes Ereignis / Tag festlegen] ("Verfahrensfestsetzungstag")

rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Insert relevant currency] CMS with a Successor CMS in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor CMS, for the purpose of achieving a result which is consistent with the economic substance of the [Insert relevant currency] CMS before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][determine other rate / amount] in order to follow market practice in relation to the Successor CMS [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [Insert relevant currency] CMS determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor CMS according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event / day] (the "**Procedures Determination Date**"):

entscheiden:

[a)] dass der [maßgebliche Währung einfügen] CMS jener [maßgebliche Währung einfügen] CMS ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzuzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinszahlungstag][anderen Tag einfügen] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

["TARGET-Geschäftstag" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit ist.]

[a)] that the [Insert relevant currency] CMS shall be such [Insert relevant currency] CMS which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] on which such quotations were displayed and shall thereafter inform the Holders of the Notes in accordance with § 14[.] ; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [determine other day] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.]]

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

["TARGET Business Day" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") is operational.]

["Zinsfestlegungstag"	bezeichnet den [[zweiten] [zutreffende andere Zahl von Tagen einfügen] [TARGET] [,][und][sämtliche relevante Finanzzentren einfügen] Geschäftstag vor [Beginn] [Ende] der jeweiligen Zinsenlaufperiode.] [ersten Tag der jeweiligen Zinsenlaufperiode.]] [[●] Geschäftstag vor [dem Ende][dem Kupontag] der entsprechenden Zinsenlaufperiode.]	["Interest Determination Date"	means the [[second] [insert other applicable number of days] [TARGET][,][and][insert all relevant financial centres] Business Day prior to the [commencement] [end] of the relevant Interest Period.] [first day of the relevant Interest Period.]] [[●] Business Day prior to [the expiry] [the Coupon Date] of the relevant Interest Period.]]
"Zinsenlaufperiode"	bezeichnet den Zeitraum, für welchen Zinsen berechnet und bezahlt werden.	"Interest Period"	means the period for which interest is calculated and paid.

§ 2 WÄHRUNG, STÜCKELUNG, EMISSIONSTAG(E), VERBRIEFUNG, VERWAHRUNG

(1) *Währung – Stückelung – Emissionstag[e]*. Diese Serie **[Nummer der Serie und Bezeichnung einfügen][Tranche einfügen]** von Nachrangigen Schuldverschreibungen (die "Nachrangigen Schuldverschreibungen") der Raiffeisen Bank International AG (die "Emittentin") wird **[am Emissionstag einfügen]** ("Emissionstag") **[ab dem Erst-Emissionstag einfügen]** ("Erst-Emissionstag") mit offener Begebungsfrist ("Daueremission") in **[Festgelegte Währung einfügen]** (die "Festgelegte Währung") im Gesamtnennbetrag von **[bis zu][Gesamtnennbetrag einfügen]** (in Worten: **[Gesamtnennbetrag in Worten einfügen]**) in der Stückelung von **[Festgelegte Stückelung einfügen]** (die "Festgelegte Stückelung") begeben.

[Im Fall einer Emission, bei der die Verwahrung der Nachrangigen Schuldverschreibungen nicht bei der SIX SIS AG erfolgen soll, einfügen:

(2) *Verbriefung.*

(a) Die Nachrangigen Schuldverschreibungen lauten auf den Inhaber.

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(b) *Sammelurkunde nach österreichischem Depotgesetz.* Die auf den Inhaber lautenden Nachrangigen Schuldverschreibungen werden zur Gänze durch eine [oder mehrere] **[Im Fall einer veränderbaren Sammelurkunde einfügen: veränderbare] [Im Fall einer nicht veränderbaren**

§ 2 CURRENCY, DENOMINATION, ISSUE DATE(S), FORM, CUSTODY

(1) *Currency – Denomination - Issue Date[s]*. This Series **[insert number of the Series and name], [insert Tranche]** of Subordinated Notes (the "Subordinated Notes") of Raiffeisen Bank International AG (the "Issuer") is being issued **[on insert Issue Date]** (the "Issue Date") **[from insert Initial Issue Date]** (the "Initial Issue Date") within an open issuance period ("Open Issuance Period") in **[insert Specified Currency]** (the "Specified Currency") in the aggregate principal amount of **[up to][aggregate principal amount]** (in words: **[aggregate principal amount in words]**) in the denomination of **[insert Specified Denomination]** (the "Specified Denomination").

[In the case of an issue where the Subordinated Notes are not kept in custody by SIX SIS AG, insert:

(2) *Form.*

(a) The Subordinated Notes are being issued in bearer form.

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(b) *Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz.* Subordinated Notes in bearer form will be represented in their entirety by [a] **[In case of a changeable Global Certificate insert: changeable] [In case of a non-changeable Global Certificate: non-changeable]** global certificate[s]

Sammelurkunde einfügen: nicht veränderbare] Sammelurkunde[n] (§ 24 lit. b DepG) vertreten, welche die firmenmäßige Zeichnung der Emittentin (Unterschrift zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin) [trägt][tragen] (die "Sammelurkunde[n]"). **[Im Fall einer veränderbaren Sammelurkunde einfügen:** Erhöht oder vermindert sich das ausgegebene Nominale der Nachrangigen Schuldverschreibungen, wird die Sammelurkunde entsprechend angepasst.] Einzelurkunden und Zinsscheine werden nicht ausgegeben.

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Dauerglobalurkunde nach deutschem Recht verbrieft sind, einfügen:

(b) *Dauerglobalurkunde nach deutschem Recht.* Die Nachrangigen Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

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

(b) Vorläufige Globalurkunde – Austausch – Dauerglobalurkunde nach deutschem Recht.

(i) Die Nachrangigen Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "Vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde", und zusammen mit der vorläufigen Globalurkunde, die "Globalurkunden" und jeweils 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 Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(ii) Die Vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Der Austauschtag für einen solchen Austausch soll nicht weniger als 40 Tage nach dem Tag der Ausgabe der Vorläufigen

(§ 24 lit b DepG) signed by the company signature of the Issuer (signature of two duly authorised signatories of the Issuer) (the "Global Certificate[s]"). **[In case of a changeable Global Certificate, insert:** If the issued principal amount of the Subordinated Notes shall be increased or decreased the Global Certificate will be adjusted accordingly.] Definitive notes and interest coupons will not be issued.

[In the case of Subordinated Notes which are represented by a Permanent Global Note governed by German law, insert:

(b) *Permanent Global Note governed by German law.* The Subordinated Notes are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.]

[In the case of Subordinated Notes which are initially represented by a Temporary Global Note governed by German law to be exchanged for a Permanent Global Note, insert:

(b) Temporary Global Note – Exchange – Permanent Global Note governed by German law.

(i) The Subordinated Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Subordinated Notes in the Specified Denomination 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 duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Temporary Global Note. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of

Globalurkunde liegen. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Nachrangigen Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Nachrangige Schuldverschreibungen über solche Finanzinstitute halten). Zinsenzahlungen auf durch eine Vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinsenzahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß Absatz (b) dieses § 2 Absatz (2) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(3) *Verwahrung – Clearing System.* Die Globalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Nachrangigen Schuldverschreibungen erfüllt sind.

[Im Fall, dass die Globalurkunde eine CGN ist, einfügen: Die Nachrangigen Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz im Tresor der Emittentin, einfügen:

(3) *Verwahrung - Tresor.* Die Sammelurkunde wird auf die Dauer der Laufzeit der Nachrangigen Schuldverschreibungen im Tresor der Emittentin hinterlegt. Den Inhabern der Nachrangigen Schuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu, die innerhalb der bankspezifischen Wertpapier- und Depotsysteme der Emittentin übertragen werden können.]

certifications to the effect that the beneficial owner or owners of the Subordinated Notes represented by the Temporary Global Note is not a U. S. person (other than certain financial institutions or certain persons holding Subordinated Notes through such financial institutions). Payment of interest on Subordinated 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 subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "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).]

[In the case of Subordinated Notes which are not represented by a Global Certificate governed by Austrian Depotgesetz, insert:

(3) *Custody – Clearing System.* The Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Subordinated Notes have been satisfied.

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

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody in the safe of the Issuer, insert:

(3) *Custody - Safe.* The Global Certificate is kept in custody in the safe of the Issuer for the period of the Subordinated Notes. The Holders of the Subordinated Notes are entitled to co-ownership interests in the Global Certificate which can be transferred within the bankspecific securities and depository systems of the Issuer.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz bei der OeKB CSD GmbH, einfügen:

(3) *Verwahrung* – OeKB CSD GmbH. Die Sammelurkunde wird auf die Dauer der Laufzeit der Nachrangigen Schuldverschreibungen bei der OeKB CSD GmbH ("OeKB") als Wertpapiersammelbank hinterlegt. Den Inhabern der Nachrangigen Schuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu[, die innerhalb Österreichs gemäß den Regelungen und Bestimmungen der OeKB übertragen werden können].]

[Im Fall einer Emission, bei der die Verwahrung der Nachrangigen Schuldverschreibungen bei der SIX SIS AG erfolgen soll, einfügen:

(2) Verbriefung:

Die Nachrangigen Schuldverschreibungen lauten auf den Inhaber.

(a) *Dauerglobalurkunde*. Die Nachrangigen Schuldverschreibungen und alle damit verbundenen Rechte sind durch eine Globalurkunde auf Dauer (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinskupons verbrieft. Die Dauerglobalurkunde trägt die Unterschriften [zweier] **[maßgebliche Anzahl einfügen]** ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinskupons werden, außer in den in (b) vorgesehen Fällen, nicht ausgegeben.

Die Dauerglobalurkunde wird durch die Schweizer Hauptzahlstelle bei der SIX SIS AG, Olten, Schweiz, oder einer anderen in der Schweiz von der SIX Swiss Exchange AG anerkannten Verwahrungsstelle ("SIX SIS AG" oder jede andere Verwahrungsstelle, die "Verwahrungsstelle") hinterlegt. Sobald die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist und den Effektenkonten eines oder mehrerer Teilnehmer der Verwahrungsstelle gutgeschrieben wurde, stellen die Nachrangigen Schuldverschreibungen Bucheffekten ("Bucheffekten") gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes dar. Die Unterlagen der Verwahrungsstelle bestimmen die Anzahl der Nachrangigen Schuldverschreibungen, welche durch jeden Teilnehmer der Verwahrungsstelle gehalten wird. In Bezug auf Nachrangige Schuldverschreibungen, welche in der Form Bucheffekten gehalten werden, sind diejenigen Personen die Gläubiger, welche die nachrangigen Schuldverschreibungen in einem Effektenkonto halten.

Jedem Gläubiger steht im Umfang seiner Forderungen gegen die Emittentin ein

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody by OeKB CSD GmbH insert:

(3) *Custody* – OeKB CSD GmbH. The Global Certificate is kept in custody by OeKB CSD GmbH ("OeKB") as central depository for securities (*Wertpapiersammelbank*) for the period of the Subordinated Notes. The Holders of the Subordinated Notes are entitled to co-ownership interests in the Global Certificate [which can be transferred inside Austria according to the rules and regulations of OeKB].]

[In the case of an issue where the Subordinated Notes are kept in custody by SIX SIS AG, insert:

(2) *Form*.

The Subordinated Notes are being issued in bearer form.

(a) *Permanent Global Note*. The Subordinated Notes and all rights in connection therewith are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be duly signed by [two] **[insert relevant number]** authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent (*Schweizer Hauptzahlstelle*). Definitive notes and interest coupons will not be issued other than in circumstances described in (b) below.

The Permanent Global Note shall be deposited by the Swiss Principal Paying Agent with SIX SIS AG, Olten, Switzerland or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd ("SIX SIS AG" or any such other intermediary, the "Intermediary"). Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Subordinated Notes will constitute intermediated securities (*Bucheffekten*) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). The records of the Intermediary will determine the number of Subordinated Notes held through each participant in that Intermediary. In respect of the Subordinated Notes held in the form of Intermediated Securities, the holders of the Subordinated Notes will be the persons holding the Subordinated Notes in a securities account.

Each Holder shall have a proportionate co-ownership interest in the Permanent Global Note to the extent of

sachenrechtlicher Miteigentumsanteil an der Dauerglobalurkunde zu, wobei, solange die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist, dieser Miteigentumsanteil suspendiert ist und über die Nachrangigen Schuldverschreibungen nur durch Gutschrift der zu übertragenden Nachrangigen Schuldverschreibungen in einem Effektenkonto des Empfängers gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes über die Übertragung von Bucheffekten verfügt werden kann

(b) *Einzelurkunden und Zinskupons.* Die Dauerglobalurkunde wird nicht nach Wahl der Gläubiger, sondern ausschließlich auf Verlangen der Schweizer Hauptzahlstelle vollständig und nicht teilweise gegen Einzelurkunden ausgetauscht, wenn die Schweizer Hauptzahlstelle einen solchen Austausch für notwendig oder nützlich hält oder wenn dies nach schweizerischem oder einem anderen Recht im Zusammenhang mit der gerichtlichen Geltendmachung von Rechten aus den Nachrangigen Schuldverschreibungen erforderlich wird. In einem solchen Fall werden die Einzelurkunden und Zinskupons die faksimilierten Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin tragen, von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen, und gemäß den Vorschriften der SIX SIS AG kostenfrei für die Gläubiger gedruckt. Nach Auslieferung der Einzelurkunden wird die Dauerglobalurkunde unverzüglich durch die Schweizer Hauptzahlstelle annulliert und die Einzelurkunden werden den Gläubigern gegen Annullierung der Nachrangigen Schuldverschreibungen in den Effektenkonti der Gläubiger ausgeliefert.

(3) *Verwahrung – Clearing System.* Die die Nachrangigen Schuldverschreibungen verbriefende Globalurkunde wird von dem oder im Namen des Clearing Systems verwahrt. "Clearing System" bedeutet im Sinne [dieses Paragraphen] [dieser Bedingungen] SIX SIS AG und jeden Funktionsnachfolger.]

§ 3 STATUS

(1) *Status [Nachrangige Schuldverschreibungen].* Die Nachrangigen Schuldverschreibungen sollen Tier 2 Instrumente (wie nachstehend definiert) darstellen und begründen direkte, unbesicherte und nachrangige Verbindlichkeiten der Emittentin.

In einem regulären Insolvenzverfahren (Konkursverfahren) oder einer Liquidation der Emittentin sind Ansprüche auf den Kapitalbetrag der Nachrangigen Schuldverschreibungen:

(a) nachrangig gegenüber allen gegenwärtigen oder

his claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Subordinated Notes may only be transferred or otherwise disposed of by the entry of the transferred Subordinated Notes in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act regarding the transfer of Intermediated Securities.

(b) *Definitive notes and Coupons.* The Permanent Global Note will not be exchangeable at the option of the Holders, but may be exchanged for definitive notes in whole but not in part solely at the option of the Swiss Principal Paying Agent should it deem such exchange to be necessary or useful or if the presentation of definitive notes is required by Swiss or foreign laws and regulations in connection with the enforcement of rights in respect of the Subordinated Notes. In such case, the definitive notes and coupons shall be signed in facsimile by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent and printed in accordance with the rules and regulations of SIX SIS AG at no cost to the Holders. Upon delivery of the definitive notes, the Permanent Global Note will immediately be cancelled by the Swiss Principal Paying Agent and the definitive notes shall be delivered to the Holders against cancellation of the Notes in the Holders' securities accounts.

(3) *Custody – Clearing System.* The Global Note representing the Subordinated Notes will be kept in custody by or on behalf of the Clearing System. "Clearing System" means for the purpose of [this paragraph] [these Conditions] SIX SIS AG and any successor in such capacity.]

§ 3 STATUS

(1) *Status [Subordinated Notes].* The Subordinated Notes shall qualify as Tier 2 Instruments (as defined below) and constitute direct, unsecured and subordinated obligations of the Issuer.

In the event of normal insolvency proceedings (bankruptcy proceedings) or liquidation of the Issuer, any claim on the principal amount under the Subordinated Notes will rank:

(a) junior to all present or future unsecured and

zukünftigen unbesicherten und nicht-nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin;

(b) gleichrangig: (i) untereinander; und (ii) mit allen anderen gegenwärtigen oder zukünftigen Tier 2 Instrumenten und anderen nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin (ausgenommen nachrangige Instrumente oder Verbindlichkeiten der Emittentin, die vorrangig oder nachrangig gegenüber den Nachrangigen Schuldverschreibungen sind oder diesen gegenüber als vorrangig oder nachrangig bezeichnet werden); und

(c) vorrangig gegenüber allen gegenwärtigen oder zukünftigen: (i) Instrumenten des zusätzlichen Kernkapitals (*Additional Tier 1*) gemäß Artikel 52 CRR der Emittentin; (ii) Stammaktien und anderen Instrumenten des harten Kernkapitals (*Common Equity Tier 1*) gemäß Artikel 28 CRR der Emittentin; und (iii) allen anderen nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin, die den Nachrangigen Schuldverschreibungen gegenüber nachrangig sind oder diesen gegenüber als nachrangig bezeichnet werden.

Wobei:

"**CRR**" bezeichnet die Verordnung (EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (*Capital Requirements Regulation – CRR*) in der jeweils geltenden oder ersetzten Fassung, und Bezugnahmen in diesen Emissionsbedingungen auf die maßgeblichen Artikel der CRR beinhalten Bezugnahmen auf jede anwendbare Bestimmung, die diese Artikel jeweils ändert oder ersetzt.

"**Tier 2 Instrumente**" bezeichnet alle (direkt oder indirekt begebenen) Kapitalinstrumente der Emittentin, die zu Instrumenten des Ergänzungskapitals (*Tier 2*) gemäß Artikel 63 CRR zählen, einschließlich aller Kapitalinstrumente, die aufgrund von CRR-Übergangsbestimmungen zu den Instrumenten des Ergänzungskapitals zählen.

(2) *Kein(e) Aufrechnung/Netting; Keine Sicherheiten/Garantien; Keine Verbesserung des Ranges.* Die Nachrangigen Schuldverschreibungen unterliegen keinen Aufrechnungs- oder Nettingvereinbarungen, die deren Verlustabsorptionsfähigkeit bei der Abwicklung beeinträchtigen würden.

Die Nachrangigen Schuldverschreibungen sind nicht besichert oder Gegenstand einer Garantie oder einer anderen Regelung, die den Ansprüchen der Forderungen aus den Nachrangigen Schuldverschreibungen einen höheren Rang verleiht.

unsubordinated instruments or obligations of the Issuer;

(b) *pari passu*: (i) among themselves; and (ii) with all other present or future Tier 2 Instruments and other subordinated instruments or obligations of the Issuer (other than subordinated instruments or obligations of the Issuer ranking or expressed to rank senior or junior to the Subordinated Notes); and

(c) senior to all present or future claims under: (i) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (ii) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; and (iii) all other subordinated instruments or obligations of the Issuer ranking or expressed to rank junior to the Subordinated Notes.

Where:

"**CRR**" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (*Capital Requirements Regulation*), as amended or replaced from time to time, and any references in these Conditions to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time.

"**Tier 2 Instruments**" means any (directly or indirectly issued) capital instruments of the Issuer that qualify as Tier 2 instruments pursuant to Article 63 CRR, including any capital instruments that qualify as Tier 2 instruments pursuant to transitional provisions under the CRR.

(2) *No Set-off/Netting; No Security/Guarantee; No Enhancement of Seniority.* The Subordinated Notes are not subject to any set off or netting arrangements that would undermine their capacity to absorb losses in resolution.

The Subordinated Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Subordinated Notes.

**§ 4
ZINSEN**

[Im Fall von Nachrangigen Festzins-Schuldverschreibungen einfügen:

(1) Zinssatz, Zinsenlaufperiode[n].

(a) Die Nachrangigen Schuldverschreibungen werden ab dem **[Datum einfügen]** ("der Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [letzten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] Zinsenzahlungstag][Rückzahlungstag]** (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag]** (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag]** (jeweils ausschließlich)].

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) Der Zinssatz beträgt [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen].

(2) **Kupontermin[e], Zinsenzahlungstag[e]**. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist am **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

Zinsen auf die Nachrangigen Schuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin

**§ 4
INTEREST**

[In case of Subordinated Fixed Rate Notes insert:

(1) Rate of Interest, Interest Period[s].

(a) The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: [last] Coupon Date] [in case of an adjustment of Interest Period insert: Maturity Date (as defined in § 6(1)).]**

[An][The] "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] Coupon Date] [in case of an adjustment of Interest Period insert: [first] Interest Payment Date][Maturity Date]** [and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].]**

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]**.

(2) **Coupon Date[s], Interest Payment Date[s]**. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

Interest on the Subordinated Notes shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated

zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [●] [Letzter Kupontermin ist: [●].]

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Nachrangigen Step-Up/Step-Down Stufenzins-Schuldverschreibungen mit festen Zinssätzen einfügen:

(1) *Zinssatz, Zinsenlaufperioden.* Die Nachrangigen Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) verzinst und zwar,

- während der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der **[Datum einfügen]**] [letzter diesbezüglicher Zinsenzahlungstag ist im **[Monat/Jahr einfügen]**], mit einem Zinssatz von **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]** [[und][,]

- **[Bestimmungen für weitere Zinsenlaufperioden einfügen:**

[●]]

- während der **[letzten]** **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der **[Datum einfügen]**] [letzter diesbezüglicher Zinsenzahlungstag im **[Monat/Jahr einfügen]**], mit einem Zinssatz von **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]**.

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** ersten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** ersten Zinsenzahlungstag] (ausschließlich) und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Zinsenzahlungstag] (einschließlich) bis

Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Periods insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [●] [last Coupon Date is: [●].]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Subordinated Step-Up/Step-Down Fixed Rate Notes insert:

(1) *Rate of Interest, Interest Periods.* The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- the first **[insert number if necessary]** Interest Period[s], [last Coupon Date in this regard is **[insert Date]**] [last Interest Payment Date in this regard is in **[insert month/year]**], with an interest rate of **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]** [[and][,].

- **[insert provisions for further Interest Periods:**

[●]]

- the **[last]** **[insert number if necessary]** Interest Period[s], [last Coupon Date in this regard is **[insert Date]**] [last Interest Payment Date in this regard is in **[insert month/year]**], with an interest rate of **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]**.

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert:** first Coupon Date] **[in case of an adjustment of Interest Period insert:** first Interest Payment Date] and thereafter from (and including) each **[in case of no adjustment of Interest Period insert:** Coupon Date] **[in case of an adjustment of Interest Period insert:** Interest Payment Date] to (but each excluding) **[in case of no adjustment of Interest**

zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen]**: nächstfolgenden bzw. letzten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen]**: nächstfolgenden Zinszahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinszahlungstage.* Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.

Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.

Die Zahlung der Zinsen erfolgt am jeweiligen Zinszahlungstag.

"Zinszahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: **[ersten Kupontermin einfügen]**][Letzter Kupontermin ist: **[letzten Kupontermin einfügen]**.]

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Nachrangigen Fest-zu-Fest verzinslichen Schuldverschreibungen einfügen]:

(1) *Zinssatz, Zinsenlaufperioden.* Die Nachrangigen Schuldverschreibungen werden im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während

- (a) der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], das ist vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen]**: [ersten] [andere Zahl einfügen] Kupontermin], [das ist der **[Datum einfügen]**], **[im Fall einer Anpassung der**

Period insert: the next following Coupon Date or last Coupon Date] **[in case of an adjustment of Interest Period insert**: next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date an "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

The payment of interest shall be made on the relevant Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period, insert]: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** [last Coupon Date is: **[insert last Coupon Date]**.]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Subordinated Fixed-to-Fixed Rate Notes insert]:

(1) *Rate of Interest, Interest Periods.* The Subordinated Notes shall bear interest in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- (a) the first **[insert number if necessary]** Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert**: [first] [insert another number] Coupon Date] [i.e. **[insert date]**], **[in case of an adjustment of Interest Period insert**: [first] [insert another

Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] **einfügen**] (ausschließlich), [jährlich] [halbjährlich] [vierteljährlich] mit einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen] verzinst (der "Ursprungszinssatz").

- [[(b)][Ab der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] **einfügen**] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [●] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [●] Zinsenzahlungstag] (ausschließlich) [am] [im] [[Datum] [Monat][Jahr] **einfügen**], werden die Nachrangigen Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.]
- [(b)][([●])][Danach] [A][a]b der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] **einfügen**] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag] (ausschließlich) [am] [im] [[Datum][Monat][Jahr] **einfügen**], werden die Nachrangigen Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap

number] Interest Payment Date] [on] [in] [**insert [date][month][year]**] [annually] [semi-annually] [quarterly] with an interest rate of [**insert Rate of Interest**] per cent [per annum] [**insert other period**] (the "Initial Interest Rate").

- [[(b)][From the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [**insert [date][month][year]**] (the "[●] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: [●] Coupon Date] [in case of an adjustment of Interest Period insert: [●] Interest Payment Date] [on][in] [**insert [date][month][year]**] the Subordinated Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [**insert Rate of Interest**] per cent [per annum] [**insert other period**] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]
- [(b)][([●])][Thereafter] [F][f]rom the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [**insert [date][month][year]**] (the "[●] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: last Coupon Date] [in case of an adjustment of Interest Period insert: Maturity Date] [on][in] [**insert [date][month][year]**] the Subordinated Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [**insert Rate of Interest**] per cent [per annum] [**insert other period**] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate

Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:]

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] **[weitere einfügen]** festgelegt.]

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: ersten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: ersten Zinsenzahlungstag (ausschließlich) und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).**

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinsenzahlungstage.* Die Zinsen sind gemäß (a) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß (b) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß [(●)] [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar.

Kupontermine sind für die Zinsenlaufperioden gemäß (a) jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres, für die Zinsenlaufperioden gemäß (b) jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres] [und für die Zinsenlaufperioden gemäß [(●)] jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres], (jeweils ein "Kupontermin") und

will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.))

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:]

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.))

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **[insert further].]**

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: first Coupon Date] [in case of an adjustment of Interest Period insert: first Interest Payment Date]** and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].**

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [,][and] pursuant to [(●)] [annually] [semi-annually] [quarterly] in arrear.

Coupon Dates are for the Interest Periods pursuant to (a) **[insert Coupon Date[s]]** in each year [for the Interest Periods pursuant to (b) **[insert Coupon Date[s]]** in each year] [and for the Interest Periods pursuant to [(●)] **[insert Coupon Date[s]]** in each year] (each such date a "Coupon Date") and always remain unadjusted.

bleiben immer unangepasst.

Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.

Zinsen auf die Nachrangigen Schuldverschreibungen sind an jedem Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]: Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: **[erster Kupontermin einfügen]** ["Erster Kupontermin"]]] [Letzter Kupontermin ist: **[letzter Kupontermin einfügen]** ["Letzter Kupontermin"]]].]

"Zinsenanpassung-Bestimmungstag" ist der [zweite][**Anzahl Tage einfügen**] Geschäftstag vor dem [jeweiligen] Zinsenanpassungstag. Geschäftstag im Sinne dieses Absatzes bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] **[falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][**falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren einfügen]** Zahlungen abwickeln].

[(3)] **[Im Fall, dass ein Mindestzinssatz gilt, einfügen:** Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [•]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Mindestzinssatz einfügen]** (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [•]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Höchstzinssatz einfügen]** (Cap).]

[(3)][(4)] Berechnung der Zinsen für Teile von Zeiträumen. Sofern Zinsen für einen Zeitraum von

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

Interest on the Subordinated Notes shall be payable on each Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** ["First Coupon Date"]]] [last Coupon Date is: **[insert last Coupon Date]** ["Last Coupon Date"]]].]

"Interest Adjustment Determination Date" means the [second][**insert number of days**] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] **[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres]**].

[(3)] **[In case a minimum rate of interest applies insert: Minimum Rate of Interest:** If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert minimum rate of interest]** (Floor).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert maximum rate of interest]** (Cap).]

[(3)][(4)] Calculation of Interest for Partial Periods. If interest is required to be calculated for a period of less

weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

[(4)][(5)] *Mitteilung von Zinssatz.*

Die Berechnungsstelle wird veranlassen, dass [der] [jeder] Zinsanpassungszinssatz (i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der jeweiligen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** und (ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

Hinweis an die Gläubiger: Die für die Bestimmung [des Zinsanpassungssatzes] [der Zinsanpassungssätze] verwendete Marge entspricht der auf den [n-Jahres/Monats]Swap Satz [anderer Referenzsatz] im Zeitpunkt der Preisfestsetzung aufgeschlagenen Marge, die im Ursprungszinssatz enthalten ist.]

[Im Fall von Nachrangigen Variabel verzinslichen Schuldverschreibungen einfügen:

(1) Zinsenlaufperiode[n], Kupontermin[e], Zinsenzahlungstag[e].

(a) Die Nachrangigen Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [letzten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] [jeweils**

than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(4)][(5)] *Notification of Rate of Interest.*

The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] **[insert other time]**, and (ii) to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the[n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[In case of Subordinated Floating Rate Notes insert:

(1) Interest Period[s], Coupon Date[s], Interest Payment Date[s].

(a) The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: [last] Coupon Date] [in case of an adjustment of Interest Period insert: Maturity Date (as defined in § 6(1)).**

[An][The] "Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] Coupon Date] [in case of an adjustment of Interest Period insert: [first] Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date] to (but each excluding) [in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: the next following Interest Payment Date or the Maturity Date].]**

ausschließlich).]

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) *Kupontermin[e]*. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am [Kupontermin(e) einfügen] [eines jeden Jahres] (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist der [Kupontermin einfügen] (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der [ersten Kupontermin einfügen]. Der letzte Kupontermin ist der [letzten Kupontermin einfügen].]

(c) *Zinsenzahlungstag[e]*. Zinsen auf die Nachrangigen Schuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[*Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen:* [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [ersten Kupontermin einfügen] [(der "Erste Kupontermin")]] [Letzter Kupontermin ist: [letzten Kupontermin einfügen] [(der "Letzte Kupontermin")]].]

[*Auswahlmöglichkeiten für verschiedene Referenzwerte für die Verzinsung:*

[*Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll einfügen:*

(2) *Zinssatz*. Der Zinssatz (der "Zinssatz") für [die][jede] Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] [*im Fall der Multiplikation mit einem Faktor, einfügen:*, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] [*im Falle einer Marge, einfügen:* [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] [anderen Zeitraum einfügen].

The Interest Period[s] will be [un]adjusted.

(b) *Coupon Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on [insert Coupon Date(s)] [in each year] (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on [insert Coupon Date] (the "Coupon Date") and it remains unadjusted.]

[The first Coupon Date shall be on [insert first Coupon Date]. The last Coupon Date shall be on [insert last Coupon Date].]

(c) *Interest Payment Date[s]*. Interest on the Subordinated Notes shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[*In the case of [short] [long] Interest Period insert:* [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [insert first Coupon Date] [("First Coupon Date")]] [last Coupon Date is: [insert last Coupon Date] [("Last Coupon Date")]].]

[*Options for various Reference Rates regarding the rate of interest:*

[*In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:*

(2) *Rate of Interest*. The rate of interest (the "Rate of Interest") for [the][each] Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] [*in case of multiplication with a factor, insert:*, multiplied by the [positive][negative] Factor [and subsequently]] [*in case of a Margin insert:* [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] [insert other time period].

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [•] Interest Period] as [+][-] **[insert number]** **[insert further].**]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **insert further**.]

[In case the rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(2) Rate of Interest. The rate of interest (the "Rate of Interest") for each Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] {}[Max][Min] [(][[●]-year(s) [insert
relevant currency] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert **relevant currency**] CMS
 [* Factor]] [+] [-] [Margin][)]]; [([[●]-year(s) [insert
relevant currency] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert **relevant currency**] CMS
 [* Factor]] [+] [-] [Margin][)]]); [([[●]-year(s)
 [insert **relevant currency**] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert **relevant currency**] CMS
 [* Factor]] [+] [-] [Margin] D) } }

[* Faktor]] [+][-][Marge] []] }

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Im Fall, dass der Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(2) *Zinssatz*. Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$\text{Ian}(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] ((\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1)) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \}] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

[In case the rate of interest is determined on the basis of HICP, insert:

(2) *Rate of Interest*. The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate in per cent *per annum* ("Ian(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$\text{Ian}(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] ((\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1)) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value} \}] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)].

"HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)].

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor any more but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, at its reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:

[(3)] **[Im Fall, dass ein Mindestzinssatz gilt, einfügen:** Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [•]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Mindestzinssatz einfügen] (Floor).**]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [•]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Höchstzinssatz einfügen] (Cap).**]

[(3)][(4)][(5)] **Zinsbetrag.** Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Nachrangigen Schuldverschreibungen zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsenlaufperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinsentscheidungsquotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Nachrangigen Schuldverschreibungen][die festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:

[(3)] **[In case a minimum rate of interest applies insert:** Minimum Rate of Interest: If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert minimum rate of interest] (Floor).**]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [•]] [any] Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert maximum rate of interest] (Cap).**]

[(3)][(4)][(5)] **Interest Amount.** The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Subordinated Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Subordinated Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] Mitteilung von Zinssatz und Zinsbetrag.

[(●)] Notification of Rate of Interest and Interest Amount.

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

[In case of interest determination in advance, insert:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag] für die jeweilige Zinsenlaufperiode, [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

The Calculation Agent will cause the Rate of Interest[, each Interest Amount] for each Interest Period, [and] each Interest Period [and the relevant Interest Payment Date]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der jeweiligen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] [insert other time], and

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]] [anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]] [insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Each Interest Amount and each][Each] Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Subordinated Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Zinslaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag für die jeweilige Zinslaufperiode,] [und] die jeweilige Zinslaufperiode [und der betreffende Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Zinslaufperiode] [[zweiten] [●] Geschäftstag vor dem [Kupontermin] [Zinszahlungstag] der [jeweiligen] Zinslaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die

[In the case of Subordinated Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Subordinated Notes are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount for each Interest Period,] [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the [relevant] Interest Period] [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period] [insert other time], and

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the

Nachrangigen Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Fest zu [Fest zu] Variabel verzinslichen Nachrangigen Schuldverschreibungen einfügen:

(1) *Feste Verzinsung.*

(a) *Zinssatz, Festzinsenlaufperiode[n], Zinswechseltag.* Die Nachrangigen Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem **[Datum einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festkupontermin] [, das ist der [Datum einfügen]] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festzinsenzahlungstag] (ausschließlich) verzinst (der "Festzinssatz-Zeitraum")**.

[Eine][Die] "Festzinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festkupontermin] [[bzw.] [Zinswechseltag]] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festzinsenzahlungstag][bzw.] [Zinswechseltag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Festzinsenzahlungstag] (einschließlich) bis**

Subordinated Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[In the case of Subordinated Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[In case of Subordinated Notes with Fixed to [Fixed to] Floating interest rates, insert:

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day.* The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] [●] [last] Fixed Coupon Date] [, i.e. [insert date]] [in case of an adjustment of Fixed Interest Period insert: [first] [●] [last] Fixed Interest Payment Date] (the "Fixed Interest Rate Period")**.

[A][The] "Fixed Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [Fixed Coupon Date] [or] [Interest Exchange Day]] [in case of an adjustment of Fixed Interest Period insert: [first] [Fixed Interest Payment Date] [[or] [Interest Exchange Day]] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of**

zum **[im Fall keiner Anpassung der Zinslaufperioden einfügen]**: nächstfolgenden Festkupontermin bzw. Zinswechseltag] **[im Fall einer Anpassung der Festzinslaufperioden einfügen]**: nächstfolgenden Festzinszahlungstag bzw. Zinswechseltag] (jeweils ausschließlich).

"Zinswechseltag" bezeichnet den **[letzten Festkupontermin]**, das ist der **[Festkupontermin einfügen]** [auf den **[letzten]** Festkupontermin, das ist der **[letzten Festkupontermin einfügen]**, bezügliche Festzinszahlungstag].

Die Festzinslaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen]: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]** (der "Festzinssatz").]

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen]: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinslaufperiode [vom Verzinsungsbeginn bis zum [ersten] [Festkupontermin][Festzinszahlungstag] **[Zinssatz einfügen]** % [p.a.] [,][und] [für die [n-te] Festzinslaufperiode vom **[maßgeblichen Festkupontermin/ Festzinszahlungstag einfügen]** bis zum **[maßgeblichen Festkupontermin/ Festzinszahlungstag einfügen]** **[Zinssatz einfügen]** % [p.a.]] [,][und] **[anderen/weiteren Zeitraum einfügen]** [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze")].]

(b) **Festkupontermin[e]**, **Festzinszahlungstag[e]**. Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am **[Festkupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der **[Festkupontermin einfügen]** (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupontermin ist der **[letzten Festkupontermin einfügen]**.]

Festzinsen auf die Nachrangigen Schuldverschreibungen sind [an jedem][am] Festzinszahlungstag zahlbar.

"Festzinszahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund

Fixed Interest Period insert: the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] **[in case of an adjustment of Fixed Interest Period insert]**: next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be].

"Interest Exchange Day" means **[the [last] Fixed Coupon Date,]** i.e. **[insert date]**] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [i.e. **[insert [last] Fixed Coupon Date]**].

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert]: The rate of interest for the Fixed Interest Rate Period is **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]** (the "Fixed Interest Rate").]

[In case of several interest rates during the Fixed Interest Rate Period, insert]: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] **[insert Rate of Interest]** per cent [*per annum*] [,][and] [for the [n-th] Fixed Interest Period from the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** to the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** **[insert Rate of Interest]** per cent [*per annum*] [,][and] **[insert further/other period]** (the relevant "Fixed Interest Rate[s]").]

(b) **Fixed Coupon Date[s]**, **Fixed Interest Payment Date[s]**. Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on **[insert Fixed Coupon Date(s)]** [in each year] (each such date a "Fixed Coupon Date") and remain always unadjusted.] [Fixed Coupon Date is on **[insert Fixed Coupon Date]** (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

Fixed interest on the Subordinated Notes shall be payable on [each][the] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment

der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen: [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: **[ersten Festkupontermin einfügen]**][Letzter Festkupontermin ist: **[letzten Festkupontermin einfügen]**]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen.* Sofern der Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(2) *Variable Verzinsung.*

(a) Zinssatz, Variable Zinsenlaufperiode[n], Variable[r] Zinsenzahlungstag[e]. Die Nachrangigen Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem Zinsenwechsellag (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Rückzahlungstag (wie in § 6 Absatz (1) definiert)] (ausschließlich) verzinnt.

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei [jeweils] vom Zinsenwechsellag (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)].

Die Variable[n] Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

(b) Variable[r] Kupontermin[e]. Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der **[Datum einfügen]** [eines jeden Jahres]

provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Fixed Interest Period insert: [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: **[insert first Fixed Coupon Date]** [last Fixed Coupon Date is: **[insert last Fixed Coupon Date]**]

(c) *Calculation of Fixed Interest for Partial Periods.* If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(2) *Floating Interest.*

(a) Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s]. The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [last] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Maturity Date (as defined in § 6(1)).

[A][The] "Floating Interest Period" is [respectively] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [first] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each **[in case of no adjustment of Floating Interest Period insert:** Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Floating Interest Payment Date] to (but each excluding) **[in case of no adjustment of Floating Interest Period insert:** the next following Floating Coupon Date or last Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Date[s].* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on **[insert floating coupon dates]** [in each year] (each

(jeweils ein "Variabler Kupontermin") und bleiben immer unangepasst.]

["Variabler Kupontermin" ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst.]

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen]**.]

(c) *Variable[r] Zinsenzahlungstag[e]*.

Variable Zinsen auf die Nachrangigen Schuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar.

Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist, aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen]: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: **[ersten Variablen Kupontermin einfügen]** [(der "Erste Kupontermin")]] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Kupontermin")]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenzzinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:]**, multipliziert mit dem [positiven] [negativen] Faktor [und danach] **[im Falle einer Marge, einfügen:]** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum][**[anderen Zeitraum einfügen]**].

such date a "Floating Coupon Date") and always remain unadjusted.]

["Floating Coupon Date" is the **[insert floating coupon date]** and it always remains unadjusted.]

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating Coupon Date shall be on **[insert last Floating Coupon Date]**.]

(c) *Floating Interest Payment Date[s]*.

Interest on the Subordinated Notes shall be payable on [each][the] Floating Interest Payment Date.

Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert:] [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **[insert first Floating Coupon Date]** [(("First Coupon Date"))]] [last Floating Coupon Date is: **[insert last Floating Coupon Date]** [(("Last Coupon Date"))]].]

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:]**, multiplied by the [positive][negative] Factor [and subsequently] **[in case of a Margin insert:]** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+] [-] [Zahl einfügen] [weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Falls der variable Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:

(d) *Variable Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

[Min][Max] [{}][Max][Min] [(I) [(I) [●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]]); [(I) [(I) [●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]]); [(I) [(I) [●]-Jahres

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+] [-] [insert number] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{}][Max][Min] [(I) [(I) [●]-year(s) [insert relevant currency] CMS [* Faktor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]] [+] [-] [Margin]]); [(I) [(I) [●]-year(s) [insert relevant currency] CMS [* Faktor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]] [+] [-] [Margin]]); [(I) [(I) [●]-year(s)

[maßgebliche Währung einfügen] CMS [* Faktor]]
 [-] [+] [[●]-Jahres [maßgebliche Währung einfügen]
 CMS [* Faktor]] [+] [-][Marge] []] }

[insert relevant currency] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert relevant currency] CMS
 [* Factor]] [+] [-][Margin] []] }

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [insert further].]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

[In case the floating rate of interest is determined on the basis of HICP, insert:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die [jeweilige] Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("I_{an}(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [each][the] Floating Interest Period shall be expressed as a rate in per cent *per annum* ("I_{an}(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [* 100] [* \text{Faktor}] [+] [-] [\text{Zuschlag}]$$

$$I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HICP(t) - HICP(t-1)) / HICP(t-1) [* 100] [* \text{Faktor}] [+] [-] [\text{Surcharge}]$$

[Abschlag] [; Wert }] [+][-] [Marge]

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest,

[Reduction] [;Value }] [+][-] [Margin]

"HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)].

"HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the

welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor [] eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[(3)] [Im Fall, dass ein Mindestzinssatz gilt, einfügen:] Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Mindestzinssatz einfügen]** (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen:] Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Höchstzinssatz einfügen]** (Cap).]

[(3)][(4)][(5)] Zinsbetrag. Die Berechnungsstelle wird zu oder baldmöglichst nach [dem][jedem] Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Nachrangigen Schuldverschreibungen zahlbaren Zinsbetrag (der "Zinsbetrag") für die

following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index [] or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:]

[(3)] [In case a minimum rate of interest applies insert:] Minimum Rate of Interest: If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert minimum rate of interest]** (Floor).]

[In case a maximum rate of interest applies insert:] Maximum Rate of Interest. If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert maximum rate of interest]** (Cap).]

[(3)][(4)][(5)] Interest Amount. The Calculation Agent will, on or as soon as practicable after [the][each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Subordinated Notes for the

entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Variable Zinssatz und der Zinsentagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Nachrangigen Schuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(•)] Mitteilung von Variablem Zinssatz und Zinsbetrag.

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin[, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [•] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der [jeweiligen] Variablen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(i) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable

relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Subordinated Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(•)] Notification of Floating Rate of Interest and Interest Amount.

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [•] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] [insert other time], and

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(i) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements

Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinsenzahlungstag]] der [jeweiligen] Variablen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Subordinated Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Subordinated Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Subordinated Notes are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than on the [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period] [insert other time], and

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Variabel zu Fest verzinslichen Nachrangigen Schuldverschreibungen einfügen:

(1) Variable Verzinsung.

(a) *Variable Zinssatz, Variable Zinsenlaufperiode*[n], *Zinsenwechsellag*. Die Nachrangigen Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen]**: [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen]**: [letzten] Variablen Zinsenzahlungstag]) (ausschließlich) verzinst.

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Subordinated Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[In case of Subordinated Notes with Floating to Fixed interest rates, insert:

(1) Floating Interest.

(a) *Floating Rate of Interest, Floating Interest Period*[s], *Interest Exchange Day*. The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Floating Interest Period insert: [last] Floating Coupon Date]** **[in case of an adjustment of Floating Interest Period insert: [last] Floating Interest Payment Date]**.

[A][The] "Floating Interest Period" is [respectively]

[jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: [ersten] Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: [ersten] Variablen Zinsenzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: Variablen Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: nächstfolgenden Variablen Kupontermin bzw. den Zinsenwechseltag] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: nächstfolgenden Variablen Zinsenzahlungstag bzw. den Zinsenwechseltag] (jeweils ausschließlich)].**

"Zinsenwechseltag" bezeichnet den **[letzten Variablen Kupontermin einfügen] [auf den Variablen Kupontermin [letzten Variablen Kupontermin einfügen] bezüglichen Variablen Zinsenzahlungstag].**

Die Variable[n] Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

(b) *Variable Kupontermin.* Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der **[Datum einfügen]** [eines jeden Jahres] (jeweils ein "Variable Kupontermin") und bleiben immer unangepasst.] ["Variable Kupontermin" ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen]**.]

(c) *Variable[r] Zinsenzahlungstag[e].*

Variable Zinsen auf die Nachrangigen Schuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar. Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: [ersten Variablen Kupontermin einfügen] [(der "Erste Variable

from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Floating Interest Period insert: [first] Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: [first] Floating Interest Payment Date] [and thereafter from (and including) each [in case of no adjustment of Floating Interest Period insert: Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: Floating Interest Payment Date] to (but each excluding) [in case of no adjustment of Floating Interest Period insert: the next following Floating Coupon Date or the Interest Exchange Day] [in case of an adjustment of Floating Interest Period insert: the next following Floating Interest Payment Date or the Interest Exchange Day].**

"Interest Exchange Day" means **[insert last Floating Coupon Date] [the Floating Interest Payment Date relating to the Floating Coupon Date [insert last Floating Coupon Date]].**

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Dates.* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on **[insert floating coupon dates]** [in each year] (each such date a "Floating Coupon Date") and always remain unadjusted.] ["Floating Coupon Date" is the **[insert floating coupon date]** and it always remains unadjusted.]

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating Coupon Date shall be on **[insert last Floating Coupon Date]**.]

(c) *Floating Interest Payment Date[s].*

Interest on the Subordinated Notes shall be payable on [each][the] Floating Interest Payment Date. Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: [insert first Floating Coupon Date] [("First Floating Coupon Date")]] [last Floating

Kupontermin"))] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Variable Kupontermin"))].]

Coupon Date is: **[insert last Floating Coupon Date]** [("Last Floating Coupon Date"))].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Options for various Reference Rates regarding the floating rate of interest:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**.

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] **[insert other time period]**.

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [•] Zinsenlaufperiode] mit

["Factor" means a positive or negative number and has been determined [for the [first] [•] Interest Period] as

[+][-] [Zahl einfügen] [weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Falls der variable Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:

(d) *Variable Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird in Prozent per annum ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

[Min][Max] [{}][Max][Min] [(][([([●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]]; [(] [(●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][)]]; [(] [(●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge] [])] }

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

[+][-] [insert number] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

[In case the floating rate of interest is determined on the basis of a Reference CMS-Rate, the following applies:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{}][Max][Min] [(][([([●]-year(s) [insert relevant currency] CMS [* Faktor]] [-] [+] [(●]-year(s) [insert relevant currency] CMS [* Faktor]] [+] [-] [Margin][)]]; [(] [(●)-year(s) [insert relevant currency] CMS [* Faktor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]] [+] [-] [Margin][)]]; [(] [(●)-year(s) [insert relevant currency] CMS [* Faktor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]] [+] [-] [Margin] [])] }

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.))]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:]

(d) *Variable Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$\text{Ian}(t) = [\text{Min}\{ \}] [\text{Max}\{ \}] (\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \}] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [**Bezugszeitraum (t) einfügen**] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [**Bezugszeitraum (t-1) einfügen**] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [**insert further**].]

[In case the floating rate of interest is determined on the basis of HICP, insert:]

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period shall be expressed as a rate in per cent *per annum* ("Ian(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$\text{Ian}(t) = [\text{Min}\{ \}] [\text{Max}\{ \}] (\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value} \}] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the [**insert reference period(t)**].

"HICP(t-1)" means the level of the HICP that is published by reference to the [**insert reference period(t-1)**].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[Im Fall, dass ein Mindestzinssatz gilt, einfügen: *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als [**Mindestzinssatz einfügen**], so ist der Zinssatz für diese Variable Zinsenlaufperiode [**Mindestzinssatz einfügen**] % p.a. (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als [**Höchstzinssatz einfügen**], so ist der Zinssatz für diese Variable Zinsenlaufperiode [**Höchstzinssatz einfügen**] % p.a. (*Cap*).]

[(e)] *Variabler Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Nachrangigen Schuldverschreibungen zahlbaren Variablen Zinsbetrag (der "Variable Zinsbetrag") für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Variable Zinsbetrag wird ermittelt, indem der Variable Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf [den Gesamtnennbetrag der Nachrangigen Schuldverschreibungen] [die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(f)] *Mitteilung von Variablem Zinssatz und Variablem Zinsbetrag.*

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode [ersten Tag der [jeweiligen] Variablen Zinsenlaufperiode] [**anderen Zeitpunkt einfügen**] mitgeteilt werden und

[Continuation of general terms and conditions for floating interest:]

[In case minimum rate of interest applies insert: *Minimum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than [**insert minimum rate of interest**], the Floating Rate of Interest for such Floating Interest Period shall be [**insert minimum rate of interest**] per cent *per annum* (*Floor*).]

[In case maximum rate of interest applies insert: *Maximum Rate of Interest.* If the Floating Rate of Interest in respect of any [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than [**insert maximum rate of interest**], the Floating Rate of Interest for such Floating Interest Period shall be [**insert maximum rate of interest**] per cent *per annum* (*Cap*).]

[(e)] *Floating Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Floating Interest Amount") payable on the Subordinated Notes for the relevant Floating Interest Period. The relevant Floating Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to the [aggregate principal amount of the Subordinated Notes] [Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(f)] *Notification of Floating Rate of Interest and Floating Interest Amount.*

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] [**insert other time**], and

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Nachrangigen Schuldverschreibungen zu diesem

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Subordinated Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Subordinated Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Subordinated Notes are then listed], [any Paying Agent] and to the Holders in

Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinslaufperiode,] [und] die jeweilige Variable Zinslaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Nachrangigen Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinslaufperiode] [zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinszahlungstag] der [jeweiligen] Variablen Zinslaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Nachrangigen Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Nachrangigen

accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Subordinated Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period] **[insert other time]**, and

[In the case of Subordinated Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Subordinated Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Subordinated Notes

Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

(2) Feste Verzinsung

(a) *Zinssatz, Festzinsenlaufperiode[n]*. Die Nachrangigen Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem Zinsenwechsellag (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [letzten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Rückzahlungstag wie in § 6(1) definiert] (ausschließlich)]** verzinnt (der "Festzinssatz-Zeitraum").

[Eine][Die] "Festzinsenlaufperiode" läuft dabei [jeweils] vom Zinsenwechsellag (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festzinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Festzinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: letzten Festzinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)]**.

Die Festzinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] (der "Festzinssatz").]**

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz] [Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Zinsenwechsellag bis zum [ersten] [Festkupontermin][Festzinsenzahlungstag] [Rückzahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinsenzahlungstag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinsenzahlungstag einfügen] [Rückzahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen****

are listed will be made to the extent provided for by such rules.]

(2) Fixed Interest

(a) *Rate of Interest, Fixed Interest Period[s]*. The Subordinated Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [last] Fixed Coupon date] [in case of an adjustment of Fixed Interest Period insert: Maturity Date (as defined in § 6(1)) (the "Fixed Interest Rate Period")]**.

[A][The] "Fixed Interest Period" is respectively from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: [first] Fixed Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or last Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: last Fixed Interest Payment Date or Maturity Date]]**.

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is **[insert Rate of Interest] per cent [per annum] [insert other period] (the "Fixed Interest Rate").]**

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Exchange Day to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [Maturity Date] **[insert Rate of Interest] per cent [per annum] [,][and] [for the [n-th] Fixed Interest Period from the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] to the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] [Maturity Date] **[insert Rate of Interest] per cent [per annum]] [,][and] [insert further/other period] (the****

"Festzinssätze").]

(b) *Festkupontermin[e], Festzinsenzahlungstag[e]*. Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am **[Festkupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der **[Festkupontermin einfügen]** (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupontermin ist der **[letzten Festkupontermin einfügen]**.]

Festzinsen auf die Nachrangigen Schuldverschreibungen sind [am] [an] jedem Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen:] [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: **[ersten Festkupontermin einfügen]**] [Letzter Festkupontermin ist: **[letzten Festkupontermin einfügen]**.]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen*. Sofern Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]

[Im Fall von Nachrangigen Nullkupon Schuldverschreibungen einfügen:]

(1) *Keine periodischen Zinsenzahlungen*. Es erfolgen keine periodischen Zinsenzahlungen auf die Nachrangigen Schuldverschreibungen. Die Emissionsrendite[n] [beträgt][betragen] **[Emissionsrendite einfügen]**

[Im Falle von unterschiedlichen Emissionsrenditen für einzelne Zinsenlaufperioden, relevante Bestimmungen (einschließlich Ersatzregelungen) hier einfügen]]

[Fortsetzung allgemeine Bestimmungen für Verzinsung:]

[((•)) Zinsenlauf und Verzugszinsen. Falls die Emittentin die Nachrangigen Schuldverschreibungen

relevant "Fixed Interest Rate[s]").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s]*. Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on **[insert Fixed Coupon Date(s)]** [in each year] (each such date a "Fixed Coupon Date") and always remain unadjusted.] [Fixed Coupon Date is on **[insert Fixed Coupon Date]** (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

Fixed interest shall be payable on [the] [each] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on the Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Fixed Interest Period insert:] [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: **[insert first Fixed Coupon Date]**] [last Fixed Coupon Date is: **[insert last Fixed Coupon Date]**.]

(c) *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Subordinated Zero Coupon Notes, insert:]

(1) *No Periodic Payments of Interest*. There will not be any periodic payments of interest on the Subordinated Notes. The Amortisation Yield[s] [is][are] **[insert Amortisation Yield]**

[In the case of different Amortisation Yields for individual Interest Periods, set forth applicable provisions (including fallback provisions) herein]]

[Continuation of general terms and conditions for interest:]

[((•)) Accrual of Interest and Default Interest. If the Issuer shall fail to redeem the Subordinated Notes

bei Fälligkeit nicht einlöst, sind die Nachrangigen Schuldverschreibungen bezogen auf ihren [Nennbetrag][Rückzahlungsbetrag] vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Nachrangigen Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen³⁸ zu verzinsen.

[(●)] *Zinsentagequotient.* "Zinsentagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Nachrangige Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungs-zeitraum"):

[Im Fall, dass Actual/Actual (ICMA Regelung 251) anwendbar ist, einfügen:

Der Zinsberechnungszeitraum wird auf folgender Basis berechnet:

(a) Wenn der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert), in die der Zinsberechnungszeitraum fällt, oder falls er ihr entspricht (einschließlich im Falle eines kurzen Kupons), ist der Zinsberechnungszeitraum die Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, geteilt durch [das Produkt aus (1)] der Anzahl der Tage in der Feststellungsperiode, in die der Zinsberechnungszeitraum fällt [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden]; und

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

(i) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [das Produkt aus (1) der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in ein Kalenderjahr fallen]; und

(ii) der Anzahl der Tagen in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch [das Produkt aus (1) der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden].]

when due, interest shall accrue on the [principal amount][redemption amount] of the Subordinated Notes from (and including) the due date to (but excluding) the date of actual redemption of the Subordinated Notes at the default rate of interest established by law.³⁹

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

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

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

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

³⁸ Der gesetzliche Verzugszinssatz beträgt gemäß §§ 288 Absatz 1, 247 Bürgerliche Gesetzbuch ("BGB") für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank halbjährlich veröffentlichten Basiszinssatz.

³⁹ According to paragraphs 288(1) and 247 of the German Civil Code (Bürgerliches Gesetzbuch) ("BGB"), the default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank semi-annually.

Wobei:

"Feststellungsperiode" bezeichnet den Zeitraum ab und einschließlich [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] in einem Jahr bis, aber ausgenommen, zum nächsten [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] (Actual/Actual (ICMA Regelung 251)).]

[Im Fall von Actual/Actual (ISDA) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (a) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (b) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365) (Actual/Actual (ISDA)).]

[Im Fall von Actual/365 (Fixed) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (Actual/365 (Fixed)).]

[Im Fall von Actual/360 einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360 (Actual/360).]

[Im Fall von 30/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (ii) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist) (30/360 oder Bond Basis).]

[Im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des

Where:

"Determination Period" means the period from and including [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] in any year to but excluding the next [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] (Actual/Actual (ICMA Rule 251)).]

[If Actual/Actual (ISDA), insert:

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

[If Actual/365 (Fixed), insert:

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

[If Actual/360, insert:

the actual number of days in the Calculation Period divided by 360 (Actual/360).]

[If 30/360 or Bond Basis, insert:

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

[If 30E/360 or Eurobond Basis, insert:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final

Zinsberechnungszeitraumes, es sei denn, dass im Falle eines am Rückzahlungstag endenden Zinsberechnungszeitraums der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt) (**30E/360 oder Eurobond Basis**).]

[Im Fall von 360/360 einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen. (**360/360**).]

**§ 5
ZAHLUNGEN**

[Im Fall einer Emission, bei der die Verwahrung der Nachrangigen Schuldverschreibungen nicht bei der SIX SIS AG erfolgen soll, einfügen:

(1) [(a)] *Zahlungen von Kapital*. Die Zahlungen von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Nachrangigen Schuldverschreibungen erfolgen [nach Maßgabe des nachstehenden Absatzes (2)] [an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems] [gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Nachrangigen Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden [Globalurkunde] [Sammelurkunde] bei der bezeichneten Geschäftsstelle der Emissionsstelle].

[Im Fall von Nachrangigen Schuldverschreibungen, die keine Nullkupon-Nachrangigen Schuldverschreibungen sind, einfügen:

(b) *Zahlung von Zinsen*. Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Nachrangige Schuldverschreibungen erfolgt [nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems].

[Im Fall von Zinszahlungen auf eine vorläufige Globalurkunde, einfügen: Die Zahlung von Zinsen auf Nachrangige Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 2 Absatz (2)(b).]

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

Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) (**30E/360 or Eurobond Basis**).]

[If 360/360, insert:

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months. (**360/360**).]

**§ 5
PAYMENTS**

[In the case of an issue where the Subordinated Notes are not kept in custody by SIX SIS AG, insert:

(1) [(a)] *Payment of Principal*. Payment of principal and any additional amounts in respect of the Subordinated Notes shall be made[, subject to subparagraph (2) below,] to [the Clearing System or to its order] [the Paying Agent] [the depository bank] for credit to the accounts of the relevant account holders [of the Clearing System] [upon presentation and (except in the case of partial payment) surrender of the [Global Note] [Global Certificate] representing the Subordinated Notes at the time of payment at the specified office of the Fiscal Agent].

[In the case of Subordinated Notes other than Subordinated Zero Coupon Notes, insert:

(b) *Payment of Interest*. Payment of interest on the Subordinated Notes and any additional amounts shall be made[, subject to subparagraph (2), to the Clearing System or to its order] [Paying Agent] [depository bank] for credit to the relevant account holders [of the Clearing System].

[In the case of interest payable on a Temporary Global Note, insert: Payment of interest on Subordinated Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(b).]

(2) *Manner of Payment*. Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Subordinated Notes shall be made in the freely negotiable and convertible currency which

handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die Währung des Staates der Festgelegten Währung ist.

[Im Fall von Nachrangigen Schuldverschreibungen, die nicht auf Euro oder Renminbi lauten, einfügen:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung.]

[(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an [das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] von ihrer Zahlungspflicht befreit.]

[(3)][(4)] *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Nachrangige Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstage-Konvention gemäß Absatz ([5])[6]). Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist – unbeschadet der Bestimmungen betreffend die Zinsenlaufperiode - nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[Anderen Zahltag einfügen: Zahltage ist [definiere Zahltage]]

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung

on the respective due date is the currency of the country of the Specified Currency.]

[In the case of Subordinated Notes not denominated in Euro and not denominated in Renminbi, insert:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

[(3) *Discharge.* The Issuer shall be discharged by payment to[, or to the order of, the Clearing System] [the Paying Agent] [the depository bank].]

[(3)][(4)] *Payment Business Day.* If the date for payment of any amount in respect of any Subordinated Note is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph ([5])[6]). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder shall not be entitled to further interest or other payment in respect of such delay.

[Insert other Payment Business Day: Payment Business Day is [define Payment Business Day]]

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is

EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][und Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]

[Im Fall, dass die Festgelegte Währung Renminbi ist, einfügen:

[(4)][(5)] *Zahlung des Gegenwerts in U.S.-Dollar.* Für den Fall, dass die Emittentin ungeachtet des Vorstehenden aufgrund von Nichtkonvertierbarkeit, Nichttransferierbarkeit oder Illiquidität nicht in der Lage ist, unter den Nachrangigen Schuldverschreibungen fällige Kapitalbeträge oder Zinsen (ganz oder teilweise) in Renminbi zu zahlen, wird die Emittentin nach Versendung einer unwiderruflichen Mitteilung frühestens 30 Kalendertage und spätestens 5 Kalendertage vor dem Tag, an dem die Zahlung an die Gläubiger fällig wird, eine solche Zahlung am Fälligkeitstag (ganz oder teilweise) in U.S.-Dollar in dem Gegenwert in U.S.-Dollar zu dem auf Renminbi lautenden Betrag tätigen. Sofern die Emittentin Zahlungen von Kapital- oder Zinsbeträgen teilweise in Renminbi und teilweise in U.S.-Dollar zu tätigen hat, wird sie die Zahlungen an jeden Anteilinhaber soweit wie möglich im gleichen anteiligen Verhältnis zwischen Renminbi und U.S.-Dollar gemäß den jeweils geltenden Vorschriften des Clearing Systems tätigen.

Für die Zwecke dieser Bedingungen steht der Begriff "Gegenwert in U.S.-Dollar" für den auf der Grundlage des an dem betreffenden Festlegungstag geltenden Kassakurses in U.S.-Dollar konvertierten Renminbi-Betrag.

Zu diesem Zweck:

ist die "Berechnungsstelle" die [**Berechnungsstelle einfügen**];

steht "Renminbi" oder "CNY" für die gesetzmäßige Währung der VRC;

ist ein "Renminbi-Händler" ein unabhängiger, international renommierter, am Renminbi-Devisenmarkt in Hongkong tätiger Devisenhändler;

ist ein "Geschäftstag zu Festlegungszwecken" ein Tag (außer Samstag und Sonntag), an dem die Geschäftsbanken in Hongkong, Peking, London, TARGET und New York City für den üblichen Geschäftsbetrieb (einschließlich Devisengeschäfte) geöffnet sind;

needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational][and] [commercial banks and foreign exchange markets settle payments in [**insert all relevant financial centres**].]

[In case the Specified Currency is Renminbi, insert:

[(4)][(5)] *Payment of U.S. Dollar Equivalent.* Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest (in whole or in part) in respect of the Subordinated Notes when due in Renminbi, the Issuer shall, by sending an irrevocable notice not less than five or more than 30 calendar days prior to the due date for payment to the Holders, settle any such payment (in whole or in part) in U.S. Dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount. In case the Issuer needs to satisfy payments of principal or interest in part in Renminbi and in part in U.S. Dollars, it shall to the extent possible make payment to each Holder in the same pro rata amount of Renminbi and U.S. Dollar in accordance with the rules of the Clearing System from time to time.

For the purposes of these Conditions, "U.S. Dollar Equivalent" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date.

For this purpose

"Calculation Agent" means [**insert Calculation Agent**];

"Renminbi" or "CNY" means the lawful currency of the PRC;

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, Beijing, London, TARGET and in New York City;

ist ein "Festlegungstag" der Tag, der zwei Geschäftstage zu Festlegungszwecken vor dem Tag liegt, an dem Zahlungen des betreffenden Betrags gemäß diesen Bedingungen fällig sind;

ist eine "Regierungsbehörde" jede faktische bzw. laut Gesetz bestehende Regierungsstelle (oder öffentliche Institution oder eine Unterabteilung davon), jedes Gericht, Tribunal, jede Verwaltungs- oder Regierungsbehörde oder sonstige (öffentlich-rechtliche oder zivilrechtliche) juristische Person, die mit der Regulierung der Finanzmärkte (einschließlich der Zentralbank) in der VRC und Hongkong betraut ist;

steht "Hongkong" für die Sonderverwaltungsregion Hongkong der VRC;

bezeichnet "Illiquidität" einen Zustand, der eintritt, wenn der allgemeine Devisenmarkt für Renminbi in Hongkong nicht mehr ausreichend liquide ist, und sich die Emittentin aus diesem Grund nicht genügend Renminbi zur Erfüllung ihrer Verpflichtung zur (vollständigen oder teilweisen) Zahlung von Kapitalbeträgen oder Zinsen unter den Nachrangigen Schuldverschreibungen beschaffen kann, wobei die Emittentin dies nach Treu und Glauben, in einer nach wirtschaftlichen Gesichtspunkten angemessenen Weise, sowie (wenn möglich) nach Rücksprache mit zwei Renminbi-Händlern feststellt;

bezeichnet "Nichtkonvertierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, einen im Zusammenhang mit den Nachrangigen Schuldverschreibungen fälligen Betrag auf dem allgemeinen Devisenmarkt für Renminbi in Hongkong zu konvertieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

bezeichnet "Nichttransferierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, Renminbi zwischen Konten innerhalb von Hongkong oder von einem Konto in Hongkong auf ein Konto außerhalb von Hongkong und außerhalb der VRC, oder von einem Konto außerhalb von Hongkong und außerhalb der VRC auf ein Konto in Hongkong zu transferieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder

"Determination Date" means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the PRC and Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Subordinated Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Subordinated Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation);

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside the PRC or from an account outside Hong Kong and outside the PRC to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to

Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

steht "VRC" für die Volksrepublik China, wobei für die Zwecke dieser Bedingungen Hongkong, die Sonderverwaltungsregion Macau der Volksrepublik China und Taiwan als ausgenommen gelten; und

meint "**Kassakurs**" das arithmetische Mittel zwischen Geld- und Briefkurs zwischen U.S.-Dollar und Renminbi für den Kauf von U.S.-Dollar mit Renminbi auf dem außerbörslichen Renminbi Devisenmarkt in Hongkong mit Abwicklung nach zwei Geschäftstagen zu Festlegungszwecken zu dem von der Berechnungsstelle am Festlegungstag um ca. 11.00 Uhr (Hongkong Zeit), unter der Annahme einer tatsächlichen Abwicklung, unter Heranziehung der auf der Bildschirmseite TRADCNY3 von Reuters unter der Spalte "USD/CNH" festgelegten Kurse, oder, sofern solche Kurse nicht zur Verfügung stehen, unter der Annahme eines synthetischen Geschäfts, unter Heranziehung der Bildschirmseite TRADNDF von Reuters, oder der jeweiligen Nachfolgeseiten. Sofern keiner dieser Kurse verfügbar ist, wird die Berechnungsstelle den Kassakurs um ca. 11.00 Uhr (Hongkong Zeit) am Festlegungstag als aktuellsten verfügbaren offiziellen U.S.-Dollar/CNY Kurs für Abwicklungen in zwei Geschäftstagen zu Festlegungszwecken, wie vom staatlichen Devisenamt der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) veröffentlicht, der auf der Bildschirmseite CNY=SAEC von Reuters veröffentlicht wird, bestimmen. Verweise auf Bildschirmseiten von Reuters beziehen sich auf von Reuters so bezeichnete Monitor Money Rates Service Seiten (oder einen an dessen Stelle tretenden Dienst) oder auf andere Seiten, die diese Seiten zum Zwecke der Darstellung eines vergleichbaren Devisenwechselkurses gegebenenfalls ersetzen.

Sämtliche Mitteilungen, Stellungnahmen, Festlegungen, Bescheinigungen, Berechnungen, Quotierungen oder Entscheidungen, die von der Berechnungsstelle zum Zwecke der Bestimmungen dieses § 5 (5) gemacht oder getroffen werden oder von dieser eingeholt werden, sind (sofern kein offensichtlicher Irrtum vorliegt) für die Emittentin, die beauftragten Stellen sowie für alle Gläubiger bindend.]

[[([4][5][6])] *Geschäftstage-Konvention*. Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Nachrangige Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

comply with such law, rule or regulation);

"PRC" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan; and

"**Spot Rate**" means the arithmetic mean of the offer and the bid US Dollar/CNY spot exchange rate for the purchase of US Dollars with CNY in the over-the-counter CNY exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3 under the column "USD/CNH", or if no such rates are available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF, or the respective successor pages. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available US Dollar/CNY official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the People's Republic of China, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 5(5) by the Calculation Agent, will (in the absence of a manifest error) be binding on the Issuer, the Agents and all Holders.]

[[([4][5][6])] *Business Day Convention*. If the date for payment of any amount in respect of any Subordinated Notes would fall on a day which is not a Business Day, it shall be

[bei Anwendung der folgenden Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

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

[bei Anwendung der modifizierten folgenden Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

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

[bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag.]

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

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

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

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

[In the case of an issue where the Subordinated Notes are kept in custody by SIX SIS AG, insert:

(1) (a) *Zahlungen von Kapital.* Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Nachrangigen Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Nachrangigen Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Schweizer Hauptzahlstelle.

(1) (a) *Payment of Principal.* Payment of principal and any additional amounts in respect of the Subordinated Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Subordinated Notes at the time of payment at the specified office of the Swiss Principal Paying Agent.

(b) *Zahlungen von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf die Nachrangigen Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an die Schweizer Hauptzahlstelle oder deren Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(b) *Payment of Interest.* Payment of interest on the Subordinated Notes and any additional amounts shall be made, subject to subparagraph (2), to the Swiss Principal Paying Agent or to its order for credit to the relevant account holders of the Clearing System.

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Nachrangigen Schuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung der Schweizerischen Eidgenossenschaft ist.

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Subordinated Notes shall be made in the freely negotiable and convertible currency which on the respective due date is the legal currency of the Swiss Confederation.

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen.

Der "Anwendbare Wechselkurs" ist, (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

(3) *Erfüllung.* Die Emittentin wird durch rechtzeitige Leistung der fälligen Zahlung in [**Währung einfügen**] in [**Sitz der Schweizer Hauptzahlstelle einfügen**] an die Schweizer Hauptzahlstelle oder deren Order wie in diesen Bedingungen und den Endgültigen Bedingungen vorgesehen von ihrer Zahlungspflicht befreit.

(4) *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Nachrangige Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstage-Konvention gemäß Absatz ([5][6]). Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[**Anderen Zahltag einfügen:** Zahltage ist [**definiere Zahltage**]]

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][und Geschäftsbanken und

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof.

The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(3) *Discharge.* The Issuer shall be discharged by due and punctual payment of the funds in [**insert currency**] in [**insert location of Swiss Principal Paying Agent**] to, or to the order of, the Swiss Principal Paying Agent in the manner provided by these Conditions and the Final Terms.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Subordinated Note is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph ([5][6]). The Holder shall not be entitled to payment until the next such day in the relevant place. The Holder shall not be entitled to further interest or other payment in respect of such delay.

[**Insert other Payment Business Day:** Payment Business Day is [**define Payment Business Day**]]

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET"))] [is][are] operational][and] [commercial banks and foreign exchange markets

Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.]

[(5)][(6)] *Geschäftstage-Konvention*. Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Nachrangige Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

[*bei Anwendung der folgenden Geschäftstage-Konvention einfügen:* auf den nachfolgenden Geschäftstag verschoben.]

[*bei Anwendung der modifizierten folgenden Geschäftstage-Konvention einfügen:* auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[*bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen:* auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

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

§ 6 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit*. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Nachrangigen Schuldverschreibungen zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] am [im Fall eines festgelegten Rückzahlungstages, Rückzahlungstag einfügen] [im Fall eines Rückzahlungsmonats einfügen] in den [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fallenden [Variablen] Zinsenzahlungstag (der "Rückzahlungstag") zurückgezahlt.

(2) [Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs]:

settle payments in [insert all relevant financial centres].]

[(5)][(6)] *Business Day Convention*. If the date for payment of any amount in respect of any Subordinated Note would fall on a day which is not a Business Day, it shall be

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

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

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

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

§ 6 REDEMPTION

(1) *Redemption at Maturity*. Unless previously redeemed in whole or in part or purchased and cancelled, the Subordinated Notes shall be redeemed at their [Final Redemption Amount] [Final Redemption Rate] on [in case of a specified Maturity Date, insert such Maturity Date] [in case of a Redemption Month, insert: the [Floating] Interest Payment Date falling in [insert Redemption Month and Redemption Year]] (the "Maturity Date").

(2) [Final Redemption Amount][Final Redemption Rate]:

[Im Fall der Rückzahlung der Nachrangigen Schuldverschreibungen bei Endfälligkeit zum Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Nachrangige Schuldverschreibung entspricht dem Nennbetrag der Nachrangigen Schuldverschreibungen.]

[Im Fall der Rückzahlung der Nachrangigen Schuldverschreibungen bei Endfälligkeit zu einem anderen Betrag als dem Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Nachrangige Schuldverschreibung beträgt **[Währung einfügen] [Betrag größer gleich dem Nennbetrag einfügen]** je Nachrangiger Schuldverschreibung.]

[Im Fall der Rückzahlung der Nachrangigen Schuldverschreibungen bei Endfälligkeit zu einem Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Nachrangige Schuldverschreibung beträgt **[Prozentsatz größer gleich 100% einfügen]** % (Prozent) vom Nennbetrag der Nachrangigen Schuldverschreibungen.]

[Im Fall der Rückzahlung der Nachrangigen Schuldverschreibungen bei Endfälligkeit zu einem entsprechend der positiven Entwicklung des HVPI gebildeten Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Nachrangige Schuldverschreibung ausgedrückt in % (Prozent vom Nennbetrag) errechnet sich wie folgt:

$$100 + \text{Max} \{[(\text{HVPI}(t) - \text{HVPI}(t-1))/\text{HVPI}(t-1)] \times 100\} \times \text{Faktor} \times [+][-] \times [\text{Zuschlag}] \times [\text{Abschlag}] \}; 0]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf **[Bezugszeitraum (t) einfügen]** veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf **[Bezugszeitraum (t-1) einfügen]** veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

[If the Subordinated Notes are redeemed on the Maturity Date at their principal amount insert:]

The Final Redemption Amount in respect of each Subordinated Note shall be equal to its principal amount.]

[If the Subordinated Notes are redeemed on the Maturity Date at an amount other than the principal amount insert:]

The Final Redemption Amount in respect of each Subordinated Note shall be **[insert currency] [insert amount greater than or equal to the principal amount]** for each Subordinated Note.]

[If the Subordinated Notes are redeemed on the Maturity Date at a percentage of their principal amount insert:]

The Final Redemption Rate in respect of each Subordinated Note shall be **[insert percentage greater than or equal to 100 per cent]** per cent of its principal amount.]

[If the Subordinated Notes are redeemed on the Maturity Date at a percentage of their principal amount corresponding to the positive performance of the HICP, insert:]

The Final Redemption Rate in respect of each Subordinated Note expressed in per cent (per cent of its principal amount) shall be calculated as follows:

$$100 + \text{Max} \{[(\text{HICP}(t) - \text{HICP}(t-1))/\text{HICP}(t-1)] \times 100\} \times \text{Factor} \times [+][-] \times [\text{Surcharge}] \times [\text{Reduction}] \}; 0]$$

"HICP(t)" means the level of the HICP that is published by reference to the **[insert reference period(t)]**.

"HICP(t-1)" means the level of the HICP that is published by reference to the **[insert reference period(t-1)]**.

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Rückzahlungsfestlegungstag veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Endgültigen Rückzahlungskurses zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Rückzahlungsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Redemption Determination Date.

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Final Redemption Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Final Redemption Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Redemption Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing

Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"Rückzahlungsfestlegungstag" bezeichnet [spätestens] den [zweiten] **[zutreffende andere Zahl von Tagen einfügen]** [TARGET][,][und][**sämtliche relevante Finanzzentren einfügen**] Geschäftstag vor dem Rückzahlungstag.]

(3) *Keine vorzeitige Rückzahlung nach Wahl der Gläubiger.*

Die Gläubiger haben kein Recht, die vorzeitige Rückzahlung der Nachrangigen Schuldverschreibungen zu verlangen.

(4) *Vorzeitige Rückzahlung aus steuerlichen Gründen.*

Die Emittentin ist jederzeit berechtigt, die Nachrangigen Schuldverschreibungen insgesamt, jedoch nicht teilweise, durch eine Mitteilung gemäß § 6[(7)][(8)] mit einer Mitteilungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen vorzeitig für rückzahlbar zu erklären und an dem für die Vorzeitige Rückzahlung festgesetzten Tag zu ihrem [Endgültigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungsbetrag] [zuzüglich etwaiger bis zu dem für die Vorzeitige Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen] zurückzuzahlen, unter Anwendung der Artikel 77 ff CRR, falls sich die geltende steuerliche Behandlung ändert und sofern die Bedingungen gemäß § 6[(6)][(7)] (Voraussetzungen für die Vorzeitige Rückzahlung und Rückkauf) erfüllt sind.

[Falls die Emittentin ein Wahlrecht hat, die Nachrangigen Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen:]

[(5) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

Die Emittentin ist berechtigt, die Nachrangigen Schuldverschreibungen insgesamt, jedoch nicht teilweise, durch eine Mitteilung gemäß § 6[(7)][(8)] mit einer Mitteilungsfrist von nicht weniger als [30] **[andere Anzahl einfügen]** [Geschäftstagen] [Tagen] und nicht mehr als [60] **[andere Anzahl einfügen]** [Geschäftstagen] [Tagen] vorzeitig mit Wirkung zum **[Wahl-Rückzahlungstag(e) (Call) einfügen]** [und jedem nachfolgenden Kupontermin] (der "Wahl-Rückzahlungstag (Call)") [(die "Wahlrückzahlungstage (Call))" für rückzahlbar zu erklären und die Nachrangigen Schuldverschreibungen am [entsprechenden] Wahl-Rückzahlungstag (Call) zum

the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.

"Redemption Determination Date" means [at the latest] the [second] **[insert other applicable number of days]** TARGET][,][and][**insert all relevant financial centres]** Business Day] prior to the Maturity Date.]

(3) *No Early Redemption at the Option of the Holder.*

The Holders do not have a right to demand the early redemption of the Subordinated Notes.

(4) *Early Redemption for Reasons of Taxation.*

The Issuer may call the Subordinated Notes for redemption at any time, in whole but not in part, upon giving not more than 60 days' nor less than 30 days' prior notice in accordance with § 6[(7)][(8)], and redeem the Subordinated Notes early at their [Final Redemption Amount] [Early Redemption Amount], [together with interest (if any) accrued to (but excluding) the date fixed for Early Redemption] on the date fixed for Early Redemption, subject to Articles 77 *et seqq.* CRR, if there is a change in the applicable tax treatment of the Subordinated Notes and provided that the conditions laid down in § 6[(6)][(7)] (Conditions to Early Redemption and Repurchase) are met.

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

[(5) *Early Redemption at the Option of the Issuer.*

The Issuer may call the Subordinated Notes for redemption, in whole but not in part, upon giving not more than [60] **[insert other number]** [Business Days]' [days]' nor less than [30] **[insert other number]** [Business Days]' [days]' prior notice in accordance with § 6[(7)][(8)] effective as of **[insert call redemption date[s]]** [and as of each Coupon Date thereafter] [(the "Call Redemption Date")] [(the "Call Redemption Dates")], and redeem the Subordinated Notes early at the [Final Redemption Amount] [Early Redemption Amount] [together with interest accrued to (but excluding) the [relevant] Call Redemption Date] on the Call Redemption Date,

[Endgültigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungsbetrag] [zuzüglich bis zum [entsprechenden]Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufener Zinsen] zurückzahlen, unter Anwendung der Artikel 77 ff CRR, sofern die Bedingungen gemäß § 6[(6)][(7)] (Voraussetzungen für die Vorzeitige Rückzahlung und Rückkauf) erfüllt sind.]

[(5)][(6)] *Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen.*

Die Emittentin ist jederzeit berechtigt, die Nachrangigen Schuldverschreibungen insgesamt, jedoch nicht teilweise, durch eine Mitteilung gemäß § 6[(7)][(8)] mit einer Mitteilungsfrist von nicht weniger als [30] **[andere Anzahl einfügen]** [Geschäftstagen][Tagen] und nicht mehr als [60] **[andere Anzahl einfügen]** [Geschäftstagen][Tagen] vorzeitig für rückzahlbar zu erklären und an dem für die Vorzeitige Rückzahlung festgesetzten Tag zu ihrem [Endgültigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungsbetrag] [zuzüglich etwaiger bis zu dem für die Vorzeitige Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen] zurückzahlen, unter Anwendung der Artikel 77 und 78 CRR, falls sich die aufsichtsrechtliche Einstufung der Nachrangigen Schuldverschreibungen ändert, was wahrscheinlich zu ihrem vollständigen Ausschluss aus den Eigenmitteln oder ihrer Neueinstufung als Eigenmittel geringerer Qualität führen würde und sofern die Bedingungen gemäß § 6[(6)][(7)] (Voraussetzungen für die Vorzeitige Rückzahlung und Rückkauf) erfüllt sind.

[(6)][(7)] *Voraussetzungen für Vorzeitige Rückzahlung und Rückkauf.* Jede Vorzeitige Rückzahlung nach diesem § 6 und jeder Rückkauf gemäß § 13(2) setzen voraus, dass:

- (a) die Emittentin zuvor die Erlaubnis der Zuständigen Behörde (wie nachstehend definiert) zur Vorzeitigen Rückzahlung und zum Rückkauf gemäß § 13(2) in Übereinstimmung mit den Artikeln 77 und 78 CRR erhalten hat, sofern dies zu diesem Zeitpunkt für die Emittentin anwendbar ist, wobei diese Erlaubnis unter anderem voraussetzen kann, dass:
 - (i) entweder die Emittentin die Nachrangigen Schuldverschreibungen durch Eigenmittelinstrumente zumindest gleicher Qualität zu Bedingungen ersetzt, die im Hinblick auf die Ertragsmöglichkeiten der Emittentin nachhaltig sind; oder
 - (ii) die Emittentin der Zuständigen Behörde hinreichend nachgewiesen hat, dass die Eigenmittel der Emittentin nach der Rückzahlung oder nach dem Rückkauf die Mindestanforderungen (einschließlich aller

subject to Articles 77 *et seqq.* CRR, provided that the conditions laid down in § 6[(6)][(7)] (Conditions to Early Redemption and Repurchase) are met.]

[(5)][(6)] *Early Redemption for Regulatory Reasons.*

The Issuer may call the Subordinated Notes for redemption at any time, in whole but not in part, upon giving not more than [60] **[insert other number]** [Business Days'] [days'] nor less than [30] **[insert other number]** [Business Days'] [days'] prior notice in accordance with § 6[(7)][(8)] early and redeem the Subordinated Notes at their [Final Redemption Amount] [Early Redemption Amount], [together with interest (if any) accrued to but excluding the date fixed for Early Redemption] on the date fixed for Early Redemption, subject to Articles 77 and 78 CRR, if there is a change in the regulatory classification of the Subordinated Notes that would be likely to result in their exclusion from own funds in full or reclassification as a lower quality form of own funds and provided that the conditions laid down in § 6[(6)][(7)] (Conditions to Early Redemption and Repurchase) are met.

[(6)][(7)] *Conditions to Early Redemption and Repurchase.* Any Early Redemption pursuant to this § 6 and any repurchase pursuant to § 13(2) are subject to:

- (a) the Issuer having obtained the prior permission of the Competent Authority (as defined below) for the Early Redemption or any repurchase pursuant to § 13(2) in accordance with the Articles 77 and 78 CRR, if applicable to the Issuer at that point in time, whereas such permission may, *inter alia*, require that:
 - (i) either the Issuer replaces the Subordinated Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or
 - (ii) the Issuer has demonstrated to the satisfaction of the Competent Authority that the own funds of the Issuer would, following such redemption or repurchase, exceed the minimum capital requirements

Kapitalpufferanforderungen) um eine Spanne übertreffen, die die Zuständige Behörde zu diesem Zeitpunkt für erforderlich hält; und

(including any capital buffer requirements) by a margin that the Competent Authority considers necessary at such time; and

(b) im Fall einer Rückzahlung vor fünf Jahren nach dem Ausgabetag der Nachrangigen Schuldverschreibungen:

(b) in the case of any redemption prior to the fifth anniversary of the date of issuance of the Subordinated Notes:

- (i) aus steuerlichen Gründen gemäß § 6(4), die Emittentin der Zuständigen Behörde hinreichend nachgewiesen hat, dass die geltende Änderung der steuerlichen Behandlung wesentlich ist und zum Ausgabetag der Nachrangigen Schuldverschreibungen nicht vorherzusehen war; oder
- (ii) aus aufsichtsrechtlichen Gründen gemäß § 6[(5)][(6)], die Zuständige Behörde diese Änderung für ausreichend sicher hält und die Emittentin der Zuständigen Behörde hinreichend nachgewiesen hat, dass die maßgebliche Änderung der aufsichtsrechtlichen Neueinstufung der Schuldverschreibungen zum Ausgabetag der Schuldverschreibungen nicht vorherzusehen war.

- (i) for reasons of taxation pursuant to § 6(4), the Issuer has demonstrated to the satisfaction of the Competent Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the date of issuance of the Subordinated Notes; or
- (ii) for regulatory reasons pursuant to § 6[(5)][(6)], the Competent Authority considers such change to be sufficiently certain and the Issuer has demonstrated to the satisfaction of the Competent Authority that the relevant change in the regulatory classification of the Subordinated Notes was not reasonably foreseeable as at the date of issuance of the Subordinated Notes.

Ungeachtet der oben stehenden Bedingungen, falls zum Zeitpunkt einer Vorzeitigen Rückzahlung oder eines Rückkaufs die für die Emittentin geltenden anwendbaren Aufsichtsvorschriften die Vorzeitige Rückzahlung oder den Rückkauf nur nach Einhaltung von einer oder mehreren alternativen oder zusätzlichen Voraussetzungen zu den oben angegebenen erlaubt ist, wird die Emittentin diese (etwaigen) anderen und/oder, falls anwendbar, zusätzlichen Voraussetzungen erfüllen.

Notwithstanding the above conditions, if, at the time of any Early Redemption or repurchase, the prevailing supervisory regulations applicable to the Issuer permit the Early Redemption or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall comply with such other and/or, as appropriate, additional pre-conditions, if any.

Klarstellend wird festgehalten, dass eine Weigerung der Zuständigen Behörde, eine erforderliche Erlaubnis, Bewilligung oder andere Zustimmung zu erteilen, keinen Ausfall in irgendeiner Hinsicht darstellt.

For the avoidance of doubt, any refusal of the Competent Authority to grant any required permission, approval or other consent shall not constitute a default for any purpose.

"Zuständige Behörde" bezeichnet die zuständige Behörde gemäß Artikel 4(1)(40) CRR, die für die Beaufsichtigung der Emittentin auf Einzel- und/oder konsolidierter Basis verantwortlich ist.

"Competent Authority" means the competent authority pursuant to Article 4(1)(40) CRR which is responsible to supervise the Issuer on an individual and/or consolidated basis.

[(7)][(8)] *Mitteilung zur Vorzeitigen Rückzahlung.*

[(7)][(8)] *Early Redemption Notice.*

Eine Rückzahlungsmitteilung gemäß § 6(4)[, § 6(5)] oder § 6[(5)][(6)] ist durch die Emittentin gegenüber der [Emissionsstelle] [Schweizer Hauptzahlstelle] und gegenüber den Gläubigern gemäß § [14] mitzuteilen. Diese Mitteilung ist unwiderruflich und beinhaltet:

Any notice of redemption in accordance with § 6(4)[, § 6(5)] or § 6[(5)][(6)] shall be given by the Issuer to the [Fiscal Agent] [Swiss Principal Paying Agent] and, in accordance with § [14] to the Holders. Such notice shall be irrevocable and shall specify:

(a) die zurückzuzahlende Serie von Nachrangigen Schuldverschreibungen;

(a) the indication of the Series of Subordinated Notes that is to be redeemed;

(b) im Falle einer Rückzahlungsmitteilung aufgrund [§ 6(5) der Wahl Rückzahlungstag (Call) oder im Falle einer Rückzahlungsmitteilung gemäß § 6[(4)] oder § 6[(5)][(6)] den zur Rückzahlung festgesetzten Tag; und

[(c) den [Vorzeitigen][Endgültigen] Rückzahlungs[betrag][kurs][(Call)], zu dem die Nachrangigen Schuldverschreibungen zurückgezahlt werden].

[Im Fall von Nachrangigen Nullkupon Schuldverschreibungen:

[(8)][(9)] *Vorzeitiger Rückzahlungsbetrag.*

(a) Für die Zwecke des § 6(4) (Vorzeitige Rückzahlung aus steuerlichen Gründen) und § 6[(5)][6]) (Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen), entspricht der Vorzeitige Rückzahlungsbetrag einer Nachrangigen Schuldverschreibung dem Amortisationsbetrag der Nachrangigen Schuldverschreibung gemäß § 6[•].

(b) **[Im Falle der Aufzinsung:** Der Amortisationsbetrag einer Nachrangigen Schuldverschreibung ("Amortisationsbetrag") entspricht der Summe aus:

- (i) **[Referenzpreis]** (der "Referenzpreis"), und
- (ii) dem Produkt aus der Emissionsrendite von **[Emissionsrendite einfügen]** (jährlich kapitalisiert) und dem Referenzpreis ab dem Emissionstag (einschließlich) bis zu dem vorgesehenen Rückzahlungstag (ausschließlich) oder (je nachdem) dem Tag, an dem die Nachrangigen Schuldverschreibungen fällig und rückzahlbar werden.]

[Im Falle der Abzinsung: Der Amortisationsbetrag einer Nachrangigen Schuldverschreibung ("Amortisationsbetrag") entspricht dem Nennbetrag einer Schuldverschreibung abgezinst mit der Emissionsrendite von **[Emissionsrendite einfügen]** ab dem Rückzahlungstag (einschließlich) bis zu dem Tilgungstermin (ausschließlich). Die Berechnung dieses Betrages erfolgt auf der Basis einer jährlichen Kapitalisierung der aufgelaufenen Zinsen.]

Wenn diese Berechnung für einen Zeitraum, der nicht vollen Kalenderjahren entspricht, durchzuführen ist, hat sie im Fall des nicht vollständigen Jahres (der "Zinsberechnungszeitraum") auf der Grundlage des Zinsentagequotienten (wie in § 4[•] definiert) zu erfolgen.

(c) Falls die Emittentin den Vorzeitigen Rückzahlungsbetrag bei Fälligkeit nicht zahlt, wird der Amortisationsbetrag einer Nachrangigen

(b) in the case of a notice of redemption in accordance with [§ 6(5) the Call Redemption Date or] in the case of a notice of redemption in accordance with § 6[(4)] or § 6[(5)][(6)] the date of redemption; and

[(c) the [Early][Final] Redemption [Amount][Rate] at which the Subordinated Notes are redeemed].

[In the case of Subordinated Zero Coupon Notes:

[(8)][(9)] *Early Redemption Amount.*

(a) For purposes of § 6(4) (Early Redemption for Reasons of Taxation) and § 6[(5)][6]) (Early Redemption for Regulatory Reasons), the Early Redemption Amount of a Subordinated Note shall be equal to the Amortised Face Amount of the Subordinated Note in accordance with § 6[•].

(b) **[In the case of accrued interest being added:** The amortised face amount ("Amortised Face Amount") of a Subordinated Note shall be an amount equal to the sum of:

- (i) **[Reference Price]** (the "Reference Price"), and
- (ii) the product of the Amortisation Yield being **[insert Amortisation Yield]** (compounded annually) and the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Subordinated Notes become due and payable].

[In the case of unaccrued interest being deducted: The amortised face amount ("Amortised Face Amount") of a Subordinated Note shall be the principal amount thereof adjusted for interest from (and including) the Maturity Date to (but excluding) the date of final repayment by the Amortisation Yield, being **[insert Amortisation Yield]**. Such calculation shall be made on the assumption of an annual capitalisation of accrued interest.]

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year (the "Calculation Period") shall be made on the basis of the Day Count Fraction (as defined in § 4[•]).

(c) If the Issuer fails to pay the Early Redemption Amount when due, the Amortised Face Amount of a Subordinated Note shall be calculated as provided

Schuldverschreibung wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, dass die Bezugnahmen in Unterabsatz (b)(ii) auf den für die Rückzahlung vorgesehenen Rückzahlungstag oder den Tag, an dem diese Nachrangigen Schuldverschreibungen fällig und rückzahlbar werden, durch den früheren der nachstehenden Zeitpunkte ersetzt werden: (i) der Tag, an dem die Zahlung gegen ordnungsgemäße Vorlage und Einreichung der betreffenden Nachrangigen Schuldverschreibungen (sofern erforderlich) erfolgt, und (ii) der vierzehnte Tag, nachdem die Emissionsstelle gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt hat, dass ihr die für die Rückzahlung erforderlichen Mittel zur Verfügung gestellt wurden.]

([●]) *Rundung von Rückzahlungsbeträgen:* Rückzahlungsbeträge werde auf **[Anzahl einfügen]** Dezimalen nach dem Komma gerundet.

§ 7 BEAUFTRAGTE STELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellten Erfüllungsgehilfen (die "Beauftragten Stellen") und deren jeweilige bezeichnete Geschäftsstelle lauten wie folgt:

"Emissionsstelle":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Wien
Österreich
(Österreichische Emissionsstelle)]

[andere/weitere Emissionsstelle]

"[Hauptzahlstelle][Zahlstelle]":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Wien
Österreich]

[andere/weitere Hauptzahlstelle / Zahlstelle/bezeichnete Geschäftsstelle(n)]

["Schweizer [Hauptzahlstelle][Zahlstelle]":

[Schweizer Hauptzahlstelle/Zahlstelle und

herein, except that references in subparagraph (b)(ii) above to the date fixed for redemption or the date on which such Subordinated Note becomes due and repayable shall refer to the earlier of (i) the date on which upon due presentation and surrender of the relevant Subordinated Note (if required), payment is made, and (ii) the fourteenth day after notice has been given by the Fiscal Agent in accordance with § 14 (Notices / [No] Stock Exchange Listing) that the funds required for redemption have been provided to the Fiscal Agent.]

([●]) *Rounding of Redemption Amounts:* Redemption Amounts are rounded to **[insert number]** decimals.

§ 7 AGENTS

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

"Fiscal Agent":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria
(Austrian Fiscal Agent)]

[other/further Fiscal Agent]

"[Principal] Paying Agent":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria]

[other/additional [Principal] Paying Agent/specified office(s)]

["Swiss [Principal] Paying Agent":

[Insert name and address of Swiss Principal

Adresse]].

["Berechnungsstelle":

[Die Emissionsstelle handelt auch als Berechnungsstelle.]

[Als Berechnungsstelle fungiert: **[Name und Adresse der Berechnungsstelle einfügen]]]**

[Sonstige Stellen: **[sonstige Stellen einfügen]]]**

Die oben genannten Beauftragten Stellen behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] durch eine andere bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung einer der oben genannten Beauftragten Stellen zu ändern oder zu beenden und eine andere Emissionsstelle/Zahlstelle oder zusätzliche oder andere Beauftragte Stellen im Einklang mit allen anwendbaren Vorschriften zu bestellen. 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 § [14](Mitteilungen / [Keine] Börsennotiz) vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

[(3) *Erfüllungsgehilfen der Emittentin.* Die oben genannten Beauftragten Stellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.]

[(3)][(4)] *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von einer Beauftragten Stelle für die Zwecke dieser Bedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin und alle sonstigen Beauftragten Stellen/Erfüllungsgehilfen und die Gläubiger bindend.

§ 8 STEUERN

(1) *Besteuerung.* Sämtliche auf die Nachrangigen Schuldverschreibungen zu zahlenden Beträge werden von der Emittentin ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art ("Steuern") geleistet, die von der Republik Österreich oder einer ihrer Gebietskörperschaften oder Behörden mit der

Paying Agent/Paying Agent]]

["Calculation Agent":

[The Fiscal Agent shall also act as Calculation Agent.]

[Calculation Agent is: **[Insert name and address of Calculation Agent]]]**

[Other Agents: **[insert other Agents]]]**

Any Agent named above reserves the right at any time to change its respective specified [office] [Swiss Principal Paying Agent office] to some other [office] [Swiss Principal Paying Agent office].

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or additional or other Agents in accordance with all applicable regulations. 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 10 days' prior notice thereof shall have been given to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).

[(3) *Agents of the Issuer.* The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.]

[(3)][(4)] *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8 TAXATION

(1) *Taxation.* All amounts payable in respect of the Subordinated Notes will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Republic of Austria or any political subdivision

Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt oder Abzug gesetzlich vorgeschrieben, wird die Emittentin zusätzliche Beträge in der Höhe leisten, die notwendig ist, um zu gewährleisten, dass die von den Gläubigern unter Berücksichtigung eines solchen Einhalts oder Abzugs erhaltenen Beträge den Beträgen entsprechen, die die Gläubiger ohne einen solchen Einbehalt oder Abzug erhalten hätten (die "**Zusätzlichen Beträge**"). Die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für solche Steuern, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person (einschließlich der Emittentin) oder von der Emittentin, falls keine Depotbank oder kein Inkassobeauftragter ernannt wird, oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Ausschüttungen einen Einbehalt oder Abzug vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Republik Österreich zu zahlen sind; oder

(c) aufgrund (i) einer Richtlinie der Europäischen Union betreffend die Besteuerung von Ertragsausschüttungen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Republik Österreich oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die eine solche Richtlinie oder Vereinbarung umsetzt oder befolgt, einzubehalten oder abzuziehen sind; oder

(d) einbehalten oder abgezogen werden, wenn eine solche Zahlung von einer anderen Depotbank oder einem anderen Inkassobeauftragten ohne den Einbehalt oder Abzug hätte bewirkt werden können; oder

(e) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) wirksam wird; oder

(f) nicht zu entrichten wären, wenn der Gläubiger den Einbehalt oder Abzug durch Vorlage einer Ansässigkeitsbescheinigung, Freistellungsbescheinigung oder ähnlicher Dokumente vermeiden könnte.

(2) *FATCA-Steuerabzug.* Die Emittentin ist zum Einbehalt oder Abzug der Beträge berechtigt, die

or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer will pay such additional amounts as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Subordinated Notes in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which:

(a) are payable by any person (including the Issuer) acting as custodian bank or collecting agent on behalf of a Holder, or by the Issuer if no custodian bank or collecting agent is appointed or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or distributions made by it; or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Republic of Austria; or

(c) are withheld or deducted pursuant to (i) any European Union Directive concerning the taxation of distributions income or (ii) any international treaty or understanding relating to such taxation and to which the Republic of Austria or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, treaty or understanding; or

(d) are withheld or deducted, if such payment could have been effected by another custodian bank or collecting agent without such withholding or deduction; 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 and notice thereof is published in accordance with § [14] (Notices / [No] Stock Exchange Listing), whichever occurs later; or

(f) would not be payable if the Holder is able to avoid such a withholding or deduction providing a certificate of residence, certificate of exemption or any other similar documents.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required

gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgeb Bestimmungen), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem Internal Revenue Service geschlossenen Verträgen erforderlich sind ("**FATCA-Steuerabzug**"). Die Emittentin ist nicht verpflichtet, zusätzliche Zahlungen zu leisten oder Gläubiger, wirtschaftliche Eigentümer oder andere Finanzintermediäre in Bezug auf einen FATCA-Steuerabzug schadlos zu halten, die von der Emittentin, der Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden.

[Im Fall einer Emission, bei der die Verwahrung der Nachrangigen Schuldverschreibungen bei der SIX SIS AG erfolgen soll, einfügen:]

(3) Keinerlei Verpflichtung zur Zahlung zusätzlicher Beträge besteht für Steuern, die von einer Zahlung einzubehalten oder abzuziehen sind aufgrund einer durch den Schweizer Gesetzgeber erlassenen gesetzlichen Vorschrift, welche das Schweizer System der Verrechnungssteuer vom Schuldnerprinzip zum Zahlstellenprinzip umwandelt, nach welchem eine andere Person in der Schweiz als der Emittent verpflichtet ist, die Steuer auf Zinszahlungen einzubehalten.]

§ 9 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch ("BGB") bestimmte Vorlegungsfrist wird für die Nachrangigen Schuldverschreibungen [(i)] im Hinblick auf das Kapital auf [zehn] **[andere Anzahl Jahre einfügen]** [Jahre] [verkürzt] [unbegrenzte Zeit] [festgesetzt][.] [(ii) und im Hinblick auf die Zinsen auf [vier] **[andere Anzahl Jahre einfügen]** [Jahre] [unbegrenzte Zeit] [festgesetzt][verkürzt]].

§ 10 KÜNDIGUNG

[Dieser Paragraph ist absichtlich frei gelassen.]

§ 11 ERSETZUNG

[Dieser Paragraph ist absichtlich frei gelassen.]

by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

[In the case of an issue where the Subordinated Notes are kept in custody by SIX SIS AG, insert:]

(3) No additional amounts shall be payable on account of any Taxes which are required to be withheld or deducted from a payment pursuant to laws enacted by Switzerland changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person in Switzerland other than the Issuer is required to withhold tax on any interest payments.]

§ 9 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") in relation to the Subordinated Notes is [(i)] [reduced to] [ten] **[insert other number of years]** [years] [unlimited] in respect of principal[.] [and (ii) [limited to] [four] **[insert other number of years]** [years] [unlimited] in respect of interest]].

§ 10 EVENTS OF DEFAULT

[This paragraph is intentionally left blank.]

§ 11 SUBSTITUTION

[This paragraph is intentionally left blank.]

§ 12
ÄNDERUNG DER BEDINGUNGEN,
GEMEINSAMER VERTRETER

(1) *Änderung der Bedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") durch einen Beschluss mit der in Absatz (2) bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Bedingungen, vorbehaltlich der Zustimmung der Zuständigen Behörde, sofern und insoweit erforderlich, mit der Emittentin vereinbaren. 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. Es wird keine Änderung der Bedingungen ohne Zustimmung der Emittentin geben.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75% der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Bedingungen nicht geändert wird und die keinen Gegenstand des § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4 Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

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

§ 12
AMENDMENT OF THE CONDITIONS,
HOLDERS' REPRESENTATIVE

(1) *Amendment of the Conditions.* In accordance with the German Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "SchVG") the Holders may agree with the Issuer on amendments of the Conditions, subject to the consent by the Competent Authority, if and to the extent required, with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (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. There will be no amendment of the Conditions without the Issuer's consent.

(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 Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a Meeting.* All votes will be taken 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 paragraph 4 sentence 2 of the SchVG.

(4) *Chair of the Vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative has convened the vote, by the Holders' Representative.

(5) *Voting Rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Subordinated Notes.

(6) *Gemeinsamer Vertreter.*

[Im Fall, dass kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen:] Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

[Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen:] Gemeinsamer Vertreter ist **[Name des Gemeinsamen Vertreters einfügen]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

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.

(7) *Ausschluss der Anwendbarkeit des österreichischen Kuratorengesetzes.* Die Anwendbarkeit der Bestimmungen des österreichischen Kuratorengesetzes und des österreichischen Kuratorenergänzungsgesetzes wird ausdrücklich hinsichtlich der Schuldverschreibungen ausgeschlossen.

§ 13

BEGEBUNG WEITERER NACHRANGIGER SCHULDVERSCHREIBUNGEN, RÜCKKAUF UND ENTWERTUNG

[(1) *Dieser Paragraph ist absichtlich frei gelassen.*]

[(1) *Begebung weiterer Nachrangiger Schuldverschreibungen.* Die Emittentin ist berechtigt, bis zum **[Datum einfügen]** vorbehaltlich der Einhaltung aufsichtsrechtlicher und sonstiger gesetzlicher Vorschriften und ohne die Zustimmung der Gläubiger weitere Nachrangige Schuldverschreibungen mit gleichen Bedingungen (gegebenenfalls mit Ausnahme des Begebungstages, des Emissionspreises und der ersten Zinsenzahlung) in der Weise zu begeben, dass sie mit dieser Tranche der Serie **[Serie einfügen]** eine einheitliche Serie bilden.]

(6) *Holders' Representative.*

[If no Holders' Representative is designated in the Conditions:] The Holders may by majority resolution appoint a common representative (the "Holders' Representative") to exercise the Holders' rights on behalf of each Holder.]

[If the Holders' Representative is appointed in the Conditions:] The common representative (the "Holders' Representative") shall be **[insert Name of the Holders' Representative]**. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

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 authorised 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.

(7) *Exclusion of the Applicability of the Austrian Notes Trustee Act.* The applicability of the provisions of the Austrian Notes Trustee Act (*Kuratorengesetz*) and the Austrian Notes Trustee Supplementation Act (*Kuratorenergänzungsgesetz*) is explicitly excluded in relation to the Notes.

§ 13

FURTHER SUBORDINATED ISSUES, REPURCHASES AND CANCELLATION

[(1) *This paragraph is intentionally left blank.*]

[(1) *Issue of further Subordinated Notes.* The Issuer may until **[insert date]** without the consent of the Holders subject to regulatory and other statutory provisions, issue further Subordinated Notes having the same Conditions as the Subordinated Notes in all respects (or in all respects except for the issue date, issue price and the first interest payment) so as to form a single series with this tranche of series **[insert series]**].

(2) *Rückkauf*. Vorausgesetzt, dass die Bedingungen gemäß § 6[(6)][(7)] erfüllt sind, ist die Emittentin jederzeit berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zurückzukaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder, vorbehaltlich der Erfüllung gesetzlicher Voraussetzungen, [entwertet werden] [bei der [Emissionsstelle] [Schweizer Hauptzahlstelle] zwecks Entwertung eingereicht werden].

§ 14

MITTEILUNGEN / [KEINE] BÖRSENNOTIZ

[Im Fall einer Emission, bei der die Verwahrung der nicht Nachrangigen Schuldverschreibungen nicht bei der SIX SIS AG erfolgen soll, einfügen:

[(1) Die Emittentin wird alle die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen [an das Clearing System] **[im Fall der Tresorverwahrung bei der Emittentin:** in geeigneter Weise gemäß Absatz 3] zur Weiterleitung [durch das Clearing System] [durch die Depotverwaltung der Emittentin] an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am **[Zahl des Tages einfügen]** Tag nach dem Tag der Mitteilung [an das Clearing System] [im: **[Medium einfügen]**] [an die Depotverwaltung] als den Gläubigern mitgeteilt.]

[(1)][(2)] [Im Falle von Nachrangigen Schuldverschreibungen, die durch eine Notierungsbehörde, Börse und/oder durch ein Kursnotierungssystem zugelassen und/oder einbezogen sind und/oder deren Kurse durch sie bzw. es notiert werden, werden Mitteilungen im Einklang mit den Regeln und Bestimmungen einer solchen Notierungsbehörde, Börse und/oder eines solchen Kursnotierungssystems veröffentlicht werden. [Solange die Nachrangigen Schuldverschreibungen an der Luxemburger Börse gelistet werden, werden die die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen auf der Website der Luxemburger Börse www.bourse.lu beziehungsweise auf einer anderen Website oder über ein anderes Publikationsmedium gemäß den Regeln und Bestimmungen der Luxemburger Börse veröffentlicht.]

Jede derartige Mitteilung gilt am Tag der Veröffentlichung als wirksam erfolgt.]

[Eine Börsennotiz ist nicht vorgesehen.]

[(1)][(2)][(3)] Die Emittentin wird Mitteilungen [auch] [auf deren website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [und] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in

(2) *Repurchases*. Provided that the conditions laid down in § 6[(6)][(7)] are met, the Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or, subject to compliance with statutory prerequisites, [cancelled] [surrendered to the [Fiscal Agent] [Swiss Principal Paying Agent] for cancellation].

§ 14

NOTICES / [NO] STOCK EXCHANGE LISTING

[In the case of a Notes issue where the Subordinated Notes are not kept in custody by SIX SIS AG, insert:

[(1) The Issuer shall deliver all notices concerning the Subordinated Notes [to the Clearing System] **[in case of custody in the safe of the Issuer:** in appropriate manner according to subparagraph (3)] for communication [by the Clearing System] [custody administration of the Issuer] to the Holders. Any such notice shall be deemed to have been given to the Holders on the **[number of days]** day after the day on which said notice was given to the [Clearing System] [in **[Insert Medium]** [custody administration]].

[(1)][(2)] [In the case of Subordinated Notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, notices shall be published in accordance with the rules and regulations of such listing authority, stock exchange and/or quotation system. [As long as the Subordinated Notes are listed on the Luxembourg Stock Exchange, notices concerning the Subordinated Notes will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange.]

Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.]

[A listing on a stock exchange is not envisaged.]

[(1)][(2)][(3)] The Issuer will [also] publish notices [on its website www.rbinternational.com/Investors/Information for Debt Investors] [and] [in a leading daily newspaper having general circulation in

[Österreich][Luxemburg][**anderes Land einfügen**], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [**andere Zeitung einfügen**]], veröffentlichen. Jede derartige Mitteilung gilt am [**Zahl des Tages einfügen**] Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

[(2)][(3)][(4)] Jede derartige Mitteilung [, außer im Fall von Absatz [(1)][(2)],] gilt bei mehreren Veröffentlichungen am [**Zahl des Tages einfügen**] Tag nach dem Tag der ersten solchen Veröffentlichung als wirksam erfolgt.]

[(2)][(3)][(4)][(5)] *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich in deutscher oder englischer Sprache erfolgen. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Nachrangigen Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [15](3) (Schlussbestimmungen) definiert) oder auf andere geeignete Weise erbracht werden. Solange Nachrangige Schuldverschreibungen durch eine [Globalurkunde][Sammelurkunde] verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Emissionsstelle [**im Fall von Nachrangigen Schuldverschreibungen, die im Clearing System verwahrt werden einfügen**: über das Clearing System in der von der Emissionsstelle und dem Clearing System dafür vorgesehenen Weise][**im Fall der Tresorverwahrung einfügen**: zur Weiterleitung an die Emittentin] erfolgen.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(1) Solange die Nachrangigen Schuldverschreibungen an der SIX Swiss Exchange AG notiert sind und solange die Regeln der SIX Swiss Exchange AG dies so verlangen, werden alle Mitteilungen im Hinblick auf die Nachrangigen Schuldverschreibungen wirksam durch die Schweizer Hauptzahlstelle im Wege (i) der elektronischen Veröffentlichung auf der Website der SIX Exchange Regulation ([www.six-exchange-regulation.com], wobei Mitteilungen gegenwärtig unter [<https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>] [•] veröffentlicht werden), oder (ii) einer anderen Veröffentlichung, die den Regularien der SIX Swiss Exchange AG entspricht, veröffentlicht. Jede so veröffentlichte Mitteilung gilt am Tage ihrer Veröffentlichung oder, falls mehrfach veröffentlicht, am Tage der ersten Veröffentlichung als wirksam erfolgt.

(2) Falls die Nachrangigen Schuldverschreibungen nicht mehr an der SIX Swiss Exchange AG notiert sind, wird die Emittentin alle die Nachrangigen Schuldverschreibungen betreffenden Mitteilungen an

[Austria][Luxembourg][**insert other country**]. This newspaper is expected to be the [*Amtsblatt zur Wiener Zeitung*] [**insert other newspaper**]. Any notice so given will be deemed to have been validly given on the [**insert number of days**] day following the date of such publication.]

[(2)][(3)][(4)] Any notice so given [, except in case of subparagraph [(1)][(2)],] will be deemed to have been validly given if published more than once, on the [**insert number of days**] day after the date of the first such publication.]

[(2)][(3)][(4)][(5)] *Form of Notice of Holders.* Notices to be given by any Holder shall be made in writing in the English or German language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Subordinated Notes at the time of the giving of such notice. Proof may be made by means of a certificate of the Custodian (as defined in § [15](3) (Final Provisions)) or in any other appropriate manner. So long as Subordinated Notes are securitised in the form of a [Global Note][Global Certificate], such notice may be given by the Holder to the Fiscal Agent [**If the Subordinated Notes are held in custody by the Clearing System**: through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose] [**in case of custody in the safe of the Issuer**: for communication to the Issuer.].]

[In the case of an issue where the Subordinated Notes are kept in custody by SIX SIS AG, insert:

(1) So long as the Subordinated Notes are listed on SIX Swiss Exchange Ltd and so long as the rules of SIX Swiss Exchange Ltd so require, all notices in respect of the Subordinated Notes will be validly given through the Swiss Principal Paying Agent (i) by means of electronic publication on the internet website of SIX Exchange Regulation ([www.six-exchange-regulation.com], where notices are currently published under [<https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>][•]), or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange Ltd. Any notices so given shall be deemed to have been validly given on the date of such publication or, if published more than once, on the first date of such publication.

(2) Where the Subordinated Notes are no longer listed on SIX Swiss Exchange Ltd the Issuer shall deliver all notices concerning the Subordinated Notes to the Clearing System for communication by the

das Clearing System zur Weiterleitung durch das Clearing System an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 15

SCHLUSSBESTIMMUNGEN

[Im Fall, dass die Nachrangigen Schuldverschreibungen von einem ICSD oder von SIX SIS AG verwahrt werden, einfügen:

(1) *Anwendbares Recht.* [Form und] Inhalt der Nachrangigen Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht. Die Regelungen zum Status in § 3 bestimmen sich in jeder Hinsicht nach österreichischem Recht und sollen ausschließlich nach österreichischem Recht ausgelegt werden.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz, einfügen:

(1) *Anwendbares Recht.* Inhalt der Nachrangigen Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht. Die Regelungen zum Status in § 3 bestimmen sich in jeder Hinsicht nach österreichischem Recht und sollen ausschließlich nach österreichischem Recht ausgelegt werden. Die aus der Form und Verwahrung der Nachrangigen Schuldverschreibungen [im Tresor der Emittentin] [bei der OeKB] gemäß § 2(2)(b) dieser Bedingungen folgenden Rechtswirkungen unterliegen ebenfalls österreichischem Recht.]

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Nachrangigen Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht in Frankfurt am Main, Deutschland. Für Klagen von und gegen österreichische Konsumenten sind die im österreichischen Konsumentenschutzgesetz und in der Jurisdiktionsnorm zwingend vorgesehenen Gerichtsstände maßgeblich.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Nachrangigen 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 Nachrangigen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) indem er eine Bescheinigung der Depotbank (wie nachstehend definiert) beibringt, bei der er für die Nachrangigen Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige

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

§ 15

FINAL PROVISIONS

[In the case the Subordinated Notes are kept in custody by an ICSD or by SIX SIS AG, insert:

(1) *Applicable Law.* The Subordinated Notes, as to [form and] content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. The status provisions in § 3 shall be governed by, and shall be construed exclusively in accordance with, Austrian law.]

[In the case a Global Certificate is kept in custody pursuant to Austrian Depotgesetz, insert

(1) *Applicable Law.* The Subordinated Notes, as to content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. The status provisions in § 3 shall be governed by, and shall be construed exclusively in accordance with, Austrian law. The legal effect as to the form and the custody of the Subordinated Notes [in the safe of the Issuer] [at the OeKB] pursuant to § 2(2)(b) of these Conditions will be governed by the laws of Austria as well.]

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non exclusive jurisdiction for any action or other legal proceedings ("Proceedings") arising out of or in connection with the Subordinated Notes. Any claims raised by or against Austrian consumers shall be subject to the statutory jurisdiction set forth by the Austrian Consumer Protection Act and the Jurisdiction Act (*Jurisdiktionsnorm*).

(3) *Enforcement.* Any Holder of Subordinated Notes may in any Proceedings 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 Subordinated 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 Subordinated Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Subordinated Notes credited to such securities account on the date of such statement and

Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Nachrangigen Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) indem er eine Kopie der die betreffenden Nachrangigen Schuldverschreibungen verbriefenden Globalurkunde vorlegt, 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 Nachrangigen Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Nachrangigen Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Nachrangigen Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

(c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the Subordinated Notes in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Subordinated Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Subordinated Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Subordinated Notes also in any other way which is admitted in the country of the proceedings.

(4) *Sprache.*

(4) *Language.*

[Im Fall zweisprachiger Bedingungen und maßgeblicher deutscher Fassung einfügen:]

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

[In the case of bi-lingual Conditions with German binding insert:]

These 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 non-binding.]

[Im Fall einsprachig deutscher Bedingungen einfügen:]

Diese Bedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[In the case the Conditions are to be in English only insert:]

These Conditions are written in the English language only.]

[Im Fall zweisprachiger Bedingungen und maßgeblicher englischer Fassung einfügen:]

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

[In the case of bi-lingual Conditions with English binding insert:]

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is non-binding.]

**OPTION III -
ANLEIHEBEDINGUNGEN FÜR FUNDIERTE
BANKSCHULDVERSCHREIBUNGEN**

**§ 1
DEFINITIONEN**

"Bedingungen" bedeutet diese Anleihebedingungen der Fundierten Bankschuldverschreibungen, wie vervollständigt.

[Wenn Referenz-Zinssatz anwendbar, einfügen:]

"Bildschirmseite [[●]]" bedeutet [REUTERS Bildschirmseite [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg Seite CPTFEMU Index] **[Bildschirmseite und ggf. zusätzliche Angaben einfügen]** oder jede Nachfolgeseite.]

[Wenn Referenz-Swapsatz anwendbar, einfügen:]

"Bildschirmseite [[●]]" bedeutet [●]

[Wenn Referenzwert ist CMS-Satz, einfügen:]

"Bildschirmseite [[●]]" bedeutet [●]

"Clearing System" bedeutet **[im Fall von mehr als einem Clearing System einfügen:]** jeweils: [Clearstream Banking, S.A., Luxemburg, ("CBL")] [,] [und] [Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("Euroclear")] [(CBL und Euroclear sind jeweils ein "ICSD" (International Central Securities Depositary) und zusammen die "ICSDs")] [,] [und] [OeKB CSD GmbH ("OeKB")] [,] [und] [SIX SIS AG, Olten, Schweiz] [,] [und] **[anderes Clearing System angeben]**.

**OPTION III -
TERMS AND CONDITIONS FOR COVERED
BANK BONDS**

**§ 1
DEFINITIONS**

"Conditions" means these Terms and Conditions of the Covered Bank Bonds as completed.

[If Reference Interest Rate is applicable, insert:]

"Screen Page [[●]]" means [REUTERS Screen Page [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg page CPTFEMU Index] **[insert Screen Page and additional information if necessary]** or each successor page.]

[If Reference Swap Rate is applicable, insert:]

"Screen Page [[●]]" means [●]

[If Reference Rate is CMS Rate, insert:]

"Screen Page [[●]]" means [●]

"Clearing System" means **[if more than one Clearing System insert:]** each of: [Clearstream Banking, S.A., Luxembourg, ("CBL")] [,] [and] [Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")] [(CBL and Euroclear are each an "ICSD" (International Central Securities Depositary) and together the "ICSDs")] [,] [and] [OeKB CSD GmbH ("OeKB")] [,] [and] [SIX SIS AG, Olten, Switzerland] [,] [and] **[specify other Clearing System]**.

["Depotgesetz, DepG"]	bezeichnet das Bundesgesetz vom 22. Oktober 1969 über die Verwahrung und Anschaffung von Wertpapieren (Depotgesetz), BGBl. Nr. 424/1969 idgF.]	["Austrian Depotgesetz, DepG"]	means the Federal law on Custody and Acquisition of Securities of 22 October 1969 (<i>Depotgesetz</i>), BGBl. No. 424/1969 as amended]
["Geschäftstag"]	bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind] [falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]	["Business Day"]	means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") [is][are] operational] [if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].]
["Gläubiger"]	[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Fundierten Bankschuldverschreibungen.] [Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren anderen Rechts an den Fundierten Bankschuldverschreibungen die nach den Bestimmungen des Clearing Systems auf einen neuen Gläubiger übertragen werden können. In Bezug auf Fundierte Bank-	["Holder"]	[In the case of an issue where the Covered Bank Bonds are not kept in custody by SIX SIS AG, insert: means any holder of a co-ownership interest or other beneficial interest or right in the Covered Bank Bonds.] [In the case of an issue where the Covered Bank Bonds are kept in custody by SIX SIS AG, insert: means any holder of a proportionate co-ownership or other comparable beneficial interest or right in the Covered Bank Bonds which may be transferred to a new Holder in accordance with the provisions of the Clearing System. In respect of Covered Bank Bonds held

schuldverschreibungen, welche als Bucheffekten im Sinne des schweizerischen Bucheffektengesetzes gehalten werden, gelten als Gläubiger von Fundierten Bankschuldverschreibungen die Anleger, d.h. diejenigen Personen, mit Ausnahme der Verwahrungsstelle selbst, welche die Fundierten Bankschuldverschreibungen in einem bei der Verwahrungsstelle geführten Effektenkonto halten].]

in the form of intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), the Holders of Covered Bank Bonds will be the investors, i.e. the persons, other than intermediaries, holding the Covered Bank Bonds in a securities account with an Intermediary].]

[Wenn Referenzwert anwendbar ist, einfügen:

[If Reference Rate is applicable, insert:

"Referenzwert"

bedeutet einen Wert, [der] [dessen Entwicklung] [die Höhe] [eines/ des/der variablen Zinssatzes/Zinssätze] [und] [oder] [den Rückzahlungsbetrag] [und] [oder] [die Verzinsung für eine bestimmte Zinslaufperiode] [und] [oder] [die Laufzeit der Schuldverschreibungen] [eine andere Rechtsfolge einfügen] bestimmt (z.B. ein Zinssatz, ein Swapsatz, ein Wechselkurs, etc.).]

"Reference Rate"

means a value, [which] [the performance of which] determines [the height of a/the] [floating interest rate(s)] [and] [or] [the Redemption Amount] [and] [or] [if any interest will be paid for a certain interest period] [and] [or] [the maturity of the Notes] [insert any other legal consequence] (i.e. an interest rate, a Swap Rate, an exchange rate, etc.).]

[Wenn der Referenzwert ein Zinssatz ist einfügen:

[If the Reference Rate is an Interest Rate insert:

"Referenz-Zinssatz"

ist der Angebotssatz für den [Zahl]-Monats [EURIBOR][LIBOR][USD LIBOR][CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen], der auf der Bildschirmseite am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] gegen [11.00][maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche

"Reference Interest Rate"

means the offered quotation for the [number]-month [EURIBOR][LIBOR][USD LIBOR] [CHF LIBOR] [insert other currency LIBOR] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other reference interest rate] which appears on the Screen Page as of [11.00 a.m.] [insert other relevant time] ([insert relevant time zone]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day]

Zeitzone einfügen])
angezeigt wird.

[determine other day].

Sollte – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz [*per annum*] **[anderen Zeitraum einfügen]** ausgedrückt) für den Referenz-Zinssatz um ca. [11.00] **[maßgebliche Uhrzeit einfügen]** Uhr (**[maßgebliche Zeitzone einfügen]**) am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenz-Zinssatz [für die betreffende Zinslaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] **[andere Rundungsregel einfügen]** Prozent, wobei [0,0005][0,00005] [0,000005]**[andere Rundungsregel einfügen]** aufgerundet wird) dieser Angebotssätze[, jedoch zumindest 0,00 % p.a.], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenz-Zinssatz [für die betreffende Zinslaufperiode] [anderes Ereignis festlegen] der Satz [*per annum*] **[anderen Zeitraum einfügen]**, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] **[andere Rundungsregel einfügen]** Prozent, wobei [0,0005][0,00005][0,000005]**[andere Rundungsregel einfügen]** aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. [11.00]**[maßgebliche Uhrzeit einfügen]** Uhr (**[maßgebliche Zeitzone einfügen]**) an dem betreffenden [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] Einlagen in der festgelegten Währung für die betreffende Zinslaufperiode von führenden Banken im **[Finanzzentrum einfügen]** Interbanken-Markt [in der Euro-Zone] angeboten werden[, jedoch zumindest 0,00 % p.a.].

Für den Fall, dass der Referenz-Zinssatz nicht gemäß den vorstehenden Bestimmungen ermittelt werden kann, so ermittelt die Emittentin den Referenz-Zinssatz [für die betreffende Zinslaufperiode]**[anderes Ereignis festlegen]** nach ihrem billigen Ermessen gemäß § 317 Bürgerliches

If – other than in case of a Discontinuation Event (as defined below) - the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate [*per annum*] **[insert other period]** for the Reference Interest Rate at approximately [11.00 a. m.] **[insert relevant time]** (**[insert relevant time zone]**) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day]. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate [for such Interest Period] shall be the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth]**[insert other rounding rules]** of a percentage point, with [0.0005][0.00005] [0.000005]**[insert other rounding rules]** being rounded upwards) of such offered quotations[, however at least 0.00 per cent p.a.], all as determined by the Calculation Agent.

If on any [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate [for the relevant Interest Period] [determine other event] shall be the rate [*per annum*] **[insert other time period]** which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth] **[insert other rounding rules]** of a percentage point, with [0.0005][0.00005][0.000005]**[insert other rounding rules]** being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at [11.00 a.m.]**[insert relevant time]** (**[insert relevant time zone]**) on the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], deposits in the Specified Currency for the relevant Interest Period by leading banks in the **[insert financial centre]** interbank market [in the Euro-Zone] [, however at least 0.00 per cent p.a.].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate [for the relevant Interest Period] [define other event] at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") and

Gesetzbuch ("BGB") und unter Berücksichtigung der operativen Erfordernissen der Berechnungsstelle. Die Emittentin wird die Berechnungsstelle über jegliche Bestimmungen informieren, welche sie selbst gemäß den Bedingungen gemacht hat.

"Referenzbanken" bezeichnen die Niederlassungen von mindestens [vier] [**andere Anzahl einfügen**] bedeutenden Banken am [relevanten] [**maßgebliches Finanzzentrum einfügen**] Interbanken-Markt [in der Euro-Zone].]

Ersetzung des Referenz-Zinssatzes im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den Referenz-Zinssatz nicht mehr verwenden darf, oder (ii) der Administrator des Referenz-Zinssatzes die Berechnung und Veröffentlichung des Referenz-Zinssatzes dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des Referenz-Zinssatzes zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der Referenz-Zinssatz anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "**Einstellungsereignis**"), soll der Referenz-Zinssatz [am][an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen relevanten Tag/Tage definieren**] durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("**Nachfolge-Referenzzinssatz**"):

I) Der Referenz-Zinssatz soll durch den Referenzzinssatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des Referenz-Zinssatzes, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den Referenz-Zinssatz bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Fundierten Bankschuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren] der Nachfolge-Referenzzinssatz ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-Referenzzinssatz oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][anderen Betrag festlegen] wie unten dargestellt Anwendung;]

also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under this Conditions.

"Reference Banks" means the offices of not less than [four] [**insert other number**] major banks in the [relevant] [**insert relevant financial centre**] interbank market [in the Euro-Zone].]

Reference Interest Rate replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate, or (ii) the administrator of the Reference Interest Rate ceases to calculate and publish the Reference Interest Rate permanently or for an indefinite period of time, or (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the Reference Interest Rate is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on [the][each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day(s)**], by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Reference Interest Rate**") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Covered Bank Bonds in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest][or][the][[Interest Amount]][determine other rate or amount] as set out below;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem Referenz-Zinssatz vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem Referenz-Zinssatz vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des Referenz-Zinssatzes durch einen Nachfolge-Referenzzinssatz gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-Referenzzinssatz angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des Referenz-Zinssatzes vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][anderen Satz/Betrag festlegen] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-Referenzzinssatz [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den Referenz-Zinssatz, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-Referenzzinssatzes gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][determine other rate/amount] in order to follow market practice in relation to the Successor Reference Interest Rate [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination

[Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] bezüglich [der nachfolgenden Zinsenlaufperiode][anderes Ereignis/Tag definieren] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der Referenz-Zinssatz der Angebotssatz für den Referenz-Zinssatz ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren], an dem diese Angebotssätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinszahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein Swapsatz ist einfügen:

"Referenz-Swapsatz" ist der ["[Anzahl der Jahre/Monate einfügen]-[Jahres-][Monats-][relevante Währung einfügen][Swap Satz und bedeutet [[●]/Definition und Bildschirmseite einfügen].]

Sollte am Zinsenanpassungs-Bestimmungstag der [[Anzahl der Jahre/Monate

Day] [Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event/day] (the "**Procedures Determination Date**"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] ; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.])

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a Swap Rate insert:

"Reference Swap Rate" is ["[insert number of years/months] [year][months] [insert relevant currency] Swap Rate and means [[●]/ insert definition /Screen Page].]

If the [[insert number of years/months] [year][month] [insert relevant currency] Swap Rate] [insert other

einfügen]-[Jahres][Monats] Swap Satz][**relevante Währungs einfügen**] **[anderen Swap Satz einfügen]** nicht auf der Bildschirmseite angezeigt werden, so ist der [[Anzahl der Jahre/Monate einfügen]-[Jahres][Monats] **[relevante Währung einfügen]** Swap Satz][anderen Swap Satz einfügen] der Zinsanpassungs-Referenzbanksatz (wie nachstehend definiert) an diesem Zinsanpassungs-Bestimmungstag.

"Zinsanpassungs-Referenzbanksatz" ist der von der Berechnungsstelle festgestellte Prozentsatz, der auf Grundlage der [[Anzahl der Jahre/Monate einfügen]-[Jahres][Monats] Swap Satz][anderen Swap Satz einfügen] Angebotssätze (wie nachstehend definiert), die von [fünf] [andere Anzahl einfügen] führenden [Swap] Dealern im Interbankenmarkt (die "Zinsanpassungs-Referenzbanken") am Zinsanpassungs-Bestimmungstag gegen [Zeit einfügen] Uhr ([Zeitzone einfügen]) der Berechnungsstelle gemeldet werden, festgelegt wird. Soweit mindestens [drei] [andere Anzahl einfügen] Sätze mitgeteilt wurden, wird der Zinsanpassungs-Referenzbanksatz auf den arithmetischen Mittelwert der Angebotssätze festgelegt, indem der höchste Angebotssatz (oder, im Falle von gleicher Höhe, einer der höchsten Angebotssätze) und der niedrigste Angebotssatz (oder, im Falle von gleicher Höhe, einer der niedrigsten) nicht berücksichtigt werden. Sofern der Zinsanpassungs-Referenzbanksatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes bestimmt werden kann, entspricht der Zinsanpassungs-Referenzbanksatz dem zuletzt auf der Bildschirmseite angezeigten [[Anzahl der Jahre/Monate einfügen]-[Jahres] Swap Satz][anderen Swap Satz einfügen], wie er von der Berechnungsstelle bestimmt wird.

["[[Anzahl der Jahre/Monate einfügen]-[Jahres][Monats] Swap Satz][**anderen Swap Satz einfügen**] Angebotssatz" bedeutet den arithmetischen Mittelwert von Kauf- und Verkaufssätzen für den Festzinssatz (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) für einen **[Referenzswap einfügen]**, der (i) eine **[Anzahl der [Jahre][Monate] einfügen]** Laufzeit hat, beginnend mit dem Zinsanpassungstag, (ii) ein Betrag ist, der ein repräsentativer Wert für eine einzelne Transaktion im relevanten Markt zum jeweiligen Zeitpunkt mit einem anerkannten Dealer mit guter Bonität auf dem Swapmarkt ist und (iii) einen variablen Zinssatz auf Basis des **[Referenzzinssatz einfügen]** (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) hat.]

[ggf. andere Definitionen für Angebotssatz einfügen]

Ersetzung eines [Referenz-Swapsatzes] **[anderen Angebotssatz einfügen]** im Fall eines

swap rate] is not displayed on the Screen Page on the Interest Adjustment Determination Date, the [[insert number of years/months] [year][month] **[insert relevant currency]**Swap Rate] [insert other swap rate] is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"Reset Reference Bank Rate" means the percentage rate determined by the Calculation Agent on the basis of the [[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] Quotations (as defined below) provided by [five] [insert other number] leading swap dealers in the interbank market (the "Reset Reference Banks") to the Calculation Agent at approximately [insert time] ([insert time zone]), on the Interest Adjustment Determination Date. If at least [three] [insert other number] quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last [[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] available on the Screen Page as determined by the Calculation Agent.

["[[insert number of years/months] [year][month] Swap Rate] **[insert other swap rate]** Quotation" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on **[insert day count fraction]**) of a [insert reference swap rate] which (i) has a term of **[insert number of [years][months]]** commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the **[insert reference interest rate]** (calculated on an **[insert day count fraction]** basis).]

[insert other definitions for Quotation]

[Reference Swap Rate][insert other definition for quotation] replacement in case of a Discontinuation

Einstellungereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] nicht mehr verwenden darf, oder (ii) der Administrator des [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] die Berechnung und Veröffentlichung des [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "**Einstellungereignis**"), soll der [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] [am] [an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen relevanten Tag/Tag definieren**] durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("**Nachfolge-Angebotssatz**");

I) Der [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [Referenz-Swapsatz][**anderen Angebotssatz einfügen**], die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**] der **Nachfolge-Angebotssatz** ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem **Nachfolge-Angebotssatz** oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][**anderen Betrag festlegen**] wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem [Referenz-Swapsatz][**anderen Angebotssatz**

Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Swap Rate][**insert other definition for quotation**], or (ii) the administrator of the [Reference Swap Rate][**insert other definition for quotation**] ceases to calculate and publish the [Reference Swap Rate][**insert other definition for quotation**] permanently or for an indefinite period of time, or (iii) the administrator of the [Reference Swap Rate][**insert other definition for quotation**] becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Swap Rate][**insert other definition for quotation**] is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the [Reference Swap Rate][**insert other definition for quotation**] shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day(s)**], by a rate determined or procured, as the case may be, by the Issuer (the "**Successor Quotation Rate**") according to the following paragraphs in the order of I)-III):

I) The [Reference Swap Rate][**insert other definition for quotation**] shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][**insert other definition for quotation**], the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][**insert other definition for quotation**] and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**], the **Successor Quotation Rate** was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such **Successor Quotation Rate** or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount][**determine other rate or amount**] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][**insert other definition for quotation**], provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap

einfügen] vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** durch einen **Nachfolge-Angebotssatz** gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den **Nachfolge-Angebotssatz** angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des [Referenz-Swapsatz][**anderen Angebotssatz einfügen]** vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][**anderen Satz/ Betrag festlegen]** erforderlich sind, angeben, um der Marktpraxis in Bezug auf den **Nachfolge-Angebotssatz** [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den [Referenz-Swapsatz][**anderen Angebotssatz einfügen]**, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines **Nachfolge-Angebotssatz** gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen]** bezüglich [der nachfolgenden Zinsenlaufperiode][**anderes Ereignis/Tag definieren]** ("**Verfahrensfest-**

Rate)[**insert other definition for quotation]**], then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][**insert other definition for quotation]** with a **Successor Quotation Rate** in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the **Successor Quotation Rate**, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][**insert other definition for quotation]** before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][**determine other rate/amount]** in order to follow market practice in relation to the **Successor Quotation Rate** [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [Reference Swap Rate][**insert other definition for quotation]** determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a **Successor Quotation Rate** according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day]** relating to the [next succeeding Interest Period][**determine other event/day]** (the

setzungstag") entscheiden:

[a)] dass der [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] jener [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][[Referenz-Swapsatz][**anderen Angebotssatz einfügen**]] ab dem letzten [Kupontermin] [Zinszahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][[Referenz-Swapsatz][**anderen Angebotssatz einfügen**]].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein CMS-Satz ist einfügen:

"Referenz-CMS-Satz" ("CMS") ist der [Anzahl der Monate einfügen] Swapsatz bezüglich [**maßgebliche Währung einfügen**] denominierten Swap Transaktionen mit Laufzeit[en] von [**maßgebliche Laufzeit[en] einfügen**], der auf der Bildschirmseite [[•]] am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] unter der Bildüberschrift [und in der Spalte]

"Procedures Determination Date"):

[a)] that the [Reference Swap Rate][**insert other definition for quotation**] shall be such [Reference Swap Rate][**insert other definition for quotation**] which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] ; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(i) the Series of Notes subject to redemption;

(ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][[Reference Swap Rate][**insert other definition for quotation**]] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][[Reference Swap Rate][**insert other definition for quotation**]] applicable to the immediately preceding Interest Period.]]

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a CMS Rate insert:

"Reference CMS Rate" ("CMS") is the [**insert number of months**] swap rate for [**insert relevant currency**] swap transactions with a maturity of [**insert relevant period[s]**], which appears on the Screen Page [[•]] on the [Interest Determination Date][Reference Rate Determination Date] [Observation Day] [**determine other day**] [under the heading [and in the column] [**insert relevant heading [and column]**] as

[maßgebliche Bildschirmüberschrift [und Spalte einfügen] gegen [11:00 Uhr] **[maßgebliche Zeit einfügen]** ([relevante Zeitzone einfügen]) angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Hat – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - die Bildschirmseite dauerhaft aufgehört, den jeweiligen **[maßgebliche Währung einfügen]** CMS anzugeben, ist diese Quotierung jedoch auf einer anderen von der Emittentin nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die "Ersatzbildschirmseite") und der Berechnungsstelle mitgeteilt worden, wird die Ersatzbildschirmseite zum Zweck der **[Zinssatzberechnung]** **[anderen Berechnungsgrund festlegen]** eingesetzt.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird der jeweils maßgebliche **[maßgebliche Währung einfügen]** CMS nicht angezeigt (in jedem dieser Fälle zu der genannten Zeit) und ist nach Bestätigung der Emittentin keine Ersatzbildschirmseite verfügbar, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) das arithmetische Mittel der Geld- und Briefkurse für die **[jährliche]** festverzinsliche Seite eines **[maßgebliche Währung einfügen]** Zinsswaps für die maßgebliche Laufzeit in einer Höhe, die repräsentativ für eine einzelne Swap Transaktion im Markt für Swaps ist (jeweils als Prozentsatz *per annum* ausgedrückt) gegenüber einem anerkannten Händler in Swaps im Markt für Swaps um ca. [11.00 Uhr] **[maßgebliche Uhrzeit einfügen]** (**[relevante Zeitzone einfügen]**) am **[Zinsfestlegungstag]** **[Referenzwert-Feststellungstag]** **[Beobachtungstag]** **[anderen Tag festlegen]** anfordern.

Falls drei oder mehr Referenzbanken der Berechnungsstelle solche Quotierungen nennen, ist der **[maßgebliche Währung einfügen]** CMS [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet) dieser Quotierungen, wobei die höchste bzw. eine der höchsten Quotierungen bei identischen Quotierungen und die niedrigste Quotierung bzw. eine der niedrigsten Quotierungen bei identischen Quotierungen nicht mitgezählt werden, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls nur zwei oder weniger Referenzbanken der Berechnungsstelle solche Quotierung nennen, so ist der **[maßgebliche Währung einfügen]** CMS [für diese Zinsenlaufperiode] der Satz, wie er auf der Bildschirmseite an dem letzten Tag vor dem **[jeweiligen Zinsfestlegungstag]** **[Referenzwert-Feststellungstag]** **[Beobachtungstag]** **[anderen Tag festlegen]**, an dem dieser Satz noch angezeigt wurde, angezeigt worden ist.

of [11:00 a.m.] **[insert relevant time]** (**[insert relevant time zone]**), all as determined by the Calculation Agent.

If – other than in case of a Discontinuation Event (as defined below) - the Screen Page permanently ceases to quote the relevant **[insert relevant currency]** CMS but such quotation is available from another page selected by the Issuer in equitable discretion (the "Replacement Screen Page") and notified to the Calculation Agent, the Replacement Screen Page shall be used for the purpose of the calculation of the [Rate of Interest]**[determine other reason of calculation]**.

If the Screen Page is not available or if no such **[insert relevant currency]** CMS appears (in each case as at such time), and the Issuer confirms there is no Replacement Screen Page available, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the arithmetic mean of the bid and offered rates for an [annual] fixed leg of a **[insert relevant currency]** interest rate swap transaction for the relevant maturity in an amount that is representative for a single swap transaction in the market for swaps (expressed as a percentage rate *per annum*) with an acknowledged dealer of good credit in the swap market at approximately [11.00 a.m.] **[insert relevant time]** (**[insert relevant time zone]**) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]**.

If three or more of the Reference Banks provide the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for such Interest Period] shall be the arithmetic mean (rounded up- or down-wards if necessary) of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in case of equality, one of the lowest), all as determined by the Calculation Agent.

If only two or less of the Reference Banks provides the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for the relevant Interest Period] shall be the rate as displayed on the Screen Page on the last day preceding the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]** on which such rate was displayed.

"Referenzbanken" bezeichnet diejenigen Niederlassungen von [fünf] **[maßgebliche Anzahl einfügen]** führenden Swap-Händlern im Interbanken-Markt.]

"Reference Banks" means those offices of [five] **[insert relevant number]** leading swap dealers in the interbank market.]

*Ersetzung des **[maßgebliche Währung einfügen]** CMS im Fall eines Einstellungsereignisses.* Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den **[maßgebliche Währung einfügen]** CMS nicht mehr verwenden darf, oder (ii) der Administrator des **[maßgebliche Währung einfügen]** CMS die Berechnung und Veröffentlichung des **[maßgebliche Währung einfügen]** CMS dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des **[maßgebliche Währung einfügen]** CMS zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der **[maßgebliche Währung einfügen]** CMS anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungsereignis"), soll der **[maßgebliche Währung einfügen]** CMS [am/an jedem relevanten Zinsfestlegungstag] [am/an [jedem] Referenzwert-Feststellungstag] [am /an jedem Beobachtungstag] **[anderen Tag definieren]** durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("Nachfolge-CMS"):

I) Der **[maßgebliche Währung einfügen]** CMS soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des **[maßgebliche Währung einfügen]** CMS, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Satz für den **[maßgebliche Währung einfügen]** CMS bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag **[anderen Tag festlegen]**] der Nachfolge-CMS ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-CMS oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des Zinssatzes oder des Zinsbetrags wie unten dargestellt Anwendung;]

[Insert relevant currency] CMS replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the **[Insert relevant currency]** CMS, or (ii) the administrator of the **[Insert relevant currency]** CMS ceases to calculate and publish the **[Insert relevant currency]** CMS permanently or for an indefinite period of time, or (iii) the administrator of the **[Insert relevant currency]** CMS becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the **[Insert relevant currency]** CMS is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the **[Insert relevant currency]** CMS shall be replaced, on [the/each relevant Interest Determination Date] [the Reference Rate Determination Day] [the/each Observation Day] **[determine other day]**, by a rate determined or procured, as the case may be, by the Issuer (the "Successor CMS") according to the following paragraphs in the order of I)-III):

I) The **[Insert relevant currency]** CMS shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the **[Insert relevant currency]** CMS, the competent central bank or a regulatory or supervisory authority as the successor rate for the **[Insert relevant currency]** CMS and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]**, the Successor CMS was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor CMS or any adjustments or changes made in relation thereto or relating to the determination of the Rate of Interest or the Interest Amount as set out below;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem **[maßgebliche Währung einfügen]** CMS vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem **[maßgebliche Währung einfügen]** CMS vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des **[maßgebliche Währung einfügen]** CMS durch einen Nachfolge-CMS gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Anpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-CMS angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des **[maßgebliche Währung einfügen]** CMS vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags]**[anderen Satz/ Betrag festlegen]** erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-CMS [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den **[maßgebliche Währung einfügen]** CMS, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-CMS gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the **[Insert relevant currency]** CMS, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the **[Insert relevant currency]** CMS, then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the **[Insert relevant currency]** CMS with a Successor CMS in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor CMS, for the purpose of achieving a result which is consistent with the economic substance of the **[Insert relevant currency]** CMS before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount]**[determine other rate / amount]** in order to follow market practice in relation to the Successor CMS [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the **[Insert relevant currency]** CMS determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor CMS according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest

später als drei Geschäftstage vor dem [Zinsfestlegungstag][Referenzwert-Feststellungstag][Beobachtungstag][**anderen Tag festlegen**] bezüglich [der nachfolgenden Zinsenlaufperiode][**anderes Ereignis/Tag festlegen**] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der [**maßgebliche Währung einfügen**] CMS jener [**maßgebliche Währung einfügen**] CMS ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

- (i) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;
- (ii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und
- (iii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz] [Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinszahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] relating to the [next succeeding Interest Period][**determine other event/day**] (the "**Procedures Determination Date**"):

[a)] that the [**Insert relevant currency**] CMS shall be such [**Insert relevant currency**] CMS which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were displayed and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

- (i) the Series of Notes subject to redemption;
- (ii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and
- (iii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.]]

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

["TARGET-Geschäftstag"	bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit ist.]	["TARGET Business Day"	means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") is operational.]
["Zinsfestlegungstag"	bezeichnet den [[zweiten] [zutreffende andere Zahl von Tagen einfügen] [TARGET][,] [und][sämtliche relevante Finanzzentren einfügen] Geschäftstag vor [Beginn] [Ende] der jeweiligen Zinslaufperiode.] [ersten Tag der jeweiligen Zinslaufperiode.]] [[•] Geschäftstag vor [dem Ende][dem Kupon-tag] der entsprechenden Zinslaufperiode.]	["Interest Determination Date"	means the [[second] [insert other applicable number of days] [TARGET][,][and][insert all relevant financial centres] Business Day prior to the [commencement] [end] of the relevant Interest Period.] [first day of the relevant Interest Period.]] [[•] Business Day prior to [the expiry] [the Coupon Date] of the relevant Interest Period.]]
"Zinslaufperiode"	bezeichnet den Zeitraum, für welchen Zinsen berechnet und bezahlt werden.	"Interest Period"	means the period for which interest is calculated and paid.

§ 2 WÄHRUNG, STÜCKELUNG, EMISSIONSTAG(E), VERBRIEFUNG, VERWAHRUNG

(1) *Währung – Stückelung – Emissionstag[e]*. Diese Serie **[Nummer der Serie und Bezeichnung einfügen]**, **[Tranche einfügen]** von Fundierten Bankschuldverschreibungen (die "Fundierten Bankschuldverschreibungen") der Raiffeisen Bank International AG (die "Emittentin") wird [am **[Emissionstag einfügen]** ("Emissionstag")][ab dem **[Erst-Emissionstag einfügen]** ("Erst-Emissionstag")] mit offener Begebungsfrist ("Daueremission") in **[Festgelegte Währung einfügen]** (die "Festgelegte Währung") im Gesamtnennbetrag von [bis zu]**[Gesamtnennbetrag einfügen]** (in Worten: **[Gesamtnennbetrag in Worten einfügen]**) in der Stückelung von **[Festgelegte Stückelung einfügen]** (die "Festgelegte Stückelung") begeben.

§ 2 CURRENCY, DENOMINATION, ISSUE DATE(S), FORM, CUSTODY

(1) *Currency – Denomination - Issue Date[s]*. This Series **[insert number of the Series and name]**, **[insert Tranche]** of Covered Bank Bonds (the "Covered Bank Bonds") of Raiffeisen Bank International AG (the "Issuer") is being issued [on **[insert Issue Date]** (the "Issue Date")][from **[insert Initial Issue Date]** (the "Initial Issue Date")] within an open issuance period ("Open Issuance Period") in **[insert Specified Currency]** (the "Specified Currency") in the aggregate principal amount of [up to]**[aggregate principal amount]** (in words: **[aggregate principal amount in words]**) in the denomination of **[insert Specified Denomination]** (the "Specified Denomination").

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

(2) Verbriefung. Die Fundierten Bankschuldverschreibungen lauten auf den Inhaber.

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(a) *Sammelurkunde nach österreichischem Depotgesetz.* Die auf den Inhaber lautenden Fundierten Bankschuldverschreibungen werden zur Gänze durch eine [oder mehrere] **[Im Fall einer veränderbaren Sammelurkunde einfügen:** veränderbare] **[Im Fall einer nicht veränderbaren Sammelurkunde einfügen:** nicht veränderbare] Sammelurkunde[n] (§ 24 lit. b DepG) vertreten, welche die firmenmäßige Zeichnung der Emittentin (Unterschrift zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin) [trägt][tragen] (die "Sammelurkunde[n]"). **[Im Fall einer veränderbaren Sammelurkunde einfügen:** Erhöht oder vermindert sich das ausgegebene Nominale der Fundierten Bankschuldverschreibungen, wird die Sammelurkunde entsprechend angepasst.] Einzelurkunden und Zinsscheine werden nicht ausgegeben.

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Dauerglobalurkunde nach deutschem Recht verbrieft sind, einfügen:

(b) *Dauerglobalurkunde nach deutschem Recht.* Die Fundierten Bankschuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

[Im Fall von Fundierten Bankschuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde nach deutschem Recht verbrieft sind, die gegen eine Dauerglobalurkunde ausgetauscht werden soll, einfügen:

(b) Vorläufige Globalurkunde – Austausch – Dauerglobalurkunde nach deutschem Recht.

(i) Die Fundierten Bankschuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "Vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Fundierte Bankschuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde", und

[In the case of a Covered Bank Bond issue where the Covered Bank Bonds are not kept in custody by SIX SIS AG, insert:

(2) *Form.* The Covered Bank Bonds are being issued in bearer form.

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(a) *Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz.* Covered Bank Bonds in bearer form will be represented in their entirety by [a] **[In case of a changeable Global Certificate, insert:** changeable] **[In case of a non-changeable Global Certificate, insert:** non-changeable] global certificate[s] (§ 24 lit. b DepG) signed by the company signature of the Issuer (signature of two duly authorised signatories of the Issuer) (the "Global Certificate[s]"). **[In case of a changeable Global Certificate, insert:** If the issued principal amount of the Covered Bank Bonds shall be increased or decreased the Global Certificate will be adjusted accordingly.] Definitive notes and interest coupons will not be issued.

[In the case of Covered Bank Bonds which are represented by a Permanent Global Note governed by German law, insert:

(b) *Permanent Global Note governed by German law.* The Covered Bank Bonds are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.])

[In the case of Covered Bank Bonds which are initially represented by a Temporary Global Note governed by German law to be exchanged for a Permanent Global Note, insert:

(b) Temporary Global Note – Exchange – Permanent Global Note governed by German law.

(i) The Covered Bank Bonds are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Covered Bank Bonds in the Specified Denomination represented by a permanent global note (the "Permanent Global Note" and, together with the Temporary Global Note, the "Global

zusammen mit der vorläufigen Globalurkunde, die "Globalurkunden" und jeweils eine "Globalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die Vorläufige Globalurkunde und die Dauer-globalurkunde tragen jeweils die Unterschriften von zwei ordnungsgemäß bevollmächtigten Vertretern der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(ii) Die Vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Der Austauschtag für einen solchen Austausch soll nicht weniger als 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Fundierten Bankschuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Fundierten Bankschuldverschreibungen über solche Finanzinstitute halten). Zinsenzahlungen auf durch eine Vorläufige Globalurkunde verbriefte Fundierte Bankschuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinsenzahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß Absatz (b) dieses § 2 Absatz (2) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(3) *Verwahrung – Clearing System.* Die Globalurkunde wird so lange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Fundierten Bankschuldverschreibungen erfüllt sind.

[Im Fall, dass die Fundierten Bankschuldverschreibungen von einem ICSD verwahrt werden, einfügen:

Notes" and, each a "Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by two duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Temporary Global Note. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Covered Bank Bonds represented by the Temporary Global Note is not a U. S. person (other than certain financial institutions or certain persons holding Covered Bank Bonds through such financial institutions). Payment of interest on Covered Bank Bonds 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 subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "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).]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate governed by Austrian Depotgesetz, insert:

(3) *Custody – Clearing System.* The Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Covered Bank Bonds have been satisfied.

[In the case of Covered Bank Bonds kept in custody on behalf of the ICSDs:

[Im Fall, dass die Globalurkunde eine NGN ist, einfügen: Die Fundierten Bankschuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem Common Safekeeper im Namen beider ICSDs verwahrt.]

[Im Fall, dass die Globalurkunde eine CGN ist, einfügen: Die Fundierten Bankschuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

[Im Fall von Verwahrung bei Euroclear und CBL und dass die Globalurkunde eine NGN ist, einfügen: Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Fundierten Bankschuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Fundierten Bankschuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Fundierten Bankschuldverschreibungen und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bestätigung mit dem Nennbetrag der so verbrieften Fundierten Bankschuldverschreibungen ist in jedem Zeitpunkt ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD. [Für das technische Verfahren der ICSDs im Falle der Ausübung einer Call Option hinsichtlich einer teilweisen Rückzahlung wird der ausstehende Rückzahlungsbetrag entweder als reduzierter Nennbetrag oder als Poolfaktor nach Ermessen der ICSDs in das Register der ICSDs aufgenommen.]

Bei jeder Rückzahlung oder jedem Kauf durch oder für die Emittentin und jeder Entwertung von Fundierten Bankschuldverschreibungen, die durch diese [(Vorläufige)]/[(Dauer-)]Globalurkunde verbrieft werden, werden die Einzelheiten der Rückzahlung oder des Kaufs und der Entwertung von der oder für die Emittentin in den Registern der ICSDs vermerkt.]]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz im Tresor der Emittentin, einfügen:

(3) *Verwahrung - Tresor.* Die Sammelurkunde wird für die Dauer der Laufzeit der Fundierten Bankschuldverschreibungen im Tresor der Emittentin hinterlegt. Den Inhabern der Fundierten Bankschuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu, die innerhalb der bankspezifischen Wertpapier- und Depotsysteme der Emittentin übertragen werden können.]

[In the case that the Global Note is an NGN, insert: The Covered Bank Bonds are issued in New Global Note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[In the case that the Global Note is a CGN, insert: The Covered Bank Bonds are issued in Classical Global Note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

[In the case of Euroclear and CBL and if the Global Note is a NGN insert: The aggregate principal amount of Covered Bank Bonds represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Covered Bank Bonds) shall be conclusive evidence of the aggregate principal amount of the Covered Bank Bonds represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Covered Bank Bonds so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. [For technical procedure of the ICSDs, in the case of the exercise of a Call Option relating to a partial redemption the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.]

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Covered Bank Bonds represented by this [(Temporary)]/[(Permanent)] Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the records of the ICSDs.]]

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody in the safe of the Issuer, insert:

(3) *Custody - Safe.* The Global Certificate is kept in custody in the safe of the Issuer for the period of the Covered Bank Bonds. The Holders of the Covered Bank Bonds are entitled to co-ownership interests in the Global Certificate which can be transferred within the bankspecific securities and depository systems of the Issuer.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz bei der OeKB CSD GmbH, einfügen:

(3) *Verwahrung* – OeKB CSD GmbH. Die Sammelurkunde wird für die Dauer der Laufzeit der Fundierten Bankschuldverschreibungen bei der OeKB CSD GmbH ("OeKB") als Wertpapiersammelbank hinterlegt. Den Inhabern der Fundierten Bankschuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu[, die innerhalb Österreichs gemäß den Regelungen und Bestimmungen der OeKB übertragen werden können].]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(2) *Verbriefung*: Die Fundierten Bankschuldverschreibungen lauten auf den Inhaber.

(a) *Dauerglobalurkunde*. Die Fundierten Bankschuldverschreibungen und alle damit verbundenen Rechte sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinskupons verbrieft. Die Dauerglobalurkunde trägt die Unterschriften [zweier] **[maßgebliche Anzahl einfügen]** ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinskupons werden, außer in den in (b) vorgesehen Fällen, nicht ausgegeben.

Die Dauerglobalurkunde wird durch die Schweizer Hauptzahlstelle bei der SIX SIS AG, Olten, Schweiz, oder einer anderen in der Schweiz von der SIX Swiss Exchange AG anerkannten Verwahrungsstelle ("SIX SIS AG" oder jede andere Verwahrungsstelle, die "Verwahrungsstelle") hinterlegt. Sobald die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist und den Effektenkonten eines oder mehrerer Teilnehmer der Verwahrungsstelle gutgeschrieben wurde, stellen die Fundierten Bankschuldverschreibungen Bucheffekten ("Bucheffekten") gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes dar. Die Unterlagen der Verwahrungsstelle bestimmen die Anzahl der Fundierten Bankschuldverschreibungen, welche durch jeden Teilnehmer der Verwahrungsstelle gehalten wird. In Bezug auf Fundierte Bankschuldverschreibungen, welche in der Form von Bucheffekten gehalten werden, sind diejenigen Personen die Gläubiger, welche die Fundierten Bankschuldverschreibungen in einem Effektenkonto halten.

Jedem Gläubiger steht im Umfang seiner Forderungen gegen die Emittentin ein sachenrechtlicher Miteigentumsanteil an der Dauerglobalurkunde zu, wobei, solange die Dauerglobalurkunde bei der

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody by OeKB CSD GmbH insert:

(3) *Custody* – OeKB CSD GmbH. The Global Certificate is kept in custody by OeKB CSD GmbH ("OeKB") as central depository for securities (*Wertpapiersammelbank*) for the period of the Covered Bank Bonds. The Holders of the Covered Bank Bonds are entitled to co-ownership interests in the Global Certificate [which can be transferred inside Austria according to the rules and regulations of OeKB].]

[In the case of an issue where the Covered Bank Bonds are kept in custody by SIX SIS AG, insert:

(2) *Form*. The Covered Bank Bonds are being issued in bearer form.

(a) *Permanent Global Note*. The Covered Bank Bonds and all rights in connection therewith are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by [two] **[insert relevant number]** authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent (*Schweizer Hauptzahlstelle*). Definitive notes and interest coupons will not be issued other than in circumstances described in (b) below.

The Permanent Global Note shall be deposited by the Swiss Principal Paying Agent with SIX SIS AG, Olten, Switzerland or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd ("SIX SIS AG" or any such other intermediary, the "Intermediary"). Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Covered Bank Bonds will constitute intermediated securities (*Bucheffekten*) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). The records of the Intermediary will determine the number of Covered Bank Bonds held through each participant in that Intermediary. In respect of the Covered Bank Bonds held in the form of Intermediated Securities, the holders of the Covered Bank Bonds will be the persons holding the Covered Bank Bonds in a securities account.

Each Holder shall have a proportionate co-ownership interest in the Permanent Global Note to the extent of his claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with

Verwahrungsstelle hinterlegt ist, dieser Miteigentumsanteil suspendiert ist und über die Fundierten Bankschuldverschreibungen nur durch Gutschrift der zu übertragenden Fundierten Bankschuldverschreibungen in einem Effektenkonto des Empfängers gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes über die Übertragung von Bucheffekten verfügt werden kann.

(b) *Einzelurkunden und Zinskupons.* Die Dauerglobalurkunde wird nicht nach Wahl der Gläubiger, sondern ausschließlich auf Verlangen der Schweizer Hauptzahlstelle vollständig und nicht teilweise gegen Einzelurkunden ausgetauscht, wenn die Schweizer Hauptzahlstelle einen solchen Austausch für notwendig oder nützlich hält oder wenn dies nach schweizerischem oder einem anderen Recht im Zusammenhang mit der gerichtlichen Geltendmachung von Rechten aus den Fundierten Bankschuldverschreibungen erforderlich wird. In einem solchen Fall werden die Einzelurkunden und Zinskupons die faksimilierten Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin tragen, von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen, und gemäß den Vorschriften der SIX SIS AG kostenfrei für die Gläubiger gedruckt. Nach Auslieferung der Einzelurkunden wird die Dauerglobalurkunde unverzüglich durch die Schweizer Hauptzahlstelle annulliert und die Einzelurkunden werden den Gläubigern gegen Annullierung der Fundierten Bankschuldverschreibungen in den Effektenkonti der Gläubiger ausgeliefert.

(3) *Verwahrung – Clearing System.* Die die Fundierten Bankschuldverschreibungen verbriefende Globalurkunde wird von dem oder im Namen des Clearing Systems verwahrt. "Clearing System" bedeutet im Sinne [dieses Paragraphen] [dieser Bedingungen] SIX SIS AG und jeden Funktionsnachfolger.]

§ 3 STATUS

(1) *Zulässigkeit.* Nach Maßgabe der Bestimmungen des österreichischen Gesetzes betreffend fundierte Bankschuldverschreibungen (FBSchVG) idGF sowie unbeschadet eingegangener Negativ-Verpflichtungen aus bestehenden oder künftigen Titeln ist die Emittentin berechtigt, Tranchen/Serien Fundierter Bankschuldverschreibungen zu begeben.

(2) *Status.* [Fundierte Bankschuldverschreibungen] Fundierte Bankschuldverschreibungen begründen besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in Bezug auf denselben Deckungsstock untereinander gleichrangig sind.

the Intermediary the co-ownership interest shall be suspended and the Covered Bank Bonds may only be transferred or otherwise disposed of by the entry of the transferred Covered Bank Bonds in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act regarding the transfer of Intermediated Securities.

(b) *Definitive notes and Coupons.* The Permanent Global Note will not be exchangeable at the option of the Holders, but may be exchanged for definitive notes in whole but not in part solely at the option of the Swiss Principal Paying Agent should it deem such exchange to be necessary or useful or if the presentation of definitive notes is required by Swiss or foreign laws and regulations in connection with the enforcement of rights in respect of the Covered Bank Bonds. In such case, the definitive notes and coupons shall be signed in facsimile by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent and printed in accordance with the rules and regulations of SIX SIS AG at no cost to the Holders. Upon delivery of the definitive notes, the Permanent Global Note will immediately be cancelled by the Swiss Principal Paying Agent and the definitive notes shall be delivered to the Holders against cancellation of the Covered Bank Bonds in the Holders' securities accounts.

(3) *Custody – Clearing System.* The Global Note representing the Covered Bank Bonds will be kept in custody by or on behalf of the Clearing System. "Clearing System" means for the purpose of [this paragraph] [these Conditions] SIX SIS AG and any successor in such capacity.]

§ 3 STATUS

(1) *Permissibility.* Pursuant to the provisions of the Austrian Act on Covered Bank Bonds (*Gesetz betreffend fundierte Bankschuldverschreibungen – "FBSchVG"*) as amended, and notwithstanding any negative pledges given with respect to existing or future debt instruments, the Issuer is entitled to issue tranches/series of Covered Bank Bonds.

(2) *Status.* [Covered Bank Bonds] Covered Bank Bonds constitute secured and unsubordinated obligations of the Issuer ranking *pari passu* amongst themselves with respect to the same cover pool.

(3) *Deckung.*

[Die Ansprüche aus den Fundierten Bankschuldverschreibungen sind vorzugsweise durch folgenden Deckungsstock gedeckt: **[Bezeichnung des Deckungsstockes einfügen]**]

Wird über das Vermögen der Emittentin der Konkurs eröffnet, so bilden die im Deckungsregister eingetragenen Vermögenswerte eine Sondermasse für die Forderungen der Gläubiger der fundierten Bankschuldverschreibungen.

**§ 4
ZINSEN**

[Im Fall von Festzins-Fundierten Bankschuldverschreibungen einfügen:

(1) *Zinssatz, Zinsenlaufperiode[n].*

(a) Die Fundierten Bankschuldverschreibungen werden ab dem **[Datum einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [letzten] Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] Zinsenzahlungstag][Rückzahlungstag]** (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag]** (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag]** (jeweils ausschließlich)].

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) Der Zinssatz beträgt [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen].

(3) *Cover Pool.*

[The claims of the Holders of the Covered Bank Bonds are preferentially covered by the following cover pool: **[insert Identification of Cover Pool]**]

If insolvency proceedings are instituted with respect to the Issuer's assets, the assets registered in the cover register will constitute a special pool of assets for the satisfaction of creditors' claims under the Covered Bank Bonds.

**§ 4
INTEREST**

[In case of Fixed Rate Covered Bank Bonds insert:

(1) *Rate of Interest, Interest Period[s].*

(a) The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: [last] Coupon date]** **[in case of an adjustment of Interest Period insert: Maturity Date (as defined in § 6(1)).]**

[An][The] "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] Coupon Date]** **[in case of an adjustment of Interest Period insert: [first] Interest Payment Date][Maturity Date]** [and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date]** **[in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date]** **[in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].]**

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]**.

(2) *Kupontermin[e], Zinsenzahlungstag[e]*. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist am **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

Zinsen auf die Fundierten Bankschuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [erster Kupontermin ist: [●]] [letzter Kupontermin ist: [●]].]

(3) *Berechnung der Zinsen für Teile von Zeiträumen*. Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Step-Up/Step-Down Stufenzins Fundierten Bankschuldverschreibungen mit festen Zinssätzen einfügen:

(1) *Zinssatz, Zinsenlaufperioden*. Die Fundierten Bankschuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) verzinst und zwar,

- während der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der **[Datum einfügen]**] [letzter diesbezüglicher Zinsenzahlungstag ist im **[Monat/Jahr einfügen]**], mit einem Zinssatz von **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]** [[und][,]
- **[Bestimmungen für weitere Zinsenlaufperioden einfügen: [●]]**

(2) *Coupon Date[s], Interest Payment Date[s]*. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

Interest on the Covered Bank Bonds shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Periods insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [●]] [last Coupon Date is: [●]].]

(3) *Calculation of Interest for Partial Periods*. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Step-Up/Step-Down Fixed Rate Covered Bank Bonds insert:

(1) *Rate of Interest, Interest Periods*. The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- the first **[insert number if necessary]** Interest Period[s], [last Coupon Date in this regard is **[insert Date]**] [last Interest Payment Date in this regard is in **[insert month/year]**], with an interest rate of **[insert Rate of Interest]** per cent [per annum] **[insert other period]** [[and][,].
- **[insert provisions for further Interest Periods: [●]]**

- während der [letzten] [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinszahlungstag im [Monat/Jahr einfügen]], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen].

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: ersten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: ersten Zinszahlungstag] (ausschließlich) und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinszahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinszahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).**

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinszahlungstage.* Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. Kupontermine sind [jeweils] am [Kupontermin(e) einfügen] eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.

Der erste Kupontermin ist der [ersten Kupontermin einfügen]. Der letzte Kupontermin ist der [letzten Kupontermin einfügen].

Die Zahlung der Zinsen erfolgt am jeweiligen Zinszahlungstag.

"Zinszahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [erster Kupontermin ist: [ersten Kupontermin einfügen]][letzter Kupontermin ist: [letzten Kupontermin einfügen]].]

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie

- the [last] [insert number if necessary] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year], with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period].

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: first Coupon Date] [in case of an adjustment of Interest Period insert: first Interest Payment Date]** and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].**

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date an "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

The payment of interest shall be made on the relevant Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period, insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [insert first Coupon Date] [last Coupon Date is: [insert last Coupon Date]].]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the

unten definiert).]

[Im Fall von Fest-zu-Fest verzinslichen Fundierten Bankschuldverschreibungen einfügen:

(1) *Zinssatz, Zinsenlaufperioden.* Die Fundierten Bankschuldverschreibungen werden im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während

- (a) der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], das ist vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Kupontermin]**, [das ist der **[Datum einfügen]**,] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Zinsenzahlungstag] [am] [im] [[Datum] [Monat][Jahr] einfügen]** (ausschließlich), [jährlich] [halbjährlich] [vierteljährlich] mit einem Zinssatz von **[Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]** verzinst (der "Ursprungszinssatz").
- **[[b)] [Ab der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [●] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [●] Zinsenzahlungstag] (ausschließlich) [am] [im] [[Datum] [Monat][Jahr] einfügen], werden die Fundierten Bankschuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.]**
- **[(b)][([●])][Danach] [A][a]b der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr] einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden**

basis of the Day Count Fraction (as defined below).]

[In case of Fixed-to-Fixed Rate Covered Bank Bonds insert:

(1) *Rate of Interest, Interest Periods.* The Covered Bank Bonds shall bear interest in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- (a) the first **[insert number if necessary]** Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [insert another number] Coupon Date] [i.e. [insert date],] [in case of an adjustment of Interest Period insert: [first] [insert another number] Interest Payment Date] [on] [in] [insert [date][month][year]] [annually] [semi-annually] [quarterly] with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] (the "Initial Interest Rate")**.
- **[[b)] [From the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [insert [date][month][year]] (the "[●] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: [●] Coupon Date] [in case of an adjustment of Interest Period insert: [●] Interest Payment Date] [on][in] [insert [date][month][year]] the Covered Bank Bonds shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]**
- **[(b)][([●])][Thereafter] [F][f]rom the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [insert [date][month][year]] (the "[●] Interest Adjustment Date") to (but excluding) the [in case of no adjustment of Interest Period insert: last Coupon Date] [in case of an adjustment of Interest Period insert: [Maturity Date]] [on][in] [insert**

einfügen: [Rückzahlungstag]] (ausschließlich) [am] [im] [[Datum][Monat][Jahr] **einfügen**], werden die Fundierten Bankschuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz **einfügen**]% [p.a.] [anderen Zeitraum **einfügen**]] [einem am Zinsanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,] verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.

[date][month][year]] the Covered Bank Bonds shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.)]

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.)]

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere **einfügen**] festgelegt.]

["Margin" corresponds to a surcharge or *disagio* in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden **einfügen**: ersten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden **einfügen**: ersten Zinsenzahlungstag (ausschließlich) und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden **einfügen**: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden **einfügen**: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden **einfügen**: nächstfolgenden bzw. letzten Kupontermin] [im Fall

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the [in case of no adjustment of Interest Period **insert**: first Coupon Date] [in case of an adjustment of Interest Period **insert**: first Interest Payment Date] and thereafter from (and including) each [in case of no adjustment of Interest Period **insert**: Coupon Date] [in case of an adjustment of Interest Period **insert**: Interest Payment Date] to (but each excluding) [in case of no adjustment of Interest Period **insert**: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest

einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinsenzahlungstage.* Die Zinsen sind gemäß (a) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß (b) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß [(•)] [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar.

Kupontermine sind für die Zinsenlaufperioden gemäß (a) jeweils der **[Kupontermine einfügen]** eines jeden Jahres, für die Zinsenlaufperioden gemäß (b) jeweils der **[Kupontermine einfügen]** eines jeden Jahres] und für die Zinsenlaufperioden gemäß [(•)] jeweils der **[Kupontermine einfügen]** eines jeden Jahres], (jeweils ein "Kupontermine") und bleiben immer unangepasst.

Der erste Kupontermine ist der **[ersten Kupontermine einfügen]**. Der letzte Kupontermine ist der **[letzten Kupontermine einfügen]**.

Zinsen auf die Fundierten Bankschuldverschreibungen sind an jedem Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermine zusammenfallen, oder verschiebt sich – sollte der Kupontermine auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen:] [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermine ist: **[ersten Kupontermine einfügen]** [("Erster Kupontermine")]] [Letzter Kupontermine ist: **[letzten Kupontermine einfügen]** [("Letzter Kupontermine")]].]

"Zinsenanpassung-Bestimmungstag" ist der [zweite]**[Anzahl Tage einfügen]** Geschäftstag vor dem [jeweiligen] Zinsenanpassungstag. Geschäftstag im Sinne dieses Absatzes bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] **[falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind]**[falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren einfügen]**

Period insert: next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [,][and] pursuant to [(•)] [annually] [semi-annually] [quarterly] in arrear.

Coupon Dates are for the Interest Periods pursuant to (a) **[insert Coupon Date[s]]** in each year [for the Interest Periods pursuant to (b) **[insert Coupon Date[s]]** in each year] [and for the Interest Periods pursuant to [(•)] **[insert Coupon Date[s]]** in each year] (each such date a "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

Interest on the Covered Bank Bonds shall be payable on each Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** [("First Coupon Date")]] [last Coupon Date is: **[insert last Coupon Date]** [("Last Coupon Date")]].]

"Interest Adjustment Determination Date" means the [second]**[insert number of days]** Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] **[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in **[all relevant financial centres]]**.

Zahlungen abwickeln].

[(3)] [Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Mindestzinssatz einfügen]** (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Höchstzinssatz einfügen]** (Cap).]

[(3)][(4)] Berechnung der Zinsen für Teile von Zeiträumen. Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

[(4)][(5)] Mitteilung von Zinssatz.

Die Berechnungsstelle wird veranlassen, dass [der] [jeder] Zinsenanpassungszinssatz (i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der jeweiligen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** und (ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

Hinweis an die Gläubiger: Die für die Bestimmung [des Zinsanpassungssatzes] [der Zinsanpassungssätze] verwendete Marge entspricht der auf den [n-Jahres/Monats] Swap Satz [anderer Referenzsatz] im Zeitpunkt der Preisfestsetzung aufgeschlagenen Marge, die im Ursprungszinssatz enthalten ist.]

[Im Fall von Variabel verzinslichen Fundierte Bankschuldverschreibungen einfügen:

(1) Zinsenlaufperiode[n], Kupontermin[e], Zinsenzahlungstag[e].

(a) Die Fundierten Bankschuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** [letzten] Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** Rückzahlungstag (wie in § 6(1) definiert)]

[(3)] [In case a minimum rate of interest applies insert: Minimum Rate of Interest: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert minimum rate of interest]** (Floor).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert maximum rate of interest]** (Cap).]

[(3)][(4)] Calculation of Interest for Partial Periods. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(4)][(5)] Notification of Rate of Interest.

The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] **[insert other time]**, and (ii) to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the [n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[In case of Floating Rate Covered Bank Bonds insert:

(1) Interest Period[s], Coupon Date[s], Interest Payment Date[s].

(a) The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert:** [last] Coupon Date] **[in case of an adjustment of Interest Period**

(ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).]**

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) **Kupontermin[e]**. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist der **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

(c) **Zinsenzahlungstag[e]**. Zinsen auf die Fundierten Bankschuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: **[ersten Kupontermin einfügen]** [(der "Erste Kupontermin")]] [Letzter Kupontermin ist: **[letzten Kupontermin einfügen]** [(der "Letzte Kupontermin")]]].]

insert: Maturity Date (as defined in § 6(1)).

[An][The] "Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] Coupon Date] [in case of an adjustment of Interest Period insert: [first] Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date] to (but each excluding) [in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: the next following Interest Payment Date or the Maturity Date].]**

The Interest Period[s] will be [un]adjusted.

(b) **Coupon Date[s]**. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** [in each year] (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

(c) **Interest Payment Date[s]**. Interest on the Covered Bank Bonds shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** [("First Coupon Date")]] [last Coupon Date is: **[insert last Coupon Date]** [("Last Coupon Date")]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die Verzinsung:

[Options for various Reference Rates regarding the rate of interest:

[Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll einfügen:

(2) Zinssatz. Der Zinssatz (der "Zinssatz") für [die][jede] Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**.

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Referenz-Zinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Referenz-Zinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+] [-] **[Zahl einfügen] [weitere einfügen]** festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] **[weitere einfügen]** festgelegt.]

[Falls der Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:

[In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(2) *Rate of Interest.* The rate of interest (the "Rate of Interest") for [the][each] Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**.

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant Reference Interest Rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant Reference Interest Rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+] [-] **[insert number] [insert further]**.]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **[insert further]**.]

[In case the rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(2) *Zinssatz*. Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

[Min][Max] [{}][Max][Min] [(I)(J)[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]]); [(I) [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])]); [(I) [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])] }

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.)]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Im Fall, dass der Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(2) *Zinssatz*. Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("I_{an}(t)") ausgedrückt und von der

(2) *Rate of Interest*. The rate of interest (the "Rate of Interest") for each Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{}][Max][Min] [(I)(J)[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]]); [(I) [(●)-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])]); [(I) [(●)-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])] }

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant Swap Rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant Swap Rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [insert further].]

[In case the rate of interest is determined on the basis of HICP, insert:

(2) *Rate of Interest*. The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate in per cent *per annum* ("I_{an}(t)") and calculated

Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] ((HVPI(t) - HVPI(t-1))/HVPI(t-1)) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}][\text{Abschlag}] [; \text{Wert} \ }] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf **[Bezugszeitraum (t) einfügen]** veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf **[Bezugszeitraum (t-1) einfügen]** veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang

by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HICP(t) - HICP(t-1))/HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}][\text{Reduction}] [; \text{Value} \ }] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the **[insert reference period(t)]**.

"HICP(t-1)" means the level of the HICP that is published by reference to the **[insert reference period(t-1)]**.

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor any more but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to

erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[(3)] [Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Mindestzinssatz einfügen]** (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Höchstzinssatz einfügen]** (Cap).]

[(3)][(4)][(5)] Zinsbetrag. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Fundierten

refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, at its reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:]

[(3)][In case a minimum rate of interest applies insert: Minimum Rate of Interest: If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert minimum rate of interest]** (Floor).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert maximum rate of interest]** (Cap).]

[(3)][(4)][(5)] Interest Amount. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the

Bankschuldverschreibungen zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsenlaufperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinsentagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Fundierten Bankschuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(●)] *Mitteilung von Zinssatz und Zinsbetrag.*

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag] für die jeweilige Zinsenlaufperiode, [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [(●)] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der [jeweiligen] Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]][**anderes Land einfügen**], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [**andere Zeitung einfügen**], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Zinszahlungstag

amount of interest (the "Interest Amount") payable on the Covered Bank Bonds for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Covered Bank Bonds] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] *Notification of Rate of Interest and Interest Amount.*

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount] for each Interest Period, [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [(●)] Business Day prior to the commencement of the relevant Interest Period] [first day of the [relevant] Interest Period] [insert other time], and

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]][**insert other country**]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [**insert other newspaper**].]

[Each Interest Amount and each][Each] Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements

ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen/[Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag für die jeweilige Zinsenlaufperiode,] [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der jeweiligen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem [Kupontermin] [Zinszahlungstag] der [jeweiligen] Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices/[No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount for each Interest Period,] [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the relevant Interest Period] [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period] [insert other time], and

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen], veröffentlichen.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Fest zu [Fest zu] Variabel verzinslichen Fundierten Bankschuldverschreibungen einfügen:

(1) *Feste Verzinsung.*

(a) *Zinssatz, Festzinslaufperiode[n], Zinswechseltag.* Die Fundierten Bankschuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem **[Datum einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Festzinslaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinslaufperioden einfügen: [ersten][●][letzten] Festkupontermin] [**, das ist der **[Datum einfügen]] [im Fall einer Anpassung der Festzinslaufperioden einfügen: [ersten][●][letzten] Festzinszahlungstag] (aus-schließlich) verzinst (der "Festzinssatz-Zeitraum").**

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[In case of Covered Bank Bonds with Fixed to [Fixed to] Floating interest rates, insert:

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day.* The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first][●][last] Fixed Coupon Date] [**, i.e. **[insert date]] [in case of an adjustment of Fixed Interest Period insert: [first][●][last] Fixed Interest Payment Date] (the "Fixed Interest Rate Period").**

[Eine][Die] "Festzinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festkupontermin][bzw.] [Zinsenwechselltag] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festzinsenzahlungstag][bzw.] [Zinsenwechselltag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Festzinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Festkupontermin bzw. Zinsenwechselltag] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden Festzinsenzahlungstag bzw. Zinsenwechselltag] (jeweils ausschließlich).**

"Zinsenwechselltag" bezeichnet den **[letzten] Festkupontermin**, das ist der **[Festkupontermin einfügen] [auf den [letzten] Festkupontermin, das ist der [letzten Festkupontermin einfügen] bezügliche Festzinsenzahlungstag].**

Die Festzinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] (der "Festzinssatz").]**

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Verzinsungsbeginn bis zum [ersten] [Festkupontermin][Festzinsenzahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/Festzinsenzahlungstag einfügen] bis zum [maßgeblichen Festkupontermin/-Festzinsenzahlungstag einfügen] [Zinssatz einfügen] % [p.a.] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze").]**

(b) *Festkupontermin[e], Festzinsenzahlungstag[e].* Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am **[Festkupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der [Festkupontermin einfügen] (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupontermin ist der **[letzten Festkupontermin**

[A][The] "Fixed Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [Fixed Coupon Date][or][Interest Exchange Day] [in case of an adjustment of Fixed Interest Period insert: [first] [Fixed Interest Payment Date] [or] [Interest Exchange Day]] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [in case of an adjustment of Fixed Interest Period insert: next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be].**

"Interest Exchange Day" means [the **[last] Fixed Coupon Date**, i.e. **[insert date]**] [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date i.e. **[insert [last] Fixed Coupon Date]**].

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]** (the "Fixed Interest Rate").]

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] **[insert Rate of Interest]** per cent [*per annum*] [,][and] [for the [n-th] Fixed Interest Period from the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** to the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** **[insert Rate of Interest]** per cent [*per annum*] [,][and] **[insert further/other period]** (the relevant "Fixed Interest Rate[s]").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s].* Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on **[insert Fixed Coupon Date(s)]** [in each year] (each such date a "Fixed Coupon Date") and remain always unadjusted.] [Fixed Coupon Date is on **[insert Fixed Coupon Date]** (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

einfügen].]

Festzinsen auf die Fundierten Bankschuldverschreibungen sind [an jedem][am] Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen: [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: [ersten Festkupontermin einfügen]][Letzter Festkupontermin ist: [letzten Festkupontermin einfügen]]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen.* Sofern der Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(2) *Variable Verzinsung.*

(a) *Zinssatz, Variable Zinsenlaufperiode[n], Variable[r] Zinsenzahlungstag[e].* Die Fundierten Bankschuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem Zinsenwechseltag (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Rückzahlungstag (wie in § 6 Absatz (1) definiert)] (ausschließlich) verzinst.

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei [jeweils] vom Zinsenwechseltag (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Zinsenzahlungstag bzw. Rückzahlungstag]

Fixed interest on the Covered Bank Bonds shall be payable on [each][the] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Fixed Interest Period insert: [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: [insert first Fixed Coupon Date] [last Fixed Coupon Date is: [insert last Fixed Coupon Date]]

(c) *Calculation of Fixed Interest for Partial Periods.* If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(2) *Floating Interest.*

(a) *Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s].* The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [last] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Maturity Date (as defined in § 6(1)).

[A][The] "Floating Interest Period" is [respectively] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [first] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each **[in case of no adjustment of Floating Interest Period insert:** Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Floating Interest Payment Date] to (but each excluding) **[in case of no adjustment of Floating Interest Period insert:** the next following Floating Coupon Date or last Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** the next following Floating Interest Payment Date or the Maturity Date]].

(jeweils ausschließlich)].

Die Variable[n] Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

(b) Variable[r] Kupontermin[e]. Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der **[Datum einfügen]** [eines jeden Jahres] (jeweils ein "Variabler Kupontermin") und bleiben immer unangepasst.]

["Variabler Kupontermin" ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst.]

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen]**.]

(c) Variable[r] Zinsenzahlungstag[e].

Variable Zinsen auf die Fundierten Bankschuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar.

Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist, aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: **[ersten Variablen Kupontermin einfügen]** [(der "Erste Kupontermin")]] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Kupontermin")]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) Variabler Zinssatz. Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenzzinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Date[s]*. Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on **[insert floating coupon dates]** [in each year] (each such date a "Floating Coupon Date") and always remain unadjusted.]

["Floating Coupon Date" is the **[insert floating coupon date]** and it always remains unadjusted.]

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating Coupon Date shall be on **[insert last Floating Coupon Date]**.]

(c) *Floating Interest Payment Date[s]*.

Interest on the Covered Bank Bonds shall be payable on [each][the] Floating Interest Payment Date.

Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **[insert first Floating Coupon Date]** [("First Coupon Date")]] [last Floating Coupon Date is: **[insert last Floating Coupon Date]** [("Last Coupon Date")]].]

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) *Floating Rate of Interest*. The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 percent p.a., a Reference Interest Rate of 0.00 percent p.a. will be applied,] **[in case of multiplication with a factor, insert:**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant]

[maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum][**anderen Zeitraum einfügen**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+] [-] [**Zahl einfügen**] [**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Falls der variable Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:

(d) **Variabler Zinssatz.** Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

[Min][Max] [{][Max][Min] [(][([][●]-Jahres [**maßgebliche Währung einfügen**] CMS [* Faktor]]

Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] [**insert other time period**].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+] [-] [**insert number**] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [**insert further**].]

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(d) **Floating Rate of Interest.** The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{][Max][Min] [(][([][●]-year(s) [**insert relevant currency**] CMS [* Factor]] [-] [+]

[-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])] ; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])]] ; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])] } }

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die [jeweilige] Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("I_{an}(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen)

[[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])] ; [([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])]] ; [([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin]])] } }

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.))

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.))

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [insert further].]

[In case the floating rate of interest is determined on the basis of HICP, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [each] [the] Floating Interest Period shall be expressed as a rate in per cent *per annum* ("I_{an}(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in

definiert) gemäß folgender Formel bestimmt:

$$I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [* 100] [* \text{Faktor}] [+] [-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert}] [+] [-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf **[Bezugszeitraum (t) einfügen]** veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf **[Bezugszeitraum (t-1) einfügen]** veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang

accordance with the following formula:

$$I_{an}(t) = [\text{Min}\{ \ }] [\text{Max}\{ \ }] (HICP(t) - HICP(t-1)) / HICP(t-1) [* 100] [* \text{Factor}] [+] [-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value}] [+] [-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the **[insert reference period(t)]**.

"HICP(t-1)" means the level of the HICP that is published by reference to the **[insert reference period(t-1)]**.

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor [] eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:

[(3)] [Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Mindestzinssatz einfügen] (Floor).**]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Höchstzinssatz einfügen] (Cap).**]

[(3)][(4)][(5)] Zinsbetrag. Die Berechnungsstelle wird zu oder baldmöglichst nach [dem][jedem]

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index [] or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:

[(3)] [In case a minimum rate of interest applies insert: Minimum Rate of Interest: If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert minimum rate of interest] (Floor).**]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert maximum rate of interest] (Cap).**]

[(3)][(4)][(5)] Interest Amount. The Calculation Agent will, on or as soon as practicable after

Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Fundierten Bankschuldverschreibungen zahlbaren Zinsenbetrag (der "Zinsenbetrag") für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Zinsenbetrag wird ermittelt, indem der Variable Zinssatz und der Zinsentagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Fundierten Bankschuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(●)] Mitteilung von Variablem Zinssatz und Zinsenbetrag.

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsenbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin[, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der [jeweiligen] Variablen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen],

[the][each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Covered Bank Bonds for the relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Covered Bank Bonds] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] Notification of Floating Rate of Interest and Interest Amount.

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] [insert other time], and

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinsenzahlungstag] der [jeweiligen] Variablen Zinsenlaufperiode]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest

[anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**, veröffentlichen.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Variabel zu Fest verzinslichen Fundierten Bankschuldverschreibungen einfügen:

(1) *Variable Verzinsung.*

(a) *Variabler Zinssatz, Variable Zinsenlaufperiode[n], Zinsenwechseltag.* Die Fundierten Bankschuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Zinsenzahlungstag]) (ausschließlich) verzinst.

Period] **[insert other time]**, and

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[In case of Covered Bank Bonds with Floating to Fixed interest rates, insert:

(1) *Floating Interest.*

(a) *Floating Rate of Interest, Floating Interest Period[s], Interest Exchange Day.* The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [last] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [last] Floating Interest Payment Date].

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: [ersten] Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: [ersten] Variablen Zinsenzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: Variablen Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: nächstfolgenden Variablen Kupontermin bzw. den Zinsenwechseltag] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: nächstfolgenden Variablen Zinsenzahlungstag bzw. den Zinsenwechseltag] (jeweils ausschließlich).**

"Zinsenwechseltag" bezeichnet den **[letzten Variablen Kupontermin einfügen]** [auf den Variablen Kupontermin **[letzten Variablen Kupontermin einfügen]** bezüglichen Variablen Zinsenzahlungstag].

Die Variable[n] Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

(b) *Varibler Kupontermin.* Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der **[Datum einfügen]** [eines jeden Jahres] (jeweils ein "Varibler Kupontermin") und bleiben immer unangepasst.] ["Varibler Kupontermin" ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen]**.]

(c) Variable[r] Zinsenzahlungstag[e].

Variable Zinsen auf die Fundierten Bankschuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar. Varibler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Varibler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Varibler Kupontermin ist: **[ersten Variablen**

[A][The] "Floating Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Floating Interest Period insert: [first] Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: [first] Floating Interest Payment Date] [and thereafter from (and including) each [in case of no adjustment of Floating Interest Period insert: Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: Floating Interest Payment Date] to (but each excluding) [in case of no adjustment of Floating Interest Period insert: the next following Floating Coupon Date or the Interest Exchange Day] [in case of an adjustment of Floating Interest Period insert: the next following Floating Interest Payment Date or the Interest Exchange Day].**

"Interest Exchange Day" means **[insert last Floating Coupon Date]** [the Floating Interest Payment Date relating to the Floating Coupon Date **[insert last Floating Coupon Date]**].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Dates.* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on **[insert floating coupon dates]** [in each year] (each such date a "Floating Coupon Date") and always remain unadjusted.] ["Floating Coupon Date" is the **[insert floating coupon date]** and it always remains unadjusted.]

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating Coupon Date shall be on **[insert last Floating Coupon Date]**.]

(c) Floating Interest Payment Date[s].

Interest on the Covered Bank Bonds shall be payable on [each][the] Floating Interest Payment Date. Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **[insert first Floating Coupon Date]**

Kupontermin einfügen [(der "Erste Variable Kupontermin")]] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Variable Kupontermin")]]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.))

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.))

[("First Floating Coupon Date"))] [last Floating Coupon Date is: **[insert last Floating Coupon Date]** [("Last Floating Coupon Date"))].]

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 percent p.a., a Reference Interest Rate of 0.00 percent p.a. will be applied,] **[in case of multiplication with a factor, insert:**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.))

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.))

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] **[insert number]** **[insert further].**]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [**insert further**].]

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] {}[Max][Min] [(I|J)[•]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
[[•]-year(s) [insert relevant currency] CMS
[* Factor]] [+] [-] [Margin][D)] [, (I [[•]-year(s)
[insert relevant currency] CMS [* Factor]] [-] [+]
[[•]-year(s) [insert relevant currency] CMS
[* Factor]] [+] [-] [Margin][D)])]; [(I [[•]-year(s)
[insert relevant currency] CMS [* Factor]] [-] [+]
[[•]-year(s) [insert relevant currency] CMS
[* Factor]] [+] [-] [Margin] D)] }

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:]

(d) *Variable Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$Ian(t) = [\text{Min}\{ \} [\text{Max}\{ \} (HVPI(t) - HVPI(t-1)) / HVPI(t-1)] [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag} [\text{Abschlag}]; \text{Wert} \}] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [**Bezugszeitraum (t) einfügen**] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [**Bezugszeitraum (t-1) einfügen**] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsensfestlegungstag (wie

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [**insert further**].]

[In case the floating rate of interest is determined on the basis of HICP, insert:]

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period shall be expressed as a rate in per cent *per annum* ("Ian(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$Ian(t) = [\text{Min}\{ \} [\text{Max}\{ \} (HICP(t) - HICP(t-1)) / HICP(t-1)] [*100] [* \text{Factor}] [+][-] [\text{Surcharge} [\text{Reduction}]; \text{Value} \}] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the [**insert reference period(t)**].

"HICP(t-1)" means the level of the HICP that is published by reference to the [**insert reference period(t-1)**].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the

nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[Im Fall, dass ein Mindestzinssatz gilt, einfügen: *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als [**Mindestzinssatz einfügen**], so ist der Zinssatz für diese Variable Zinsenlaufperiode [**Mindestzinssatz einfügen**] % p.a. (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als [**Höchstzinssatz einfügen**], so ist der Zinssatz für diese Variable Zinsenlaufperiode [**Höchstzinssatz einfügen**] % p.a. (*Cap*).]

[(e)] *Variabler Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Fundierten Bankschuldverschreibungen zahlbaren Variablen Zinsbetrag (der "Variable Zinsbetrag") für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Variable Zinsbetrag wird ermittelt, indem der Variable Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf [den Gesamtnennbetrag der Fundierten Bankschuldverschreibungen] [die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(f)] *Mitteilung von Variablem Zinssatz und Variablem Zinsbetrag.*

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin[, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der [jeweiligen] Variablen Zinsenlaufperiode] [**anderen Zeitpunkt einfügen**] mitgeteilt werden und

[Continuation of general terms and conditions for floating interest:]

[In case minimum rate of interest applies insert: *Minimum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than [**insert minimum rate of interest**], the Floating Rate of Interest for such Floating Interest Period shall be [**insert minimum rate of interest**] per cent *per annum* (*Floor*).]

[In case maximum rate of interest applies insert: *Maximum Rate of Interest.* If the Floating Rate of Interest in respect of any [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than [**insert maximum rate of interest**], the Floating Rate of Interest for such Floating Interest Period shall be [**insert maximum rate of interest**] per cent *per annum* (*Cap*).]

[(e)] *Floating Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Floating Interest Amount") payable on the Covered Bank Bonds for the relevant Floating Interest Period. The relevant Floating Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to the [aggregate principal amount of the Covered Bank Bonds] [Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(f)] *Notification of Floating Rate of Interest and Floating Interest Amount.*

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] [**insert other time**], and

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No]

gemäß § [14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

Stock Exchange Listing).]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinszahlungstag] der [jeweiligen] Variablen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period] [insert other time], and

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by

jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

(2) Feste Verzinsung

(a) *Zinssatz, Festzinsenlaufperiode[n]*. Die Fundierten Bankschuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem Zinsenwechselltag (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [letzten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Rückzahlungstag wie in § 6(1) definiert] (ausschließlich)]** verzinst (der "Festzinssatz-Zeitraum").

[Eine][Die] "Festzinsenlaufperiode" läuft dabei [jeweils] vom Zinsenwechselltag (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festzinsszahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Festzinsszahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: letzten Festzinsszahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)]].**

Die Festzinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen]** (der "Festzinssatz").]

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Zinsenwechselltag bis zum [ersten] [Festkupontermin][Festzinsszahlungstag] [Rückzahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinsszahlungstag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinsszahlungstag einfügen] [Rückzahlungstag] **[Zinssatz einfügen] % [p.a.] [,][und] [anderen/weiteren Zeitraum einfügen]** [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze")].]**

such rules.]

(2) Fixed Interest

(a) *Rate of Interest, Fixed Interest Period[s]*. The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [last] Fixed Coupon date] [in case of an adjustment of Fixed Interest Period insert: Maturity Date (as defined in § 6(1)) (the "Fixed Interest Rate Period")]**.

[A][The] "Fixed Interest Period" is respectively from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: [first] Fixed Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or last Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: last Fixed Interest Payment Date or Maturity Date]]]**.

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is **[insert Rate of Interest] per cent [per annum] [insert other period]** (the "Fixed Interest Rate").]

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Exchange Day to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [Maturity Date] **[insert Rate of Interest] per cent [per annum] [,][and] [for the [n-th] Fixed Interest Period from the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] to the [insert relevant Fixed Interest Payment Date] [Maturity Date] **[insert Rate of Interest] per cent [per annum]] [,][and] [insert further/other period]** (the relevant "Fixed Interest Rate[s]").]**

(b) *Festkupontermin[e], Festzinsenzahlungstag[e]*. Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am **[Festkupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der **[Festkupontermin einfügen]** (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupontermin ist der **[letzten Festkupontermin einfügen]**.]

Festzinsen auf die Fundierten Bankschuldverschreibungen sind [am] [an jedem] Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen]: [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: **[ersten Festkupontermin einfügen]**] [Letzter Festkupontermin ist: **[letzten Festkupontermin einfügen]**].]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen*. Sofern Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]

[Im Fall von Nullkupon-Fundierten Bankschuldverschreibungen einfügen]:

(1) *Keine periodischen Zinsenzahlungen*. Es erfolgen keine periodischen Zinsenzahlungen auf die Fundierten Bankschuldverschreibungen. Die Emissionsrendite[n] [beträgt][betragen] **[Emissionsrendite einfügen]**

[Im Falle von unterschiedlichen Emissionsrenditen für einzelne Zinsenlaufperioden, relevante Bestimmungen (einschließlich Ersatzregelungen) hier einfügen]]

[Fortsetzung allgemeine Bestimmungen für Verzinsung:]

[(•) Zinsenlauf und Verzugszinsen. Falls die Emittentin die Fundierten Bankschuldverschreibungen bei Fälligkeit nicht einlöst **[im Fall von Fundierten Bankschuldverschreibungen, deren Laufzeit sich bei**

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s]*. Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on **[insert Fixed Coupon Date(s)]** [in each year] (each such date a "Fixed Coupon Date") and always remain unadjusted.] [Fixed Coupon Date is on **[insert Fixed Coupon Date]** (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

Fixed interest shall be payable on [the] [each] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on the Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Fixed Interest Period insert:] [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: **[insert first Fixed Coupon Date]**] [last Fixed Coupon Date is: **[insert last Fixed Coupon Date]**].]

(c) *Calculation of Fixed Interest for Partial Periods*. If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Zero Coupon Covered Bank Bonds, insert:]

(1) *No Periodic Payments of Interest*. There will not be any periodic payments of interest on the Covered Bank Bonds. The Amortisation Yield[s] [is][are] **[insert Amortisation Yield]**

[In the case of different Amortisation Yields for individual Interest Periods, set forth applicable provisions (including fallback provisions) herein]]

[Continuation of general terms and conditions for interest:]

[(•) Accrual of Interest and Default Interest. If the Issuer shall fail to redeem the Covered Bank Bonds when due **[in case of Covered Bank Bonds, whose term shall be extended in case the Issuer does not**

Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert, einfügen: (außer in dem Fall, dass sich die Laufzeit der Fundierten Bankschuldverschreibungen in Übereinstimmung mit den in § 6 (1a) enthaltenen Bestimmungen verlängert)], sind die Fundierten Bankschuldverschreibungen bezogen auf ihren [Nennbetrag][Rückzahlungsbetrag] vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Fundierten Bankschuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen¹ zu verzinsen.

[(●)] *Zinsentagequotient.* "Zinsentagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsenbetrages auf eine Fundierte Bankschuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[Im Fall, dass Actual/Actual (ICMA Regelung 251) anwendbar ist, einfügen:

Der Zinsberechnungszeitraum wird auf folgender Basis berechnet:

(d) Wenn der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert), in die der Zinsberechnungszeitraum fällt, oder falls er ihr entspricht (einschließlich im Falle eines kurzen Kupons), ist der Zinsberechnungszeitraum die Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, geteilt durch [das Produkt aus (1)] [die] [der] Anzahl der Tage in der Feststellungsperiode, in die der Zinsberechnungszeitraum fällt [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden]; und

(e) wenn der Zinsberechnungszeitraum länger ist als eine Feststellungsperiode (langer Kupon), ist der Zinsberechnungszeitraum die Summe aus:

(i) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [das Produkt aus (1) der] [die] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in ein Kalenderjahr fallen]; und

(ii) der Anzahl der Tagen in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch [das Produkt aus (1) der] [die] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden].]

Wobei:

pay the outstanding aggregate principal amount on the Maturity Date, insert: (other than in a case in which the term of the Covered Bank Bonds is extended in accordance with the provisions set out in § 6 (1a)], interest shall accrue on the [principal amount][redemption amount] of the Covered Bank Bonds from (and including) the due date to (but excluding) the date of actual redemption of the Covered Bank Bonds at the default rate of interest established by law.¹

[(●)] *Day Count Fraction.* "Day Count Fraction" means, in respect of the calculation of an amount of interest on any Covered Bank Bond for any period of time (the "Calculation Period"):

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

(a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

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

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"Feststellungsperiode" bezeichnet den Zeitraum ab und einschließlich [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] in einem Jahr bis, aber ausgenommen, zum nächsten [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] (Actual/Actual (ICMA Regelung 251)).]

[Im Fall von Actual/Actual (ISDA) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (a) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (b) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365) (Actual/Actual (ISDA)).]

[Im Fall von Actual/365 (Fixed) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (Actual/365 (Fixed)).]

[Im Fall von Actual/360 einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360 (Actual/360).]

[Im Fall von 30/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (ii) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist) (30/360 oder Bond Basis).]

[Im Fall von 30E/360 oder Eurobond Basis einfügen:

die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im

"Determination Period" means the period from and including [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] in any year to but excluding the next [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] (Actual/Actual (ICMA Rule 251)).]

[If Actual/Actual (ISDA), insert:

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

[If Actual/365 (Fixed), insert:

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

[If Actual/360, insert:

the actual number of days in the Calculation Period divided by 360 (Actual/360).]

[If 30/360 or Bond Basis, insert:

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

[If 30E/360 or Eurobond Basis, insert:

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the

Falle eines am Rückzahlungstag endenden Zinsberechnungszeitraums der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht auf einen Monat zu 30 Tagen verlängert gilt) (**30E/360 oder Eurobond Basis**).]

[Im Fall von 360/360 einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen. (**360/360**).]

**§ 5
ZAHLUNGEN**

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

(1)[(a)] *Zahlungen von Kapital*. Die Zahlungen von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Fundierten Bankschuldverschreibungen erfolgen [nach Maßgabe des nachstehenden Absatzes (2)] [an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems] [gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Fundierten Bankschuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden [Globalurkunde] [Sammelurkunde] bei der bezeichneten Geschäftsstelle der Emissionsstelle.]

[Im Fall von Fundierten Bankschuldverschreibungen, die keine Nullkupon-Fundierte Bankschuldverschreibungen sind, einfügen:

(b) *Zahlung von Zinsen*. Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Fundierte Bankschuldverschreibungen erfolgt [nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems].

[Im Fall von Zinsenzahlungen auf eine vorläufige Globalurkunde, einfügen: Die Zahlung von Zinsen auf Fundierte Bankschuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 2 Absatz (2)(a).]

month of February shall not be considered to be lengthened to a 30-day month) (30E/360 or Eurobond Basis).]

[If 360/360, insert:

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months. (**360/360**).]

**§ 5
PAYMENTS**

[In the case of an issue where the Covered Bank Bonds are not kept in custody by SIX SIS AG, insert:

(1) [(a)] *Payment of Principal*. Payment of principal, and any additional amounts, in respect of the Covered Bank Bonds shall be made[, subject to subparagraph (2) below,] to [the Clearing System or to its order] [the Paying Agent] [the Depository Bank] for credit to the accounts of the relevant account holders [of the Clearing System] [upon presentation and (except in the case of partial payment) surrender of the [Global Note] [Global Certificate] representing the Covered Bank Bonds at the time of payment at the specified office of the Fiscal Agent.]

[In the case of Covered Bank Bonds other than Zero Coupon Covered Bank Bonds, insert:

(b) *Payment of Interest*. Payment of interest on the Covered Bank Bonds and any additional amounts shall be made[, subject to subparagraph (2), to the Clearing System or to its order] [Paying Agent] [Depository Bank] for credit to the relevant account holders [of the Clearing System].

[In the case of interest payable on a Temporary Global Note, insert: Payment of interest on Covered Bank Bonds represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(a).]

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Fundierten Bankschuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die Währung des Staates der Festgelegten Währung ist.

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht auf Euro oder Renminbi lauten, einfügen:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist, durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung.]

[(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an [das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] von ihrer Zahlungspflicht befreit.]

[(3)][(4)] *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Fundierte Bankschuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstage-Konvention gemäß Absatz ([5])[6]). Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist – unbeschadet der Bestimmungen betreffend die Zinsenlaufperiode - nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Covered Bank Bonds shall be made in the freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

[In the case of Covered Bank Bonds not denominated in Euro and not denominated in Renminbi, insert:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "**Successor Currency**") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

[(3) *Discharge.* The Issuer shall be discharged by payment to[, or to the order of, the Clearing System] [the Paying Agent] [the depository bank].]

[(3)][(4)] *Payment Business Day.* If the date for payment of any amount in respect of any Covered Bank Bond is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph ([5])[6]). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder shall not be entitled to further interest or other payment in respect of such delay.

[**Anderen Zahltag einfügen:** Zahltag ist [definiere Zahltag].]

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] betriebsbereit [ist] [sind][und Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]

[**Im Fall, dass die Festgelegte Währung Renminbi ist, einfügen:**

[(4)][(5)] *Zahlung des Gegenwerts in U.S.-Dollar.* Für den Fall, dass die Emittentin ungeachtet des Vorstehenden aufgrund von Nichtkonvertierbarkeit, Nichttransferierbarkeit oder Illiquidität nicht in der Lage ist, unter den Fundierten Bankschuldverschreibungen fällige Kapitalbeträge oder Zinsen (ganz oder teilweise) in Renminbi zu zahlen, wird die Emittentin nach Versendung einer unwiderruflichen Mitteilung frühestens 30 Kalendertage und spätestens 5 Kalendertage vor dem Tag, an dem die Zahlung an die Gläubiger fällig wird, eine solche Zahlung am Fälligkeitstag (ganz oder teilweise) in U.S.-Dollar in dem Gegenwert in U.S.-Dollar zu dem auf Renminbi lautenden Betrag tätigen. Sofern die Emittentin Zahlungen von Kapital- oder Zinsbeträgen teilweise in Renminbi und teilweise in U.S.-Dollar zu tätigen hat, wird sie die Zahlungen an jeden Anteilinhaber soweit wie möglich im gleichen anteiligen Verhältnis zwischen Renminbi und U.S.-Dollar gemäß den jeweils geltenden Vorschriften des Clearing Systems tätigen.

Für die Zwecke dieser Bedingungen steht der Begriff "Gegenwert in U.S.-Dollar" für den auf der Grundlage des an dem betreffenden Festlegungstag geltenden Kassakurses in U.S.-Dollar konvertierten Renminbi-Betrag.

Zu diesem Zweck:

ist die "**Berechnungsstelle**" die [Berechnungsstelle einfügen];

steht "**Renminbi**" oder "CNY" für die gesetzmäßige Währung der VRC;

ist ein "**Renminbi-Händler**" ein unabhängiger, international renommierter, am Renminbi-Devisenmarkt in Hongkong tätiger Devisenhändler;

ist ein "**Geschäftstag zu Festlegungszwecken**" ein Tag (außer Samstag und Sonntag), an dem die Geschäftsbanken in Hongkong, Peking, London, TARGET und New York City für den üblichen

[**Insert other Payment Business Day:** Payment Business Day is [define Payment Business Day].]

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] [is][are] operational][and] [commercial banks and foreign exchange markets settle payments in [insert all relevant financial centres].]

[**In the case of an issue where the Covered Bank Bonds are not kept in custody by SIX SIS AG, insert:**

[(4)][(5)] *Payment of U.S. Dollar Equivalent.* Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest (in whole or in part) in respect of the Covered Bank Bonds when due in Renminbi, the Issuer shall, by sending an irrevocable notice not less than five or more than 30 calendar days prior to the due date for payment to the Holders, settle any such payment (in whole or in part) in U.S. Dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount. In case the Issuer needs to satisfy payments of principal or interest in part in Renminbi and in part in U.S. Dollars, it shall to the extent possible make payment to each Holder in the same pro rata amount of Renminbi and U.S. Dollar in accordance with the rules of the Clearing System from time to time.

For the purposes of these Conditions, "**U.S. Dollar Equivalent**" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date.

For this purpose

"**Calculation Agent**" means [insert Calculation Agent];

"**Renminbi**" or "CNY" means the lawful currency of the PRC;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Determination Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, Beijing,

Geschäftsbetrieb (einschließlich Devisengeschäfte) geöffnet sind;

ist ein "**Festlegungstag**" der Tag, der zwei Geschäftstage zu Festlegungszwecken vor dem Tag liegt, an dem Zahlungen des betreffenden Betrags gemäß diesen Bedingungen fällig sind;

ist eine "**Regierungsbehörde**" jede faktische bzw. laut Gesetz bestehende Regierungsstelle (oder öffentliche Institution oder eine Unterabteilung davon), jedes Gericht, Tribunal, jede Verwaltungs- oder Regierungsbehörde oder sonstige (öffentlich-rechtliche oder zivilrechtliche) juristische Person, die mit der Regulierung der Finanzmärkte (einschließlich der Zentralbank) in der VRC und Hongkong betraut ist;

steht "Hongkong" für die Sonderverwaltungsregion Hongkong der VRC;

bezeichnet "Illiquidität" einen Zustand, der eintritt, wenn der allgemeine Devisenmarkt für Renminbi in Hongkong nicht mehr ausreichend liquide ist, und sich die Emittentin aus diesem Grund nicht genügend Renminbi zur Erfüllung ihrer Verpflichtung zur (vollständigen oder teilweisen) Zahlung von Kapitalbeträgen oder Zinsen unter den Fundierten Bankschuldverschreibungen beschaffen kann, wobei die Emittentin dies nach Treu und Glauben, in einer nach wirtschaftlichen Gesichtspunkten angemessenen Weise, sowie (wenn möglich) nach Rücksprache mit zwei Renminbi-Händlern feststellt;

bezeichnet "Nichtkonvertierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, einen im Zusammenhang mit den Fundierten Bankschuldverschreibungen fälligen Betrag auf dem allgemeinen Devisenmarkt für Renminbi in Hongkong zu konvertieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

bezeichnet "Nichttransferierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, Renminbi zwischen Konten innerhalb von Hongkong oder von einem Konto in Hongkong auf ein Konto außerhalb von Hongkong und außerhalb der VRC, oder von einem Konto außerhalb von Hongkong und außerhalb der VRC auf ein Konto in Hongkong zu transferieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen,

London, TARGET and in New York City;

"**Determination Date**" means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the PRC and Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Covered Bank Bonds as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Covered Bank Bonds in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation);

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside the PRC or from an account outside Hong Kong and outside the PRC to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by

dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

steht "VRC" für die Volksrepublik China, wobei für die Zwecke dieser Bedingungen Hongkong, die Sonderverwaltungsregion Macau der Volksrepublik China und Taiwan als ausgenommen gelten; und

meint "Kassakurs" das arithmetische Mittel zwischen Geld- und Briefkurs zwischen U.S.-Dollar und Renminbi für den Kauf von U.S.-Dollar mit Renminbi auf dem außerbörslichen Renminbi Devisenmarkt in Hongkong mit Abwicklung nach zwei Geschäftstagen zu Festlegungszwecken zu dem von der Berechnungsstelle am Festlegungstag um ca. 11.00 Uhr (Hongkong Zeit), unter der Annahme einer tatsächlichen Abwicklung, unter Heranziehung der auf der Bildschirmseite TRADCNY3 von Reuters unter der Spalte "USD/CNH" festgelegten Kurse, oder, sofern solche Kurse nicht zur Verfügung stehen, unter der Annahme eines synthetischen Geschäfts, unter Heranziehung der Bildschirmseite TRADNDF von Reuters, oder der jeweiligen Nachfolgeseiten. Sofern keiner dieser Kurse verfügbar ist, wird die Berechnungsstelle den Kassakurs um ca. 11.00 Uhr (Hongkong Zeit) am Festlegungstag als aktuellsten verfügbaren offiziellen U.S.-Dollar/CNY Kurs für Abwicklungen in zwei Geschäftstagen zu Festlegungszwecken, wie vom staatlichen Devisenamt der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) veröffentlicht, der auf der Bildschirmseite CNY=SAEC von Reuters veröffentlicht wird, bestimmen. Verweise auf Bildschirmseiten von Reuters beziehen sich auf von Reuters so bezeichnete Monitor Money Rates Service Seiten (oder einen an dessen Stelle tretenden Dienst) oder auf andere Seiten, die diese Seiten zum Zwecke der Darstellung eines vergleichbaren Devisenwechselkurses gegebenenfalls ersetzen.

Sämtliche Mitteilungen, Stellungnahmen, Festlegungen, Bescheinigungen, Berechnungen, Quotierungen oder Entscheidungen, die von der Berechnungsstelle zum Zwecke der Bestimmungen dieses § 5 (5) gemacht oder getroffen werden oder von dieser eingeholt werden, sind (sofern kein offensichtlicher Irrtum vorliegt) für die Emittentin, die beauftragten Stellen sowie für alle Gläubiger bindend.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation);

"PRC" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan; and

"Spot Rate" means the arithmetic mean of the offer and the bid US Dollar/CNY spot exchange rate for the purchase of US Dollars with CNY in the over-the-counter CNY exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3 under the column "USD/CNH", or if no such rates are available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF, or the respective successor pages. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available US Dollar/CNY official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the People's Republic of China, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 5(5) by the Calculation Agent, will (in the absence of a manifest error) be binding on the Issuer, the Agents and all Holders.]

[In the case of an issue where the Covered Bank Bonds are kept in custody by SIX SIS AG, insert:

(1) (a) *Zahlungen von Kapital.* Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Fundierten Bankschuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Fundierten Bankschuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Schweizer Hauptzahlstelle.

(b) *Zahlungen von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf die Fundierten Bankschuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an die Schweizer Hauptzahlstelle oder deren Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Fundierten Bankschuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung der Schweizerischen Eidgenossenschaft ist.

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

(3) *Erfüllung.* Die Emittentin wird durch rechtzeitige Leistung der fälligen Zahlung in [Währung einfügen] in [Sitz der Schweizer Hauptzahlstelle einfügen] an die Schweizer Hauptzahlstelle oder deren Order wie in

(1) (a) *Payment of Principal.* Payment of principal and any additional amounts in respect of the Covered Bank Bonds shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Covered Bank Bonds at the time of payment at the specified office of the Swiss Principal Paying Agent.

(b) *Payment of Interest.* Payment of interest on the Covered Bank Bonds and any additional amounts shall be made, subject to subparagraph (2), to the Swiss Principal Paying Agent or to its order for credit to the relevant account holders of the Clearing System.

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Covered Bank Bonds shall be made in the freely negotiable and convertible currency which on the respective due date is the legal currency of the Swiss Confederation.

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "**Successor Currency**") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "**Applicable Exchange Rate**" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(3) *Discharge.* The Issuer shall be discharged by due and punctual payment of the funds in [insert currency] in [insert location of Swiss Principal Paying Agent] to, or to the order of, the Swiss

diesen Bedingungen und den Endgültigen Bedingungen vorgesehen von ihrer Zahlungspflicht befreit.

(4) *Zahltag*. Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Fundierte Bankschuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstage-Konvention gemäß Absatz ([5][6]). Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[Anderen Zahltag einfügen: Zahltag ist **[definiere Zahltag].]**

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] betriebsbereit [ist] [sind][und Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren einfügen]** Zahlungen abwickeln].]

[Fortsetzung allgemeine Bestimmungen:

[(4)][(5)][(6)] *Geschäftstage-Konvention*. Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Fundierte Bankschuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

[bei Anwendung der folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

[bei Anwendung der modifizierten folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[bei Anwendung der FRN-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinsenzahlungstag der jeweils letzte Geschäftstag des Monats der **[Zahl einfügen]**

Principal Paying Agent in the manner provided by these Conditions and the Final Terms.

(4) *Payment Business Day*. If the date for payment of any amount in respect of any Covered Bank Bond is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph ([5][6]). The Holder shall not be entitled to payment until the next such day in the relevant place. The Holder shall not be entitled to further interest or other payment in respect of such delay.

[Insert other Payment Business Day: Payment Business Day is **[define Payment Business Day].]**

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] [is][are] operational][and] [commercial banks and foreign exchange markets settle payments in **[insert all relevant financial centres].]**

[Continuation of general terms and conditions:

[(4)][(5)][(6)] *Business Day Convention*. If the date for payment of any amount in respect of any Covered Bank Bond would fall on a day which is not a Business Day, it shall be

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

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

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

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

[Monate] **[andere festgelegte Zeiträume einfügen]** nach dem vorhergehenden anwendbaren Zinsenzahlungstag liegt.]

[[([4][5][6][7])] Geschäftstage-Konvention falls sich die Laufzeit der Fundierten Bankschuldverschreibungen in Übereinstimmung mit den in § 6 (1a) enthaltenen Bestimmungen verlängert für den Zeitraum ab dem Rückzahlungstag bis zum Erweiterten Rückzahlungstag.

Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Fundierte Fundierte Bankschuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

[bei Anwendung der folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

bei Anwendung der modifizierten folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

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

§ 6 RÜCKZAHLUNG

(1) Rückzahlung bei Endfälligkeit **[im Fall von Fundierten Bankschuldverschreibungen, deren Laufzeit sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert, einfügen:** oder am Erweiterten Rückzahlungstag]. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Fundierten Bankschuldverschreibungen zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungsbetrag] am **[im Fall eines festgelegten Rückzahlungstages, Rückzahlungstag einfügen]** **[im Fall eines Rückzahlungsmonats einfügen:** in den **[Rückzahlungsmonat und Rückzahlungsjahr einfügen]** fallenden [Variablen] Zinsenzahlungstag (der

applicable Interest Payment Date.]

[[([4][5][6][7])] Business Day Convention in case the term of the Covered Bank Bonds is extended in accordance with the provisions set out in § 6 (1a) for the term from the Maturity Date until the Extended Maturity Date.

If the date for payment of any amount in respect of any Covered Bank Bond would fall on a day which is not a Business Day, it shall be

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

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

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

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

§ 6 REDEMPTION

(1) Redemption at Maturity **[in case of Covered Bank Bonds, whose term shall be extended in case the Issuer does not pay the outstanding aggregate principal amount on the Maturity Date, insert:** or at the Extended Maturity Date]. Unless previously redeemed in whole or in part or purchased and cancelled, the Covered Bank Bonds shall be redeemed at their [Final Redemption Amount] [Final Redemption Rate] on **[in case of a specified Maturity Date insert such Maturity Date]** **[in case of a Redemption Month, insert:** the [Floating] Interest Payment Date falling in [insert Redemption Month and Redemption Year]] (the "Maturity Date") **[in case of Covered Bank Bonds, whose term shall be extended in case the Issuer does not pay the**

"Rückzahlungstag") **[im Fall von Fundierten Bankschuldverschreibungen, deren Laufzeit sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert, einfügen:** oder, falls sich die Laufzeit der Fundierten Bankschuldverschreibungen in Übereinstimmung mit den in § 6 (1a) enthaltenen Bestimmungen verlängert, am **[Erweiterten Rückzahlungstag einfügen]** (der "Erweiterte Rückzahlungstag") zurückgezahlt.

[im Fall von Fundierten Bankschuldverschreibungen, deren Laufzeit sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert, einfügen:

Die im Folgenden definierten Begriffe gelten nur für die Absätze (1a) ff.

(1a) *Verlängerung der Laufzeit der Fundierten Bankschuldverschreibungen.* Falls die Emittentin den ausstehenden Gesamtnennbetrag der Fundierten Bankschuldverschreibungen am Rückzahlungstag nicht zurückzahlen kann, verlängert sich die Laufzeit der Fundierten Bankschuldverschreibungen bis zum Erweiterten Rückzahlungstag (ausschließlich) und die Emittentin wird die Fundierten Bankschuldverschreibungen insgesamt (und nicht nur teilweise) am Erweiterten Rückzahlungstag zum [Endgültigen Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs] nebst etwaigen bis zum Erweiterten Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

In diesem Fall wird die Emittentin ohne unangemessene Verzögerung, aber jedenfalls nicht weniger als [5 (fünf)][● (●)] Geschäftstage vor dem Rückzahlungstag [die Emissionsstelle und] die Gläubiger durch Veröffentlichung einer Mitteilung (die "**Nichtzahlungsmitteilung**"), die den Erweiterten Rückzahlungstag angeben wird, davon informieren, dass eine Verlängerung der Laufzeit der Fundierten Bankschuldverschreibungen erfolgt ist, mit der Maßgabe, dass ein Fehler bei der Bereitstellung dieser Nichtzahlungsmitteilung die Wirksamkeit der Verlängerung der Laufzeit der Fundierten Bankschuldverschreibungen nicht berührt oder anderweitig die Verlängerung der Laufzeit der Fundierten Bankschuldverschreibungen nicht ungültig ist oder aufgrund dieses Fehlers den Gläubigern keine Rechte zustehen.

Weder die Nichtzahlung des ausstehenden Gesamtnennbetrags am Rückzahlungstag noch die Verlängerung der Laufzeit der Fundierten Bankschuldverschreibungen stellt einen Verzugsfall (einschließlich einem Kündigungsgrund gemäß § 10) der Emittentin für irgendwelche Zwecke dar oder gibt einem Gläubiger das Recht, die Fundierten Bankschuldverschreibungen zu kündigen oder andere

outstanding aggregate principal amount on the Maturity Date, insert: or, in case the term of the Covered Bank Bonds is extended in accordance with the provisions set out in § 6 (1a), on **[insert Extended Maturity Date]** (the "Extended Maturity Date").

[in case of Covered Bank Bonds, whose term shall be extended in case the Issuer does not pay the outstanding aggregate principal amount on the Maturity Date, insert:

The terms defined hereinafter only apply to paragraphs (1a) et seqq.

(1a) *Extension of the Term of the Covered Bank Bonds.* If the Issuer is unable to pay the outstanding aggregate principal amount of the Covered Bank Bonds on the Maturity Date, the term of the Covered Bank Bonds shall be extended to, but excluding, the Extended Maturity Date and the Issuer shall redeem all (and not only some) of the Covered Bank Bonds on the Extended Maturity Date at the [Final Redemption Amount] [Final Redemption Rate] together with accrued interest, if any, to, but excluding, the Extended Maturity Date.

In this case, the Issuer will without undue delay, but in any case not later than [5 (five)][● (●)] Business Days prior to the Maturity Date, inform [the Fiscal Agent and] the Holders that an extension of the term of the Covered Bank Bonds has occurred by publishing a notice (the "**Non-payment Notice**") which will specify the Extended Maturity Date, provided that any failure to provide such Non-payment Notice shall not affect the effectiveness of, or otherwise invalidate the extension of the term of the Covered Bank Bonds or give Holders any rights as a result of such failure.

Neither the failure to pay the outstanding aggregate principal amount of the Covered Bank Bonds on the Maturity Date nor the extension of the term of the Notes shall constitute an event of default (including an Event of Default pursuant to § 10) for any purpose or give any Holder any right to accelerate the Covered Bank Bonds or to receive any payment other than as expressly set out in these Terms and Conditions. The

als ausdrücklich in diesen Anleihebedingungen vorgesehene Zahlungen zu erhalten. Die Nichtzahlungsmitteilung ist unwiderruflich und hat gemäß § 14 zu erfolgen.

(1b) *Verzinsung, Zinsenlaufperiode[n], Kupontermin[e], Zinsenzahlungstag[e].*

(a) Die Fundierten Bankschuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem Rückzahlungstag (einschließlich) während der Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [letzten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Erweiterten Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Rückzahlungstag (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] Zinsenzahlungstag] [Erweiterten Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Erweiterten Rückzahlungstag] (jeweils ausschließlich).]**

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(b) *Kupontermin[e].* Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist der **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

(c) *Zinsenzahlungstag[e].* Zinsen auf die Fundierten Bankschuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung

Non-payment Notice shall be irrevocable and shall be given in accordance with § 14.

(1b) *Interest, Interest Period[s], Coupon Date[s], Interest Payment Date[s].*

(a) The Covered Bank Bonds shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) the Maturity Date (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: [last] Coupon Date] [in case of an adjustment of Interest Period insert: Extended Maturity Date (as defined in § 6(1)).]**

[An][The] "Interest Period" is [respectively] from (and including) the Maturity Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] Coupon Date] [in case of an adjustment of Interest Period insert: [first] Interest Payment Date] [Extended Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date] to (but each excluding) [in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: the next following Interest Payment Date or the Extended Maturity Date].]**

The Interest Period[s] will be [un]adjusted.

(b) *Coupon Date[s].* Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** [in each year] (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

(c) *Interest Payment Date[s].* Interest on the Covered Bank Bonds shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in §

kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)][(7)] (Geschäftstagekonvention) [falls sich die Laufzeit der Fundierten Bankschuldverschreibungen in Übereinstimmung mit den in § 6 (1a) enthaltenen Bestimmungen verlängert für den Zeitraum ab dem Rückzahlungstag bis zum Erweiterten Rückzahlungstag] bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen:] [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [ersten Kupontermin einfügen] [(der "Erste Kupontermin")]] [Letzter Kupontermin ist: [letzten Kupontermin einfügen] [(der "Letzte Kupontermin")]]].]

(1c) *Zinssatz.* Der Zinssatz (der "Zinssatz") für [die][jede] Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:]**, multipliziert mit dem [positiven] [negativen] Faktor [und danach] **[im Falle einer Marge, einfügen:]** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**.

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:]

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:]

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

5[(4)][(5)][(6)][(7)] (Business Day Convention) [in case the term of the Covered Bank Bonds is extended in accordance with the provisions set out in § 6 (1a) for the term from the Maturity Date until the Extended Maturity Date].

[In the case of [short] [long] Interest Period insert:] [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [insert first Coupon Date] [("First Coupon Date")]] [last Coupon Date is: [insert last Coupon Date] [("Last Coupon Date")]].]

(1c) *Rate of Interest.* The rate of interest (the "Rate of Interest") for [the][each] Interest Period will, except as provided below, be the Reference Interest Rate[, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:]**, multiplied by the [positive][negative] Factor [and subsequently] **[in case of a Margin, insert:]** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] **[insert other time period]**.

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:]

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:]

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+] [-] [**Zahl einfügen**] [**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[(1d)] **[Im Fall, dass ein Mindestzinssatz gilt, einfügen: Mindestzinssatz.** Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als [**Mindestzinssatz einfügen**], so ist der Zinssatz für diese Zinsenlaufperiode [**Mindestzinssatz einfügen**] (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als [**Höchstzinssatz einfügen**], so ist der Zinssatz für diese Zinsenlaufperiode [**Höchstzinssatz einfügen**] (*Cap*).]

[(1d)][(1e)] **Zinsbetrag.** Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Fundierten Bankschuldverschreibungen zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsenlaufperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinsentscheidungsquotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Fundierten Bankschuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(●)] **Mitteilung von Zinssatz und Zinsbetrag.**

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag] für die jeweilige Zinsenlaufperiode, [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+] [] [**insert number**] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [**insert further**].]

[(1d)] **[In case a minimum rate of interest applies insert: Minimum Rate of Interest:** If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [**insert minimum rate of interest**], the Rate of Interest for such Interest Period shall be [**insert minimum rate of interest**] (*Floor*).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [**insert maximum rate of interest**], the Rate of Interest for such Interest Period shall be [**insert maximum rate of interest**] (*Cap*).]

[(1d)][(1e)] **Interest Amount.** The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Covered Bank Bonds for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Covered Bank Bonds] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] **Notification of Rate of Interest and Interest Amount.**

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount] for each Interest Period, [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the

Zinsenlaufperiode] [ersten Tag der [jeweiligen] Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:]

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

(iii) [Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:]

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

(iii) [Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der

relevant Interest Period] [first day of the [relevant] Interest Period] [insert other time], and

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:]

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

(iii) [Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[Each Interest Amount and each][Each] Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:]

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

(iii) [Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [,

Emittentin, [dem Clearing System,] [allen Börsen, an denen die Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsenbetrag für die jeweilige Zinsenlaufperiode,] [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinsenzahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Fundierten Bankschuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der jeweiligen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem [Kupontermin] [Zinsenzahlungstag] der [jeweiligen] Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Fundierten Bankschuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

(iii) [Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]], veröffentlichen.]

[Im Fall von Fundierten Bankschuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

(iii) [Veröffentlichungen von Informationen zur

the Clearing System,] [any stock exchange on which the Covered Bank Bonds are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrear, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount for each Interest Period,] [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Covered Bank Bonds are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the relevant Interest Period] [[the second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the [relevant] Interest Period] [insert other time], and

[In the case of Covered Bank Bonds which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

(iii) [Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria][insert other country]]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper].]

[In the case of Covered Bank Bonds which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

(iii) [Publications of information relating to the

Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Fundierten Bankschuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

interest determination pursuant to the rules and regulations of the stock exchange on which the Covered Bank Bonds are listed will be made to the extent provided for by such rules.]

[(●)] *Zinsentagequotient*. "Zinsentagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[(●)] *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"):

[Im Fall, dass Actual/Actual (ICMA Regelung 251) anwendbar ist, einfügen:

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

Der Zinsberechnungszeitraum wird auf folgender Basis berechnet:

The Calculation Period will be calculated on the following basis:

(b) Wenn der Zinsberechnungszeitraum gleich oder kürzer ist als die Feststellungsperiode (wie nachstehend definiert), in die der Zinsberechnungszeitraum fällt, oder falls er ihr entspricht (einschließlich im Falle eines kurzen Kupons), ist der Zinsberechnungszeitraum die Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, geteilt durch [das Produkt aus (1)] [die][der] Anzahl der Tage in der Feststellungsperiode, in die der Zinsberechnungszeitraum fällt [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden]; und

(b) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(c) wenn der Zinsberechnungszeitraum länger ist als eine Feststellungsperiode (langer Kupon), ist der Zinsberechnungszeitraum die Summe aus:

(c) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:

(i) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [das Produkt aus (1)] [die][der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in ein Kalenderjahr fallen]; und

(i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

(ii) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch [das Produkt aus (1)] [die][der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden].]

(ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Wobei:

Where:

"Feststellungsperiode" bezeichnet den Zeitraum ab und einschließlich [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] in einem Jahr bis, aber ausgenommen, zum nächstn [Tag(e) und Monat(e) einfügen, an denen

"Determination Period" means the period from and including [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] in any year to but excluding the next [insert day(s) and month(s) on which interest is normally paid (if more than one,

normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] (Actual/Actual (ICMA Regelung 251)).]

[Im Fall von Actual/Actual (ISDA) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (a) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 366 und (b) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes dividiert durch 365) (**Actual/Actual (ISDA)**)).]

[Im Fall von Actual/365 (Fixed) einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (**Actual/365 (Fixed)**)).]

[Im Fall von Actual/360 einfügen:

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360 (**Actual/360**)).]

[Im Fall von 30/360 oder Bond Basis einfügen:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (i) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (ii) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist) (**30/360 oder Bond Basis**)).]

[Im Fall von 30E/360 oder Eurobond Basis einfügen:

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

[Im Fall von 360/360 einfügen:

then such dates in the alternative)] (Actual/Actual (ICMA Rule 251)).]

[If Actual/Actual (ISDA), insert:

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

[If Actual/365 (Fixed), insert:

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

[If Actual/360, insert:

the actual number of days in the Calculation Period divided by 360 (**Actual/360**)).]

[If 30/360 or Bond Basis, insert:

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

[If 30E/360 or Eurobond Basis, insert:

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

[If 360/360, insert:

die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen. **(360/360).**]

(2) [Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs]:

[Im Fall der Rückzahlung bei Endfälligkeit oder bei Verlängerung der Endfälligkeit zum Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Fundierte Bankschuldverschreibung entspricht dem Nennbetrag der Fundierten Bankschuldverschreibungen.]

[Im Fall der Rückzahlung bei Endfälligkeit oder bei Verlängerung der Endfälligkeit zu einem anderen Betrag als dem Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Fundierte Bankschuldverschreibung beträgt **[Währung einfügen] [Betrag größer gleich dem Nennbetrag einfügen]** je Fundierter Bankschuldverschreibung.]

[Im Fall der Rückzahlung bei Endfälligkeit oder bei Verlängerung der Endfälligkeit zu einem Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Fundierte Bankschuldverschreibung beträgt **[Prozentsatz größer gleich 100% einfügen]** % (Prozent) vom Nennbetrag der Fundierten Bankschuldverschreibungen.]

[Im Fall der Rückzahlung bei Endfälligkeit oder bei Verlängerung der Endfälligkeit zu einem entsprechend der positiven Entwicklung des HVPI gebildeten Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Fundierte Bankschuldverschreibung ausgedrückt in % (Prozent vom Nennbetrag) errechnet sich wie folgt:

$100 + \text{Max} \{ \{ (\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1) \} [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] \}; 0 \}$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf **[Bezugszeitraum (t) einfügen]** veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf **[Bezugszeitraum (t-1) einfügen]** veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●]

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months. **(360/360).**]

(2) [Final Redemption Amount][Final Redemption Rate]:

[If the Covered Bank Bonds are redeemed on the Maturity Date or the Extended Maturity Date at their principal amount insert:]

The Final Redemption Amount in respect of each Covered Bank Bond shall be equal to its principal amount.]

[If the Covered Bank Bonds are redeemed on the Maturity Date or the Extended Maturity Date at an amount other than the principal amount insert:]

The Final Redemption Amount in respect of each Covered Bank Bond shall be **[insert currency] [insert amount greater than or equal to the principal amount]** for each Covered Bank Bond.]

[If the Covered Bank Bonds are redeemed on the Maturity Date or the Extended Maturity Date at a percentage of their principal amount insert:]

The Final Redemption Rate in respect of each Covered Bank Bond shall be **[insert percentage greater than or equal to 100 per cent]** per cent of its principal amount.]

[If the Notes are redeemed on the Maturity Date or the Extended Maturity Date at a percentage of their principal amount corresponding to the positive performance of the HICP, insert:]

The Final Redemption Rate in respect of each Covered Bank Bond expressed in per cent (per cent of its principal amount) shall be calculated as follows:

$100 + \text{Max} \{ \{ (\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1) \} [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] \}; 0 \}$

"HICP(t)" means the level of the HICP that is published by reference to the **[insert reference period(t)]**.

"HICP(t-1)" means the level of the HICP that is published by reference to the **[insert reference period(t-1)]**.

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been

festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Rückzahlungsfestlegungstag veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Endgültigen Rückzahlungskurses zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Rückzahlungsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und

determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Redemption Determination Date.

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Final Redemption Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Final Redemption Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Redemption Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"Rückzahlungsfestlegungstag" bezeichnet [spätestens] den [zweiten] **[zutreffende andere Zahl von Tagen einfügen]** [TARGET][,][und][**sämtliche relevante Finanzzentren einfügen**] Geschäftstag vor dem Rückzahlungstag.]

(3) *Vorzeitige Rückzahlung aus steuerlichen Gründen.*

(a) Die Fundierten Bankschuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Mitteilungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen [gegenüber der [Emissionsstelle] [Schweizer] [Hauptzahlstelle]] und gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) gegenüber den Gläubigern vorzeitig für rückzahlbar erklärt und zu ihrem [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigem Rückzahlungs-kurs] (wie nachstehend definiert) **[im Fall von Fundierten Bankschuldverschreibungen, die keine Nullkupon-Fundierte Bankschuldverschreibungen sind, einfügen:** zuzüglich bis zum für die Vorzeitige Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen] zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Fundierten Bankschuldverschreibungen begeben wird, wirksam) **[im Fall von Fundierten Bankschuldverschreibungen, die nicht Nullkupon-Fundierte Bankschuldverschreibungen sind, einfügen:** am nächstfolgenden [Variablen] [Zinsenzahlungstag] [Festzinsenzahlungstag] (wie in § 4 definiert)] **[im Fall von Nullkupon-Fundierte Bankschuldverschreibungen einfügen:** bei Fälligkeit oder im Fall des Handels oder Tausches einer Fundierten Bankschuldverschreibung] zur Zahlung von zusätzlichen Beträgen (wie in § 8 (Steuern) dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger der Emittentin zur Verfügung stehender

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.

"Redemption Determination Date" means [at the latest] the [second] **[insert other applicable number of days]** TARGET][,][and][**insert all relevant financial centres]** Business Day] prior to the Maturity Date.]

(3) *Early Redemption for Reasons of Taxation.*

(a) The Covered Bank Bonds may be declared repayable, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to [the [Fiscal Agent][Swiss][Principal Paying Agent]] and, pursuant to § [14] (Notices / [No] Stock Exchange Listing) to the Holders, at their [Early Redemption Amount] [Early Redemption Rate] (as defined below) **[in case of Covered Bank Bonds other than Zero Coupon Covered Bank Bonds insert:** together with interest (if any) accrued to the date fixed for redemption (but excluding)] if as a result of any change in, or amendment to, the laws or regulations of the Republic of Austria or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Covered Bank Bonds was issued, the Issuer is required to pay Additional Amounts (as defined in § 8 (Taxation) herein) **[in case of Covered Bank Bonds other than Zero Coupon Covered Bank Bonds insert:** on the immediately succeeding [Floating] [Fixed] Interest Payment Date (as defined in § 4)] **[in case of Zero Coupon Covered Bank Bonds insert:** at maturity or upon the sale or exchange of any Covered Bank Bond], and this obligation cannot be avoided by the use of reasonable measures available to the Issuer.

Maßnahmen vermieden werden kann.

(b) Eine solche Vorzeitige Rückzahlung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Fundierten Bankschuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. **[Im Fall von variabel verzinslichen Fundierten Bankschuldverschreibungen einfügen:** Der für die Vorzeitige Rückzahlung festgelegte Termin muss ein [Variabler] [Kupontermin] [Festkupontermin] [Variabler] [Zinszahlungstag] [Festzinszahlungstag] sein.]

(c) Die Erklärung einer Vorzeitigen Rückzahlung hat gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin und den Vorzeitigen Rückzahlungsbetrag[kurs] nennen.

[Im Fall, dass die Emittentin ein Wahlrecht hat, die Fundierten Bankschuldverschreibungen vorzeitig zurückzahlen einfügen:

(4) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz [(4)][(5)] die Vorzeitige Rückzahlung bekannt gemacht hat, die Fundierten Bankschuldverschreibungen insgesamt oder teilweise [am][an den] Wahl-Rückzahlungstag[en] (Call) [zum Wahl-Rückzahlungsbetrag] [zu den Wahl-Rückzahlungsbeträgen] [zum Wahl-Rückzahlungskurs][zu den Wahl-Rückzahlungskursen] (Call), wie nachstehend angegeben, nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen vorzeitig zurückzahlen.

(b) [Im Fall, dass der Gläubiger ein Wahlrecht hat, die Vorzeitige Rückzahlung der Fundierten Bankschuldverschreibungen zu verlangen, einfügen: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Fundierte Bankschuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [●] dieses § 6 verlangt hat.]

(c) Wahl-Rückzahlungstag[e] (Call) [sind] [ist der] **[Wahl-Rückzahlungstag(e) (Call) einfügen]**

(d) [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskurse] (Call) [ist] [sind] **[[Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskurse] (Call) einfügen]** [für

(b) However, such Early Redemption may not occur (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Covered Bank Bonds then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. **[In case of Floating Rate Covered Bank Bonds insert:** The date fixed for Early Redemption must be [a [Floating] Coupon Date] [Fixed Coupon Date] [[an] [a Fixed] Interest Payment Date][a Floating Interest Payment Date].]

(c) Any such notice for Early Redemption shall be given pursuant to § 14 (Notices / [No] Stock Exchange Listing). It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption[Amount][Rate].

[If Covered Bank Bonds are subject to Early Redemption at the Option of the Issuer insert:

(4) Early Redemption at the Option of the Issuer.

(a) The Issuer may, upon notice of Early Redemption given pursuant to sub-paragraph [(4)][(5)], redeem the Covered Bank Bonds in whole or in part on the Call Redemption Date[s] at the [Call Redemption Amount[s]] [Call Redemption Rate[s]] set forth below together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date.

(b) **[If Covered Bank Bonds are subject to Early Redemption at the Option of the Holder insert:** The Issuer is not entitled to exercise such option in respect of any Covered Bank Bond which is subject to the prior exercise of the Holder's option to redeem such Covered Bank Bond pursuant to subparagraph [●] of this § 6.]

(c) [Call Redemption Date[s]] [is] [are] **[insert Call Redemption Date[s]]**

(d) [Call Redemption Amount[s]] [Call Redemption Rate[s]] [is] [are] **[insert Call Redemption Amount[s] [[Call Redemption Rate[s]]] [for the following Call Redemption Date[s] [insert Call Redemption Date[s]].**

[den] [die] folgende[n] Wahl-Rückzahlungstag[e]
[Wahl-Rückzahlungs-tag[e] (Call) einfügen]].

Eine solche Rückzahlung muss [mindestens]
[höchstens] in Höhe von [●]% des Nennbetrages der
Fundierten Bankschuldverschreibungen erfolgen.]

(e) **[Bei Geltung eines Mindest-Wahl-Rückzahlungsbetrages oder eines erhöhten Wahl-Rückzahlungsbetrages (Call), einfügen:** Eine solche Rückzahlung muss [in Höhe des Nennbetrages von [Betrag einfügen] [mindestens [Mindest-Wahl-Rückzahlungsbetrag einfügen] [erhöhten Wahl-Rückzahlungsbetrag (Call) einfügen] je Fundierter Bankschuldverschreibung erfolgen.]

[(f)] Wenn die Fundierten Bankschuldverschreibungen nur teilweise vorzeitig zurückgezahlt werden, werden die zurückzuzahlenden Fundierten Bankschuldverschreibungen **[im Fall der Verwahrung beim Clearing System einfügen:** in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt.][**im Fall der Verwahrung ohne Clearing System einfügen:** durch Verlosung durch einen Notar bestimmt.]

[(4)][(5)] **Erklärung und Bekanntmachung der Vorzeitigen Rückzahlung.**

Die Erklärung der Vorzeitigen Rückzahlung ist [gegenüber der [Schweizer] [Emissionsstelle] [Hauptzahlstelle] und] gegenüber den Gläubigern der Fundierten Bankschuldverschreibungen durch die Emittentin gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) bekannt zu geben. Sie beinhaltet die folgenden Angaben:

(i) die Bezeichnung der zurückzuzahlenden Serie von Fundierten Bankschuldverschreibungen;

(ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall [den Gesamtnennbetrag][die Gesamtstückzahl] der zurückzuzahlenden Fundierten Bankschuldverschreibungen;

(iii) den Tag der betreffenden Vorzeitigen Rückzahlung oder – wenn anwendbar – den [Wahl-][Vorzeitigen] Rückzahlungstag [(Call)], wobei letzterer nicht weniger als **[Mindestmitteilungsfrist einfügen] [Tage] [Geschäftstage [(wie in § 1 (Definitionen) definiert)]]** und nicht mehr als **[Höchstmitteilungsfrist einfügen] [Tage] [Geschäftstage [(wie in § 1 (Definitionen) definiert)]]** nach dem Tag der Bekanntmachung der Vorzeitigen Rückzahlungserklärung gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) durch die Emittentin gegenüber den Gläubigern liegen darf; [und

(iv) [im Falle einer Vorzeitigen Rückzahlung gemäß § 6(3) den Vorzeitigen Rückzahlungsbetrag oder, wenn anwendbar – den [Wahl-Rückzahlungsbetrag]

Such a redemption has to be made [at least] [at most] in the amount of [●] per cent of the principal amount of the Covered Bank Bonds.

(e) **[In case of a minimum Call Redemption Amount or an increased Call Redemption Amount insert:** The Covered Bank Bonds have to be redeemed at an amount [at their principal amount of [insert amount]] [that is at least equal to [insert minimum Call Redemption Amount]][insert increased Call Redemption Amount] per Covered Bank Bond.]

[(f)] If the Covered Bank Bonds are redeemed early only in part, the Covered Bank Bonds to be redeemed are determined **[in case the Covered Bank Bonds are kept in custody by a Clearing System insert:** according to the rules of the relevant Clearing System] **[in case the Covered Bank Bonds are not kept in custody by a Clearing System insert:** by lot through a notary].

[(4)][(5)] **Declaration and notification of Early Redemption**

The notice of Early Redemption of the Covered Bank Bonds shall be given by the Issuer to the [Swiss] [Principal Paying Agent [Fiscal Agent] and] pursuant to § 14 (Notices / [No] Stock Exchange Listing) by the Issuer to the Holders. It has to contain the following specifications:

(i) the indication of the Series of Covered Bank Bonds that is to be redeemed;

(ii) a statement as to whether the Series is redeemed in whole or in part and in the latter case [the aggregate principal amount][the total number of pieces] of the Covered Bank Bonds to be redeemed;

(iii) the [Call] [Early] Redemption Date or, if applicable and as the case may be the relevant Call Redemption Date, which may not be less than **[insert minimum notification period] [days][Business Days[as defined in § 1 (Definitions)]]** and not more than **[insert maximum notification period] [days][Business Days[as defined in § 1 (Definitions)]]** after the day of the Early Redemption Notice by the Issuer to the Holders pursuant to § 14 (Notices / [No] Stock Exchange Listing); [and]

(iv) [in case of an Early Redemption pursuant to § 6(3), the Early Redemption Amount at which the Covered Bank Bonds are redeemed or- if applicable –

[Wahl-Rückzahlungskurs] (Call), zu dem die Fundierten Bankschuldverschreibungen zurückgezahlt werden.

(v) im Falle einer Vorzeitigen Rückzahlung gemäß § 6(3) eine zusammenfassende Erklärung, die die begründenden Umstände des Rückzahlungsrechts der Emittentin darlegt.]

Im Fall, dass der Gläubiger ein Wahlrecht hat, die Vorzeitige Rückzahlung der Fundierten Bankschuldverschreibungen zu verlangen, einfügen:

[(4)][(5)][(6)] *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

(a) Jeder Gläubiger von Fundierten Bankschuldverschreibungen hat das Recht, die Vorzeitige Rückzahlung der Fundierten Bankschuldverschreibungen insgesamt oder teilweise [am] [an den] Wahl-Rückzahlungstag[en] [zum] [zu den] Wahl-Rückzahlungs[betrag][beträgen][kurs][kursen] gemäß Absatz (d), nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen.

(b) Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Fundierte Bankschuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung ihres Wahlrechts nach Absatz [●] dieses § 6 verlangt hat.

Die Emittentin hat eine Fundierte Bankschuldverschreibung nach rechtswirksamer Ausübung des entsprechenden Wahlrechts durch den Gläubiger gemäß Absatz (e) [am][an den] Wahl-Rückzahlungstag[en] [zum][zu den] Wahl-Rückzahlungs[betrag][beträgen][kurs][kursen], wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

(c) *Wahl-Rückzahlungstag[e].*
[Wahl-Rückzahlungstag ist der [Wahl-Rückzahlungstag einfügen]] [Wahl-Rückzahlungstage sind [Wahl-Rückzahlungstage einfügen]]

(d) *Wahl-Rückzahlungsbetrag:*
[Wahl-Rückzahlungsbetrag am [Wahl-Rückzahlungstag einfügen] ist [Wahl-Rückzahlungsbetrag einfügen]] [Wahl-Rückzahlungsbeträge sind wie folgt: [am [Wahl-Rückzahlungstage einfügen] [Wahl-Rückzahlungsbetrag einfügen]]]

(e) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [Mindestmitteilungsfrist von mindestens 5 Geschäftstagen einfügen] Tage und nicht mehr als [Höchstmitteilungsfrist einfügen] Tage vor dem Wahl-Rückzahlungstag, an dem die Rückzahlung gemäß der Ausübungserklärung (wie

the [Call Redemption Amount][Call Redemption Rate] at which the Covered Bank Bonds are redeemed.

(v) in case of an Early Redemption pursuant to § 6(3), a summarizing statement of the facts constituting the basis for the right of the Issuer so to redeem.]

[If Covered Bank Bonds are subject to Early Redemption at the Option of the Holder insert:

[(4)][(5)][(6)] *Early Redemption at the Option of the Holder.*

(a) Each Holder has the right to claim an Early Redemption of the Covered Bank Bonds in whole or in part on the Optional Early Redemption Date[s] at the Optional Early Redemption [Amount[s]][Rate[s]] pursuant to sub-paragraph (d), together with any interest accrued until the [relevant] Optional Early Redemption Date (excluding).

(b) The Holder is not entitled to exercise such option in respect of any Covered Bank Bond which is subject to the prior exercise of the Issuer's option to redeem such Covered Bank Bond pursuant to subparagraph [●] of this § 6.

After a legally effective exercise of the relevant option by the Holder pursuant to sub-paragraph (e), the Issuer has to redeem the Covered Bank Bonds on the Optional Early Redemption Date[s] at the Optional Early Redemption [Amount[s]][Rate[s]], as described below, together with any interest accrued until the Optional Early Redemption Date (excluding).

(c) *Optional Early Redemption Date[s].* Optional Early Redemption Date[s] [is][are] [insert **Optional Early Redemption Date[s]**]

(d) *Optional Early Redemption Amount:* [Optional Early Redemption Amount on [insert **Optional Early Redemption Date**] is [insert **Optional early Redemption Amount**]]. [Optional Early Redemption Amounts are as follows: [on [insert **Optional early Redemption Dates**][insert **Optional Early Redemption Amounts**]]]

(e) To exercise this option, the Holder has to notify the [Fiscal Agent][Swiss][Principal Paying Agent] about the exercise of the option by way of written notification ("**Exercise Notification**") not less than [insert **minimum notification period of at least 5 Business Days**] and not more than [insert **maximum**

nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle der [Emissionsstelle] [Schweizer][Hauptzahlstelle] eine schriftliche Mitteilung zur Vorzeitigen Rückzahlung ("Ausübungserklärung") zu schicken. Falls die Ausübungserklärung am letzten Tag der Kündigungsfrist vor dem Wahl-Rückzahlungstag nach 17:00 Uhr Wiener Zeit eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) [den [gesamten] Nennbetrag] [die [gesamte] Stückzahl] der Fundierten Bankschuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Fundierten Bankschuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen der [Emissionsstelle][Schweizer][Hauptzahlstelle] und der Zahlstelle[n] in deutscher und englischer Sprache erhältlich ist, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Fundierten Bankschuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Fundierten Bankschuldverschreibungen an die Emittentin oder deren Order.]

[Im Fall von Fundierten Bankschuldverschreibungen außer Nullkupon-Fundierte Bankschuldverschreibungen einfügen:]

[(4)][(5)][(6)][(7)] Vorzeitiger Rückzahlungsbetrag [kurs] [/Kündigungsbetrag] [kurs]].

Für die Zwecke von [§ 1 (Definitionen),] Absatz (3) dieses § 6 und § 10 (Kündigung), entspricht der Vorzeitige Rückzahlungsbetrag [kurs] bzw. der [Kündigungsbetrag][Kündigungskurs] einer Fundierten Bankschuldverschreibung dem [Endgültigen Rückzahlungsbetrag][kurs] gemäß Absatz (2) dieses § 6.][anderen Betrag/Kurs einfügen].]

[Im Fall von Nullkupon-Fundierte Bankschuldverschreibungen einfügen:]

[(5)][(6)][(7)] Vorzeitiger Rückzahlungsbetrag.

- (a) Für die Zwecke des § 6(3) und § 10 (Kündigung) dieser Bedingungen, entspricht der Vorzeitige Rückzahlungsbetrag bzw. [Kündigungsbetrag][Kündigungskurs] einer Fundierten Bankschuldverschreibung dem Amortisationsbetrag der Fundierten Bankschuldverschreibung gemäß § 6(6).

(b) **[Im Falle der Aufzinsung:]**

Der Amortisationsbetrag einer Fundierten Bankschuldverschreibung ("Amortisationsbetrag") entspricht der Summe aus:

notification period] Days after the day on which the redemption shall occur according to the Exercise Notification. If the Exercise Notification is received on the last day of the notice period before the Optional Early Redemption Date after 5:00 p.m. Vienna time, the exercise of the option is not effective. The Exercise Notification has to specify: (i) [the aggregate principal amount][the total number of pieces] of the Covered Bank Bonds regarding which the option is exercised [and][,] (ii) the security identification numbers of such Covered Bank Bonds (if assigned). The form in the German or the English language available at the offices of the [Fiscal Agent][Swiss][Principal Paying Agent] and the Paying Agent[s] may be used for the purpose of the Exercise Notification. The exercise of the option is irrevocable. The Covered Bank Bonds regarding which the option was exercised, will only be redeemed against delivery of the relevant Covered Bank Bonds to the Issuer or its order.]

[In case of Covered Bank Bonds other than Zero Coupon Covered Bank Bonds insert:]

[(4)][(5)][(6)][(7)] Early Redemption [Amount] [Rate] [/Termination Amount][Rate]].

For the purpose of [§ 1 (Definitions),] this § 6(3) and § 10 (Events of Default) the Early Redemption [Amount][Rate] or, as the case may be, the [Termination Amount][Termination Rate] of a Covered Bank Bond is equal to the [Final Redemption Amount][Rate] pursuant to this § 6(2)][insert other amount/rate].]

[In case of Zero Coupon Covered Bank Bonds insert:]

[(5)][(6)][(7)] Early Redemption Amount

- (a) For the purpose of this § 6(3) and § 10 (Events of Default) the Early Redemption Amount or, as the case may be, the [Termination Amount][Termination Rate] of a Covered Bank Bond is equal to the Amortised Face Amount pursuant to this § 6(6).

- (b) **[In the case of accrued interest being added:]**
The amortised face amount ("Amortised Face Amount") of a Covered Bank Bond shall be an amount equal to the sum of:

- (i) **[Referenzpreis]** (der "Referenzpreis"), und
- (ii) dem Produkt aus der Emissionsrendite von **[Emissionsrendite einfügen]** (jährlich kapitalisiert) und dem Referenzpreis ab dem Emissionstag (einschließlich) bis zu dem vorgesehenen Rückzahlungstag (ausschließlich) oder (je nachdem) dem Tag, an dem die Fundierten Bankschuldverschreibungen fällig und rückzahlbar werden.]

[Im Falle der Abzinsung: Der Amortisationsbetrag einer Fundierten Bankschuldverschreibung ("Amortisationsbetrag") entspricht dem Nennbetrag einer Fundierten Bankschuldverschreibung abgezinst mit der Emissionsrendite von **[Emissionsrendite einfügen]** ab dem Rückzahlungstag (einschließlich) bis zu dem Tilgungstermin (ausschließlich). Die Berechnung dieses Betrages erfolgt auf der Basis einer jährlichen Kapitalisierung der aufgelaufenen Zinsen.]

Wenn diese Berechnung für einen Zeitraum, der nicht vollen Kalenderjahren entspricht, durchzuführen ist, hat sie im Fall des nicht vollständigen Jahres (der "Zinsberechnungszeitraum") auf der Grundlage des Zinstagequotienten (wie in § 3 definiert) zu erfolgen.

- (c) Falls die Emittentin den Vorzeitigen **Rückzahlungsbetrag** bei Fälligkeit nicht zahlt, wird der Amortisationsbetrag einer Fundierten Bankschuldverschreibung wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, dass die Bezugnahmen in Unterabsatz (b)(ii) auf den für die Rückzahlung vorgesehenen Rückzahlungstag oder den Tag, an dem diese Fundierten Bankschuldverschreibungen fällig und rückzahlbar werden, durch den früheren der nachstehenden Zeitpunkte ersetzt werden: (i) der Tag, an dem die Zahlung gegen ordnungsgemäße Vorlage und Einreichung der betreffenden Fundierten Bankschuldverschreibungen (sofern erforderlich) erfolgt, und (ii) der vierzehnte Tag, nachdem die Emissionsstelle gemäß § 14 mitgeteilt hat, dass ihr die für die Rückzahlung erforderlichen Mittel zur Verfügung gestellt wurden.]

[(●)] Rundung von Rückzahlungsbeträgen: Rückzahlungsbeträge werden auf **[Anzahl einfügen]** Dezimalen nach dem Komma gerundet.

- (i) **[Reference Price]** (the "Reference Price"), and
- (ii) the product of the Amortisation Yield being **[insert Amortisation Yield]** (compounded annually) and the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Covered Bank Bonds become due and payable].

[In the case of unaccrued interest being deducted: The amortised face amount ("**Amortised Face Amount**") of a Covered Bank Bond shall be the principal amount thereof adjusted for interest from (and including) the Maturity Date to (but excluding) the date of final repayment by the Amortisation Yield, being **[Amortisation Yield]**. Such calculation shall be made on the assumption of an annual capitalisation of accrued interest.]

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year (the "**Calculation Period**") shall be made on the basis of the Day Count Fraction (as defined in § 3).

- (c) **If** the Issuer fails to pay the Early Redemption Amount when due, the Amortised Face Amount of a Covered Bank Bond shall be calculated as provided herein, except that references in subparagraph (b)(ii) above to the date fixed for redemption or the date on which such Covered Bank Bond becomes due and repayable shall refer to the earlier of (i) the date on which upon due presentation and surrender of the relevant Covered Bank Bond (if required), payment is made, and (ii) the fourteenth day after notice has been given by the Fiscal Agent in accordance with § 14 that the funds required for redemption have been provided to the Fiscal Agent.]

[(●)] *Rounding of Redemption Amounts:* Redemption Amounts are rounded to **[insert number]** decimals.

§ 7 BEAUFTRAGTE STELLEN

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellten Erfüllungsgehilfen (die "Beauftragten Stellen") und deren jeweilige bezeichnete Geschäftsstelle lauten wie folgt:

"Emissionsstelle":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Wien
Österreich
(Österreichische Emissionsstelle)]

[andere/weitere Emissionsstelle]

"[Hauptzahlstelle][Zahlstelle]":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Deutschland]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Wien
Österreich]

**[andere/weitere Hauptzahlstelle /
Zahlstelle/bezeichnete Geschäftsstelle(n)]**

["Schweizer [Hauptzahlstelle][Zahlstelle]":

**[Schweizer Hauptzahlstelle/Zahlstelle und
Adresse]].**

["Berechnungsstelle":

[Die Emissionsstelle handelt auch als
Berechnungsstelle.]

[Als Berechnungsstelle fungiert: **[Name und Adresse
der Berechnungsstelle einfügen]]]**

[Sonstige Stellen: **[sonstige Stellen einfügen]]**

Die oben genannten Beauftragten Stellen behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] durch eine andere bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung einer der oben genannten Beauftragten Stellen zu ändern oder zu beenden und eine andere

§ 7 AGENTS

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

"Fiscal Agent":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria
(Austrian Fiscal Agent)]

[other/further Fiscal Agent]

"[Principal] Paying Agent":

[Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Germany]

[Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria]

**[other/additional [Principal] Paying
Agent/specified office(s)]**

["Swiss [Principal] Paying Agent":

**[Insert name and address of Swiss Principal Paying
Agent/Paying Agent]]**

["Calculation Agent":

[The Fiscal Agent shall also act as Calculation Agent.]

[Calculation Agent is: **[Insert name and address of
Calculation Agent]]]**

[Other Agents: **[insert other Agents]]**

Any Agent named above reserves the right at any time to change its respective specified [office] [Swiss Principal Paying Agent office] to some other [office] [Swiss Principal Paying Agent office].

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or

Emissionsstelle/Zahlstelle oder zusätzliche oder andere Beauftragte Stellen im Einklang mit allen anwendbaren Vorschriften zu bestellen. 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 § [14] (Mitteilungen / [Keine] Börsennotiz) vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

[(3) *Erfüllungsgehilfen der Emittentin.* Die oben genannten Beauftragten Stellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.]

[(3)][(4)] *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von einer Beauftragten Stelle für die Zwecke dieser Bedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin und alle sonstigen Beauftragten Stellen/Erfüllungsgehilfen und die Gläubiger bindend.

§ 8 STEUERN

(1) *Besteuerung.* Sämtliche auf die Fundierten Bankschuldverschreibungen zu zahlenden Beträge werden von der Emittentin ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art ("Steuern") geleistet, die von der Republik Österreich oder einer ihrer Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt oder Abzug gesetzlich vorgeschrieben, wird die Emittentin zusätzliche Beträge in der Höhe leisten, die notwendig ist, um zu gewährleisten, dass die von den Gläubigern unter Berücksichtigung eines solchen Einhalts oder Abzugs erhaltenen Beträge den Beträgen entsprechen, die die Gläubiger ohne einen solchen Einbehalt oder Abzug erhalten hätten (die "**Zusätzlichen Beträge**"). Die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für solche Steuern, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person (einschließlich der Emittentin) oder von der Emittentin, falls keine Depotbank oder kein Inkassobeauftragter ernannt wird, oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Ausschüttungen einen Einbehalt oder Abzug

additional or other Agents in accordance with all applicable regulations. 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 10 days' prior notice thereof shall have been given to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).

[(3) *Agents of the Issuer.* The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.]

[(3)][(4)] *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8 TAXATION

(1) *Taxation.* All amounts payable in respect of the Covered Bank Bonds will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Republic of Austria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer will pay such additional amounts as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Covered Bank Bonds in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which:

(a) are payable by any person (including the Issuer) acting as custodian bank or collecting agent on behalf of a Holder, or by the Issuer if no custodian bank or collecting agent is appointed or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or distributions made by it; or

vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Republik Österreich zu zahlen sind; oder

(c) aufgrund (i) einer Richtlinie der Europäischen Union betreffend die Besteuerung von Ertragsausschüttungen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Republik Österreich oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die eine solche Richtlinie oder Vereinbarung umsetzt oder befolgt, einzubehalten oder abzuziehen sind; oder

(d) einbehalten oder abgezogen werden, wenn eine solche Zahlung von einer anderen Depotbank oder einem anderen Inkassobeauftragten ohne den Einbehalt oder Abzug hätte bewirkt werden können; oder

(e) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) wirksam wird; oder

(f) nicht zu entrichten wären, wenn der Gläubiger den Einbehalt oder Abzug durch Vorlage einer Ansässigkeitsbescheinigung, Freistellungsbescheinigung oder ähnlicher Dokumente vermeiden könnte.

(2) *FATCA-Steuerabzug.* Die Emittentin ist zum Einbehalt oder Abzug der Beträge berechtigt, die gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgebestimmungen), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem Internal Revenue Service geschlossenen Verträgen erforderlich sind ("**FATCA-Steuerabzug**"). Die Emittentin ist nicht verpflichtet, zusätzliche Zahlungen zu leisten oder Gläubiger, wirtschaftliche Eigentümer oder andere Finanzintermediäre in Bezug auf einen FATCA-Steuerabzug schadlos zu halten, die von der Emittentin, der Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden.

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(3) Keinerlei Verpflichtung zur Zahlung zusätzlicher Beträge besteht für Steuern, die von einer Zahlung einzubehalten oder abzuziehen sind aufgrund einer

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Republic of Austria; or

(c) are withheld or deducted pursuant to (i) any European Union Directive concerning the taxation of distributions income or (ii) any international treaty or understanding relating to such taxation and to which the Republic of Austria or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, treaty or understanding; or

(d) are withheld or deducted, if such payment could have been effected by another custodian bank or collecting agent without such withholding or deduction; 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 and notice thereof is published in accordance with § [14] (Notices [No] Stock Exchange Listing), whichever occurs later; or

(f) would not be payable if the Holder is able to avoid such a withholding or deduction providing a certificate of residence, certificate of exemption or any other similar documents.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

[In the case of a Covered Bank Bond issue where the Covered Bank Bonds are kept in custody by SIX SIS AG, insert:

(3) No additional amounts shall be payable on account of any Taxes which are required to be withheld or deducted from a payment pursuant to laws

durch den Schweizer Gesetzgeber erlassenen gesetzlichen Vorschrift, welche das Schweizer System der Verrechnungssteuer vom Schuldnerprinzip zum Zahlstellenprinzip umwandelt, nach welchem eine andere Person in der Schweiz als der Emittent verpflichtet ist, die Steuer auf Zinszahlungen einzubehalten.]

§ 9 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch ("BGB") bestimmte Vorlegungsfrist wird für die Fundierten Bankschuldverschreibungen [(i)] im Hinblick auf das Kapital auf [zehn] **[andere Anzahl Jahre einfügen]** [Jahre] [verkürzt] [unbegrenzte Zeit] [festgesetzt] [.]. [(ii) und im Hinblick auf die Zinsen auf [vier] **[andere Anzahl Jahre einfügen]** [Jahre] [unbegrenzte Zeit] [festgesetzt][verkürzt]].

§ 10 KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Fundierte Bankschuldverschreibung durch Kündigungserklärung zu kündigen und deren sofortige Rückzahlung zu ihrem [Kündigungsbetrag] [Kündigungskurs] (wie in § 6 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls die Emittentin Kapital oder Zinsen nicht innerhalb von 15 Tagen nach dem betreffenden Fälligkeitstag zahlt **[im Fall von Fundierten Bankschuldverschreibungen, deren Laufzeit sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert, einfügen:]** (außer in dem Fall, dass sich die Laufzeit der Fundierten Bankschuldverschreibungen in Übereinstimmung mit den in § 6 (1a) enthaltenen Bestimmungen verlängert)].

(2) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Fundierten Bankschuldverschreibungen gemäß vorstehendem Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber der [Emissionsstelle][Schweizer Hauptzahlstelle] zu erklären und persönlich oder per Einschreiben an deren bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Fundierten Bankschuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [15](3) definiert) oder auf andere geeignete Weise erbracht werden.

§ 11 ERSETZUNG

(1) Die Bestimmungen dieses § 11 finden keine

enacted by Switzerland changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person in Switzerland other than the Issuer is required to withhold tax on any interest payments.]

§ 9 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") in relation to the Covered Bank Bonds is [(i)] [reduced to] [ten] **[insert other number of years]** [years] [unlimited] in respect of principal[.] [and (ii) [limited to] [four] **[insert other number of years]** [years] [unlimited] in respect of interest]].

§ 10 EVENTS OF DEFAULT

(1) *Events of default.* Each Holder shall be entitled to declare by notice its Covered Bank Bonds due and demand immediate redemption thereof at the [Termination Amount] [Termination Rate] (as described in § 6), together with accrued interest (if any) to the date of repayment, in the event that the Issuer fails to pay principal or interest within 15 days from the relevant due date **[in case of Covered Bank Bonds, whose term shall be extended in case the Issuer does not pay the outstanding aggregate principal amount on the Maturity Date, insert:]** (other than in a case in which the term of the Covered Bank Bonds is extended in accordance with the provisions set out in § 6 (1a)).

(2) *Notice.* Any notice, including any notice declaring Covered Bank Bonds due, in accordance with the above mentioned subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the [Fiscal Agent][Swiss Principal Paying Agent] together with proof that such Holder at the time of such notice is a Holder of the relevant Covered Bank Bonds by means of a certificate of his Custodian (as defined in § [15](3)) or in other appropriate manner.

§ 11 SUBSTITUTION

(1) The provisions in this § 11 do not apply in any

Anwendung auf Fälle der gesetzlichen Rechtsnachfolge.

(2) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Fundierten Bankschuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein verbundenes Unternehmen der Emittentin als Hauptschuldnerin für alle Verpflichtungen im Zusammenhang mit diesen Fundierten Bankschuldverschreibungen (die "Nachfolgeschuldnerin") einzusetzen, sofern:

(a) die Nachfolgeschuldnerin berechtigt ist, Fundierte Bankschuldverschreibungen gemäß dem FBSchVG und gemäß ihrer Satzung zu begeben;

(b) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Fundierten Bankschuldverschreibungen übernimmt, einschließlich aller Verpflichtungen im Zusammenhang mit dem Deckungsstock zur Deckung der Fundierten Bankschuldverschreibungen in Übereinstimmung mit dem FBSchVG, und sich verpflichtet, die Bedingungen für noch ausstehende fundierte Bankschuldverschreibungen nicht zu ändern;

(c) die Emittentin und die Nachfolgeschuldnerin alle notwendigen Bewilligungen erhalten haben und die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder in dem Zusammenhang mit diesen Fundierten Bankschuldverschreibungen ergebenden Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, zu erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an die Emissionsstelle in der festgelegten Währung übertragen können;

(d) die Nachfolgeschuldnerin sich verpflichtet, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm in Folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden; und

(e) der Emissionsstelle jeweils eine Bestätigung bezüglich der Rechtsordnungen der Emittentin und der Nachfolgeschuldnerin von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden, wobei eine Bestätigung der Voraussetzungen nach Unterabsatz (d) dann nicht zu erbringen ist, wenn die Nachfolgeschuldnerin sich vertraglich zur Zahlung ggf. anfallender Steuern, Abgaben oder behördlicher Lasten, die einem Gläubiger bezüglich der Ersetzung auferlegt werden, verpflichtet hat.

(3) *Bekanntmachung.* Eine Ersetzung hat die Emittentin gemäß § [14] (Mitteilungen / [Keine]

case of succession by operation of law.

(2) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Covered Bank Bonds is in default, at any time substitute for the Issuer an Affiliate of the Issuer as principal debtor in respect of all obligations arising from or in connection with the Covered Bank Bonds (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor is entitled to issue Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*) pursuant to the FBSchVG and its Articles of Association;

(b) the Substitute Debtor assumes all obligations of the Issuer in respect of the Covered Bank Bonds, including all obligations in relation to the cover pool of assets which cover the Covered Bank Bonds pursuant to the FBSchVG and agrees not to alter the Conditions applicable to any outstanding Covered Bank Bonds;

(c) the Issuer and the Substitute Debtor have obtained all necessary authorisations and the Substitute Debtor may transfer to the Fiscal Agent in the Specified Currency 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 fulfillment of the payment obligations arising under the Covered Bank Bonds;

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

(e) there shall have been delivered to the Fiscal Agent one opinion for each of the Issuer's and the Substitute Debtor's jurisdiction of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied, provided that an opinion with regard to subparagraph (d) shall not be delivered if the Substitute Debtor has contractually committed to pay any tax, duty, assessment or governmental charge imposed on a Holder in respect of the substitution.

(3) *Notice.* Notice of any such substitution shall be published in accordance with § [14] (Notices / [No]

Börsennotiz) mitzuteilen.

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

(5) Im Fall einer Ersetzung folgt die Nachfolgeschuldnerin der Emittentin als Rechtsnachfolgerin nach, ersetzt diese und darf alle Rechte und Befugnisse der Emittentin aus den Fundierten Bankschuldverschreibungen mit der gleichen Wirkung geltend machen, als wenn die Nachfolgeschuldnerin in diesen Bedingungen als Emittentin genannt worden wäre, und die Emittentin (bzw. die Gesellschaft, die zuvor die Verpflichtungen der Emittentin übernommen hat) wird von ihren Verpflichtungen als Schuldnerin aus den Fundierten Bankschuldverschreibungen befreit.

(6) Nach einer Ersetzung gemäß diesem § 11 kann die Nachfolgeschuldnerin ohne Zustimmung der Gläubiger eine weitere Ersetzung durchführen. Die in § 11 genannten Bestimmungen finden entsprechende Anwendung. Bezugnahmen in diesen Bedingungen auf die Emittentin gelten, wo der Zusammenhang dies erfordert, als Bezugnahmen auf eine derartige weitere Neue Nachfolgeschuldnerin.

Für die Zwecke dieses § 11 bedeutet "verbundenes Unternehmen" ein verbundenes Unternehmen im Sinne von § 228 österreichisches UGB (Unternehmensgesetzbuch).

§ 12 ÄNDERUNG DER BEDINGUNGEN, GEMEINSAMER VERTRETER

Die Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "SchVG") sind nicht anwendbar.

§ 13 BEGEBUNG WEITERER FUNDIERTER BANKSCHULDVERSCHREIBUNGEN, RÜCKKAUF UND ENTWERTUNG

(1) *Begebung weiterer Fundierter Bankschuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Fundierte Bankschuldverschreibungen mit gleichen Bedingungen (gegebenenfalls mit Ausnahme des Tages der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit dieser Tranche Fundierter

Stock Exchange Listing).

(4) *Change of References.* In the event of any such substitution, any reference in these 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.

(5) In the event of any such substitution, the Substitute Debtor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Covered Bank Bonds with the same effect as if the Substitute Debtor had been named as the Issuer herein, and the Issuer (or any corporation which shall have previously assumed the obligations of the Issuer) shall be released from its liability as obligor under the Covered Bank Bonds.

(6) After a substitution pursuant to this § 11, the Substitute Debtor may, without the consent of Holders, effect a further substitution. All the provisions specified in § 11 shall apply mutatis mutandis. References in these Conditions of Issue to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substituted Debtor.

For the purposes of this § 11, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of section 228 Austrian Entrepreneur Act (*Unternehmensgesetzbuch*).

§ 12 AMENDMENT OF THE CONDITIONS, HOLDERS' REPRESENTATIVE

The German Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*) is not applicable.

§ 13 FURTHER ISSUES, REPURCHASES AND CANCELLATION

(1) *Issue of Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Covered Bank Bonds having the same Conditions as the Covered Bank Bonds in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with this tranche of Covered Bank

Bankschuldverschreibungen der Serie **[Serie einfügen]** eine einheitliche Serie bilden.

(2) *Rückkauf*. Die Emittentin ist berechtigt, Fundierte Bankschuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Fundierten Bankschuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder [entwertet werden] [bei der [Emissionsstelle][Schweizer Hauptzahlstelle] zwecks Entwertung eingereicht werden].

§ 14

MITTEILUNGEN / [KEINE] BÖRSENNOTIZ

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

[(1) Die Emittentin wird alle die Fundierten Bankschuldverschreibungen betreffenden Mitteilungen [an das Clearing System] **[im Fall der Tresorverwahrung bei der Emittentin:** in geeigneter Weise gemäß Abs. (3)] zur Weiterleitung [durch das Clearing System] [durch die Depotverwaltung der Emittentin] an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am **[Zahl des Tages einfügen]** Tag nach dem Tag der Mitteilung [an das Clearing System] [im: **[Medium einfügen]**] [an die Depotverwaltung] als den Gläubigern mitgeteilt.]

[(1)][(2)] [Im Falle von Fundierten Bankschuldverschreibungen, die durch eine Notierungsbehörde, Börse und/oder durch ein Kursnotierungssystem zugelassen und/oder einbezogen sind und/oder deren Kurse durch sie bzw. es notiert werden, werden Mitteilungen im Einklang mit den Regeln und Bestimmungen einer solchen Notierungsbehörde, Börse und/oder eines solchen Kursnotierungssystems veröffentlicht werden. [Solange die Fundierten Bankschuldverschreibungen an der Luxemburger Börse gelistet werden, werden die die Fundierten Bankschuldverschreibungen betreffenden Mitteilungen auf der Website der Luxemburger Börse www.bourse.lu beziehungsweise auf einer anderen Website oder über ein anderes Publikationsmedium gemäß den Regeln und Bestimmungen der Luxemburger Börse veröffentlicht.]

Jede derartige Mitteilung gilt am Tag der Veröffentlichung als wirksam erfolgt.]

[Eine Börsennotiz ist nicht vorgesehen.]

[[(1)][(2)][(3)] Die Emittentin wird Mitteilungen [auch] [auf deren website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [und] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in

Bonds of series [insert series].

(2) *Repurchases*. The Issuer may at any time purchase Covered Bank Bonds in any market or otherwise and at any price. Covered Bank Bonds purchased by the Issuer may, at the option of the Issuer, be held, resold or [cancelled] [surrendered to the [Fiscal Agent] [Swiss Principal Paying Agent] for cancellation].

§ 14

NOTICES / [NO] STOCK EXCHANGE LISTING

[In the case of a Covered Bank Bonds issue where the Covered Bank Bonds are not kept in custody by SIX SIS AG, insert:

[(1) The Issuer shall deliver all notices concerning the Covered Bank Bonds [to the Clearing System] **[in case of custody in the safe of the Issuer:** in appropriate manner according to subparagraph (3)] for communication [by the Clearing System] [custody administration of the Issuer] to the Holders. Any such notice shall be deemed to have been given to the Holders on the **[number of days]** day after the day on which said notice was given to the [Clearing System] [in **[Insert medium]** [custody administration]].

[(1)][(2)] [In the case of Covered Bank Bonds which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, notices shall be published in accordance with the rules and regulations of such listing authority, stock exchange and/or quotation system. [As long as the Covered Bank Bonds are listed on the Luxembourg Stock Exchange, notices concerning the Covered Bank Bonds will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange.]

Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.]

[A listing on a stock exchange is not envisaged.]

[[(1)][(2)][(3)] The Issuer will [also] publish notices [on its website www.rbinternational.com/Investors/Information for Debt Investors] [and] [in a leading daily newspaper having general circulation in

[Österreich][Luxemburg][**anderes Land einfügen**], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [**andere Zeitung einfügen**] veröffentlichen. Jede derartige Mitteilung gilt am [**Zahl des Tages einfügen**] Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

[(2)][(3)][(4)] Jede derartige Mitteilung [, außer im Fall von Absatz [(1)][(2)],] gilt bei mehreren Veröffentlichungen am [**Zahl des Tages einfügen**] Tag nach dem Tag der ersten solchen Veröffentlichung als wirksam erfolgt.]

[(2)][(3)][(4)][(5)] *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich in deutscher oder englischer Sprache erfolgen. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Fundierten Bankschuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [15](3) (Schlussbestimmungen) definiert) oder auf andere geeignete Weise erbracht werden. Solange Fundierte Bankschuldverschreibungen durch eine [Globalurkunde] [Sammelurkunde] verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Emissionsstelle [**im Fall von Fundierten Bankschuldverschreibungen, die im Clearing System verwahrt werden einfügen**: über das Clearing System in der von der Emissionsstelle und dem Clearing System dafür vorgesehenen Weise][**im Fall der Tresorverwahrung einfügen**: zur Weiterleitung an die Emittentin] erfolgen.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(1) Solange die Fundierten Bankschuldverschreibungen an der SIX Swiss Exchange AG notiert sind und solange die Regeln der SIX Swiss Exchange AG dies so verlangen, werden alle Mitteilungen im Hinblick auf die Fundierten Bankschuldverschreibungen wirksam durch die Schweizer Hauptzahlstelle im Wege (i) der elektronischen Veröffentlichung auf der Website der SIX Exchange Regulation ([www.six-exchange-regulation.com], wobei Mitteilungen gegenwärtig unter <https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>)[●] veröffentlicht werden), oder (ii) einer anderen Veröffentlichung, die den Regularien der SIX Swiss Exchange AG entspricht, veröffentlicht. Jede so veröffentlichte Mitteilung gilt am Tage ihrer Veröffentlichung oder, falls mehrfach veröffentlicht, am Tage der ersten Veröffentlichung als wirksam erfolgt.

(2) Falls die Fundierten Bankschuldverschreibungen

[Austria][Luxembourg][**insert other country**]. This newspaper is expected to be [*Amtsblatt zur Wiener Zeitung*] [**insert other newspaper**]. Any notice so given will be deemed to have been validly given on the [**insert number of days**] day following the date of such publication.]

[(2)][(3)][(4)] Any notice so given [, except in case of subparagraph [(1)][(2)],] will be deemed to have been validly given if published more than once, on the [**insert number of days**] day after the date of the first such publication.]

[(2)][(3)][(4)][(5)] *Form of Notice of Holders.* Notices to be given by any Holder shall be made in writing in the English or German language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Covered Bank Bonds at the time of the giving of such notice. Proof may be made by means of a certificate of the Custodian (as defined in § [15](3) (Final Provisions)) or in any other appropriate manner. So long as Covered Bank Bonds are securitised in the form of a [Global Note][Global Certificate], such notice may be given by the Holder to the Fiscal Agent [**If the Covered Bank Bonds are held in custody by the Clearing System**: through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose] [*in case of custody in the safe of the Issuer*: for communication to the Issuer].

[In the case of a Covered Bank Bond issue where the Covered Bank Bonds are kept in custody by SIX SIS AG, insert:

(1) So long as the Covered Bank Bonds are listed on SIX Swiss Exchange Ltd and so long as the rules of SIX Swiss Exchange Ltd so require, all notices in respect of the Covered Bank Bonds will be validly given through the Swiss Principal Paying Agent (i) by means of electronic publication on the internet website of SIX Swiss Exchange Ltd ([www.six-exchange-regulation.com], where notices are currently published under [<https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>])[●]), or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange Ltd. Any notices so given shall be deemed to have been validly given on the date of such publication or, if published more than once, on the first date of such publication.

(2) Where the Covered Bank Bonds are no longer

nicht mehr an der SIX Swiss Exchange AG notiert sind, wird die Emittentin alle die Fundierten Bankschuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung durch das Clearing System an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 15

SCHLUSSBESTIMMUNGEN

[Im Fall, dass die Fundierten Bankschuldverschreibungen von einem ICSD oder von SIX SIS AG verwahrt werden, einfügen:

(1) *Anwendbares Recht.* [Form und] Inhalt der Fundierten Bankschuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht, bis auf § 3, § 10 und § 11, die österreichischem Recht unterliegen, und entsprechen dem FBSchVG.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz, einfügen:

(2) *Anwendbares Recht.* Inhalt der Fundierten Bankschuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht, bis auf § 3, § 10 und § 11, die österreichischem Recht unterliegen, und entsprechen FBSchVG. Die aus der Form und Verwahrung der Fundierten Bankschuldverschreibungen [im Tresor der Emittentin] [bei der OeKB] gemäß § 2 [(2)] lit. (a) dieser Bedingungen folgenden Rechtswirkungen unterliegen ebenfalls österreichischem Recht.]

(3) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Fundierten Bankschuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das zuständige Gericht in Wien, Österreich. Für Klagen von und gegen österreichische Konsumenten sind die im österreichischen Konsumentenschutzgesetz und in der Jurisdiktionsnorm zwingend vorgesehenen Gerichtsstände maßgeblich.

[(2)][(3)] *Gerichtliche Geltendmachung.* Jeder Gläubiger von Fundierten Bankschuldverschreibungen 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 Fundierten Bankschuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) indem er eine Bescheinigung der Depotbank (wie nachstehend definiert) beibringt, bei der er für die Fundierten Bankschuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die

listed on SIX Swiss Exchange Ltd the Issuer shall deliver all notices concerning the Covered Bank Bonds to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said notice was given to the Clearing System.]

§ 15

FINAL PROVISIONS

[In the case the Covered Bank Bonds are kept in custody by an ICSD or by SIX SIS AG, insert:

(1) *Applicable Law.* The Covered Bank Bonds, as to [form and] content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law except for § 3, § 10 and § 11 which will be governed by Austrian law and shall comply with the FBSchVG.]

[In the case a Global Certificate is kept in custody pursuant to Austrian Depotgesetz, insert

(2) *Applicable Law.* The Covered Bank Bonds, as to content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law except for § 3, § 10 and § 11 which will be governed by Austrian law and shall comply with the FBSchVG. The legal effect as to form and the custody of the Covered Bank Bonds [in the safe of the Issuer] [at the OeKB] pursuant to § 2 [(2)] lit. (a) of these Conditions will be governed by the laws of Austria.]

(3) *Jurisdiction.* The competent court in Vienna, Austria shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Covered Bank Bonds. Any claims raised by or against Austrian consumers shall be subject to the statutory jurisdiction set forth by the Austrian Consumer Protection Act and the Jurisdiction Act (Jurisdiktionsnorm).

[(2)][(3)] *Enforcement.* Any Holder of Covered Bank Bonds may in any Proceedings 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 Covered Bank Bonds 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 Covered Bank Bonds (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Covered Bank Bonds credited to such securities account on the date of such statement and (c) confirming that the Custodian has

vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Fundierten Bankschuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) indem er eine Kopie der die betreffenden Fundierten Bankschuldverschreibungen verbriefenden Globalurkunde vorlegt, 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 Fundierten Bankschuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Fundierten Bankschuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Fundierten Bankschuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

[(3)][(4)] *Sprache.*

[Im Fall zweisprachiger Bedingungen und maßgeblicher deutscher Fassung einfügen:]

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

[Im Fall einsprachig deutscher Bedingungen einfügen:]

Diese Bedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[Im Fall zweisprachiger Bedingungen und maßgeblicher englischer Fassung einfügen:]

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

given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the Covered Bank Bonds in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Covered Bank Bonds. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Covered Bank Bonds and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Covered Bank Bonds also in any other way which is admitted in the country of the proceedings.

[(3)][(4)] *Language.*

[In case of bi-lingual Conditions with German binding insert:]

These 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 non-binding.]

[In the case the Conditions are to be in English only insert:]

These Conditions are written in the English language only.]

[In case of bi-lingual Conditions with English binding insert:]

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is non-binding.]

**OPTION IV -
ANLEIHEBEDINGUNGEN FÜR
BERÜCKSICHTIGUNGSFÄHIGE
SCHULDVERSCHREIBUNGEN**

**§ 1
DEFINITIONEN**

"Bedingungen" bedeutet diese Anleihebedingungen der Schuldverschreibungen, wie vervollständigt.

[Wenn Referenz-Zinssatz anwendbar, einfügen:]

"Bildschirmseite [[•]]" bedeutet [REUTERS Bildschirmseite [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg Seite CPTFEMU Index] **[Bildschirmseite und ggf. zusätzliche Angaben einfügen]** oder jede Nachfolgesseite.]

[Wenn Referenz-Swapsatz anwendbar, einfügen:]

"Bildschirmseite [[•]]" bedeutet [•]

[Wenn Referenzwert ist CMS-Satz, einfügen:]

"Bildschirmseite [[•]]" bedeutet [•]

"Clearing System" bedeutet **[im Fall von mehr als einem Clearing System einfügen:]** jeweils: [Clearstream Banking, S.A., Luxemburg, ("CBL")] [,] [und] [Euroclear Bank SA/NV, als Betreiberin des Euroclear Systems ("Euroclear")] [(CBL und Euroclear sind jeweils ein "ICSD" (International Central Securities Depository) und zusammen die "ICSDs")] [,] [und] [OeKB CSD GmbH ("OeKB")] [,] [und] [SIX SIS AG, Olten, Schweiz] [,] [und] **[anderes Clearing System angeben]**.

["Depotgesetz, DepG" bezeichnet das Bundesgesetz vom 22. Oktober 1969 über die Verwahrung und Anschaffung von Wertpapieren (Depotgesetz), BGBl. Nr.

**OPTION IV -
TERMS AND CONDITIONS FOR ELIGIBLE
NOTES**

**§ 1
DEFINITIONS**

"Conditions" means these Terms and Conditions of the Notes as completed.

[If Reference Interest Rate is applicable, insert:]

"Screen Page [[•]]" means [REUTERS Screen Page [EURIBOR01] [LIBOR01] [LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg page CPTFEMU Index] **[insert Screen Page and additional information if necessary]** or each successor page.]

[If Reference Swap Rate is applicable, insert:]

"Screen Page [[•]]" means [•]

[If Reference Rate is CMS Rate, insert:]

"Screen Page [[•]]" means [•]

"Clearing System" means **[if more than one Clearing System insert:]** each of: [Clearstream Banking, S.A., Luxembourg, ("CBL")] [,] [and] [Euroclear Bank SA/NV, as operator of the Euroclear System ("Euroclear")] [(CBL and Euroclear are each an "ICSD" (International Central Securities Depository) and together the "ICSDs")] [,] [and] [OeKB CSD GmbH ("OeKB")] [,] [and] [SIX SIS AG, Olten, Switzerland] [,] [and] **[specify other Clearing System]**.

["Austrian Depotgesetz, DepG" means the Federal law on Custody and Acquisition of Securities of 22 October 1969 (*Depotgesetz*), BGBl. No.

424/1969 idgF.]

["Geschäftstag"]

bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] **[falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind]] **[falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]

["Business Day"]

424/1969 as amended]

means any day (other than a Saturday or a Sunday) on which [the Clearing System] **[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] **[if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].]

["Gläubiger"]

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen Rechts an den Schuldverschreibungen.]

["Holder"]

[In the case of an issue where the Notes are not kept in custody by SIX SIS AG, insert: means any holder of a co-ownership interest or other beneficial interest or right in the Notes.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen: bedeutet jeder Inhaber eines Miteigentumsanteils oder vergleichbaren anderen Rechts an den Schuldverschreibungen die nach den Bestimmungen des Clearing Systems auf einen neuen Gläubiger übertragen werden können. In Bezug auf Schuldverschreibungen, welche als Bucheffekten im Sinne des schweizerischen Bucheffektengesetzes gehalten werden, gelten als Gläubiger von Schuldverschreibungen die Anleger, d.h. diejenigen Personen, mit Ausnahme der Verwahrungsstelle selbst, welche die Schuldverschreibungen in einem bei der Verwahrungsstelle geführten Effektenkonto halten].]

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert: means any holder of a proportionate co-ownership or other comparable beneficial interest or right in the Notes which may be transferred to a new Holder in accordance with the provisions of the Clearing System. In respect of Notes held in the form of intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), the Holders of Notes will be the investors, i.e. the persons, other than intermediaries, holding the Notes in a securities account with an Intermediary].]

[Wenn Referenzwert anwendbar ist, einfügen:

"Referenzwert" bedeutet einen Wert, [der] [dessen Entwicklung] [die Höhe] [eines/des/der variablen Zinssatzes/Zinssätze] [und][oder] [den Rückzahlungsbetrag] [und][oder][die Verzinsung für eine bestimmte Zinsenlaufperiode] [und][oder][die Laufzeit der Schuldverschreibungen] [**eine andere Rechtsfolge einfügen**] bestimmt (z.B. ein Zinssatz, ein Swapsatz, ein Wechselkurs, etc.)]

[If Reference Rate is applicable, insert:

"Reference Rate" means a value, [which][the performance of which] determines [the hight of a/the] [floating interest rate(s)] [and][or] [the Redemption Amount][and][or][if any interest will be paid for a certain interest period][and] [or] [the maturity of the Notes][**insert any other legal consequence**] (i.e. an interest rate, a Swap Rate, an exchange rate, etc.)]

[Wenn der Referenzwert ein Zinssatz ist einfügen:

"Referenz-Zinssatz" ist der Angebotssatz für den [**Zahl**]-Monats [EURIBOR][LIBOR][USD LIBOR][CHF LIBOR] [**andere Währung LIBOR einfügen**] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [**anderen Referenz-Zinssatz einfügen**], der auf der Bildschirmseite am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] gegen [11.00] [**maßgebliche Uhrzeit einfügen**] Uhr ([**maßgebliche Zeitzone einfügen**]) angezeigt wird.

[If the Reference Rate is an Interest Rate insert:

"Reference Interest Rate" means the offered quotation for the [**number**]-month [EURIBOR][LIBOR][USD LIBOR] [CHF LIBOR][**insert other currency LIBOR**] [SIBOR][BBSW] [BUBOR][PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [**insert other reference interest rate**] which appears on the Screen Page as of [11.00 a.m.] [**insert other relevant time**] ([**insert relevant time zone**]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day].

Sollte – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz [*per annum*] [**anderen Zeitraum einfügen**] ausgedrückt) für den Referenz-Zinssatz um ca. [11.00] [**maßgebliche Uhrzeit einfügen**] Uhr ([**maßgebliche Zeitzone einfügen**]) am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenz-Zinssatz [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] [**andere Rundungsregel einfügen**] Prozent, wobei [0,0005][0,00005] [0,000005][**andere Rundungsregel einfügen**] aufgerundet wird) dieser Angebotssätze[, jedoch

If – other than in case of a Discontinuation Event (as defined below) - the relevant Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate [*per annum*] [**insert other period**] for the Reference Interest Rate at approximately [11.00 a. m.] [**insert relevant time**] ([**insert relevant time zone**]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day]. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Interest Rate [for such Interest Period] shall be the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth][**insert other rounding rules**] of a percentage point, with [0.0005][0.00005] [0.000005][**insert other rounding rules**] being rounded upwards) of such offered quotations[, however at least 0.00 per cent p.a.], all as

zumindest 0,00 % p.a.], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenz-Zinssatz [für die betreffende Zinsenlaufperiode] [anderes Ereignis festlegen] der Satz [per annum] [anderen Zeitraum einfügen], den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein [Tausendstel] [Zehntausendstel] [Hunderttausendstel] [andere Rundungsregel einfügen] Prozent, wobei [0,0005][0,00005][0,000005][andere Rundungsregel einfügen] aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. [11.00][maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen]) an dem betreffenden [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] Einlagen in der festgelegten Währung für die betreffende Zinsenlaufperiode von führenden Banken im [Finanzzentrum einfügen] Interbanken-Markt [in der Euro-Zone] angeboten werden[, jedoch zumindest 0,00 % p.a.].

Für den Fall, dass der Referenz-Zinssatz nicht gemäß den vorstehenden Bestimmungen ermittelt werden kann, so ermittelt die Emittentin den Referenz-Zinssatz [für die betreffende Zinsenlaufperiode][anderes Ereignis festlegen] nach ihrem billigen Ermessen gemäß § 317 Bürgerliches Gesetzbuch ("BGB") und unter Berücksichtigung der operativen Erfordernissen der Berechnungsstelle. Die Emittentin wird die Berechnungsstelle über jegliche Bestimmungen informieren, welche sie selbst gemäß den Bedingungen gemacht hat.

"Referenzbanken" bezeichnen die Niederlassungen von mindestens [vier][andere Anzahl einfügen] bedeutenden Banken am [relevanten] [maßgebliches Finanzzentrum einfügen] Interbanken-Markt [in der Euro-Zone].]

Ersetzung des Referenz-Zinssatzes im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den Referenz-Zinssatz nicht mehr verwenden darf, oder (ii) der Administrator des Referenz-Zinssatzes die Berechnung und Veröffentlichung des Referenz-Zinssatzes dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des Referenz-Zinssatzes zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder

determined by the Calculation Agent.

If on any [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Interest Rate [for the relevant Interest Period] [determine other event] shall be the rate [per annum] [insert other time period] which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one [thousandth] [ten-thousandth] [hundred-thousandth] [insert other rounding rules] of a percentage point, with [0.0005][0.00005][0.000005][insert other rounding rules] being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at [11.00 a.m.][insert relevant time] ([insert relevant time zone]) on the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], deposits in the Specified Currency for the relevant Interest Period by leading banks in the [insert financial centre] interbank market [in the Euro-Zone] [, however at least 0.00 per cent p.a.].

If the Reference Interest Rate cannot be determined in accordance with the foregoing provisions the Issuer will determine the Reference Interest Rate [for the relevant Interest Period] [define other event] at its equitable discretion according to § 317 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") and also having regard to the operational requirements of the Calculation Agent. The Issuer shall notify the Calculation Agent of any determination made by it under this Conditions.

"Reference Banks" means the offices of not less than [four] [insert other number] major banks in the [relevant] [insert relevant financial centre] interbank market [in the Euro-Zone].]

Reference Interest Rate replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the Reference Interest Rate, or (ii) the administrator of the Reference Interest Rate ceases to calculate and publish the Reference Interest Rate permanently or for an indefinite period of time, or (iii) the administrator of the Reference Interest Rate becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the Reference Interest Rate is

Regulierungsbehörde eingeleitet wurde, oder (iv) der Referenz-Zinssatz anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "**Einstellungsereignis**"), soll der Referenz-Zinssatz [am] [an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen relevanten Tag/Tage definieren] durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("Nachfolge-Referenzzinssatz"):

I) Der Referenz-Zinssatz soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des Referenz-Zinssatzes, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den Referenz-Zinssatz bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren] der Nachfolge-Referenzzinssatz ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-Referenzzinssatz oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][anderen Betrag festlegen] wie unten dargestellt Anwendung:]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem Referenz-Zinssatz vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem Referenz-Zinssatz vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "Nachfolge-Referenzsatz") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "Nachfolge-Bildschirmseite"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des Referenz-Zinssatzes durch einen Nachfolge-Referenzzinssatz gemäß den

otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "**Discontinuation Event**"), the Reference Interest Rate shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day(s)], by a rate determined or procured, as the case may be, by the Issuer (the "Successor Reference Interest Rate") according to the following paragraphs in the order of I)-III):

I) The Reference Interest Rate shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the Reference Interest Rate, the competent central bank or a regulatory or supervisory authority as the successor rate for the Reference Interest Rate and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], the Successor Reference Interest Rate was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor Reference Rate or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [the] [Interest Amount][determine other rate or amount] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the Reference Interest Rate, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the Reference Interest Rate, then the Independent Advisor will use such reference rate as successor reference rate (the "Successor Reference Rate") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "Successor Screen Page"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify and the Calculation Agent the Issuer about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the Reference Interest Rate with a Successor Reference

obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-Referenzzinssatz angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des Referenz-Zinssatzes vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][anderen Satz/ Betrag festlegen] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-Referenzzinssatz [(wie der Zinsentscheidungsquotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrags)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den Referenz-Zinssatz, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzzinssatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-Referenzzinssatzes gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] bezüglich [der nachfolgenden Zinslaufperiode][anderes Ereignis / Tag definieren] ("Verfahrensfestsetzungstag") entscheiden:

[a)] dass der Referenz-Zinssatz der Angebotssatz für den Referenz-Zinssatz ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren], an dem diese Angebotssätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzahlen.

Interest Rate in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor Reference Interest Rate, for the purpose of achieving a result which is consistent with the economic substance of the Reference Interest Rate before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][determine other rate/amount] in order to follow market practice in relation to the Successor Reference Interest Rate [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the Reference Interest Rate determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor Reference Interest Rate according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event / day] (the "Procedures Determination Date"):

[a)] that the Reference Interest Rate shall be the offered quotation for the Reference Interest Rate which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(ii) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(iii) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinsenzahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(iv) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinsenzahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]

"Unabhängiger Berater" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein Swapsatz ist einfügen:

"Referenz-Swapsatz" ist der ["[**Anzahl der Jahre/Monate einfügen**]-[Jahres-][Monats-] [**relevante Währung einfügen**][Swap Satz und bedeutet [[●] / **Definition und Bildschirmseite einfügen**].]

Sollte am Zinsenanpassungs-Bestimmungstag der [[**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] Swap Satz][**relevante Währungs einfügen**] [**anderen Swap Satz einfügen**] nicht auf der Bildschirmseite angezeigt werden, so ist der [[**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] [**relevante Währung einfügen**] Swap Satz][**anderen Swap Satz einfügen**] der Zinsanpassungs-Referenzbanksatz (wie nachstehend definiert) an diesem Zinsenanpassungs-Bestimmungstag.

"Zinsenanpassungs-Referenzbanksatz" ist der von der Berechnungsstelle festgestellte Prozentsatz, der auf Grundlage der [[**Anzahl der Jahre/Monate einfügen**]-[Jahres][Monats] Swap Satz][**anderen Swap Satz einfügen**] Angebotssätze (wie nachstehend definiert), die von [fünf] [**andere Anzahl einfügen**] führenden [Swap] Dealern im Interbankenmarkt (die "Zinsenanpassungs-Referenzbanken") am Zinsenanpassungs-Bestimmungstag gegen [**Zeit einfügen**] Uhr ([**Zeitzone einfügen**]) der Berechnungsstelle gemeldet werden, festgelegt wird. Soweit mindestens [drei] [**andere Anzahl einfügen**] Sätze mitgeteilt wurden, wird der Zinsenanpassungs-Referenzbanksatz

Such notice of redemption shall specify:

(ii) the Series of Notes subject to redemption;

(iii) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(iv) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date][**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.]]

"Independent Advisor" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a Swap Rate insert:

"Reference Swap Rate" is "[**insert number of years/months**] [year][months] [**insert relevant currency**] Swap Rate and means [[●]/ **insert definition /Screen Page**].]

If the [[insert number of years/months] [year][month] [**insert relevant currency**] Swap Rate] [**insert other swap rate**] is not displayed on the Screen Page on the Interest Adjustment Determination Date, the [[insert number of years/months] [year][month] [**insert relevant currency**] Swap Rate] [**insert other swap rate**] is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date.

"Reset Reference Bank Rate" means the percentage rate determined by the Calculation Agent on the basis of the [[**insert number of years/months**] [year][month] Swap Rate] [**insert other swap rate**] Quotations (as defined below) provided by [five] [**insert other number**] leading swap dealers in the interbank market (the "Reset Reference Banks") to the Calculation Agent at approximately [**insert time**] ([**insert time zone**]), on the Interest Adjustment Determination Date. If at least [three] [**insert other number**] quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest

auf den arithmetischen Mittelwert der Angebotssätze festgelegt, indem der höchste Angebotssatz (oder, im Falle von gleicher Höhe, einer der höchsten Angebotssätze) und der niedrigste Angebotssatz (oder, im Falle von gleicher Höhe, einer der niedrigsten) nicht berücksichtigt werden. Sofern der Zinsenanpassungs-Referenzbanksatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes bestimmt werden kann, entspricht der Zinsenanpassungs-Referenzbanksatz dem zuletzt auf der Bildschirmseite angezeigten **[[Anzahl der Jahre/Monate einfügen]-[Jahres] Swap Satz][anderen Swap Satz einfügen]**, wie er von der Berechnungsstelle bestimmt wird.

["[[Anzahl der Jahre/Monate einfügen]-[Jahres][Monats] Swap Satz][anderen Swap Satz einfügen] Angebotssatz" bedeutet den arithmetischen Mittelwert von Kauf- und Verkaufssätzen für den Festzinssatz (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) für einen **[Referenzswap einfügen]**, der (i) eine **[Anzahl der [Jahre][Monate] einfügen]** Laufzeit hat, beginnend mit dem Zinsenanpassungstag, (ii) ein Betrag ist, der ein repräsentativer Wert für eine einzelne Transaktion im relevanten Markt zum jeweiligen Zeitpunkt mit einem anerkannten Dealer mit guter Bonität auf dem Swapmarkt ist und (iii) einen variablen Zinssatz auf Basis des **[Referenzzinssatz einfügen]** (auf Basis eines **[Zinstagequotienten einfügen]** Zinstagequotienten berechnet) hat.]

[ggf. andere Definitionen für Angebotssatz einfügen]

Ersetzung eines [Referenz-Swapsatzes] [anderen Angebotssatz einfügen] im Fall eines Einstellungseignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den [Referenz-Swapsatz] **[anderen Angebotssatz einfügen]** nicht mehr verwenden darf, oder (ii) der Administrator des [Referenz-Swapsatz]**[anderen Angebotssatz einfügen]** die Berechnung und Veröffentlichung des [Referenz-Swapsatz]**[anderen Angebotssatz einfügen]** dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des [Referenz-Swapsatz]**[anderen Angebotssatz einfügen]** zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der [Referenz-Swapsatz]**[anderen Angebotssatz einfügen]** anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungseignis"), soll der [Referenz-Swapsatz]**[anderen Angebotssatz einfügen]** [am] [an] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag]

(or, in the event of equality, one of the lowest). If the Reset Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reset Reference Bank Rate shall be equal to the last **[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate]** available on the Screen Page as determined by the Calculation Agent.

["[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] Quotation" means the arithmetic mean of the bid and offered rates for the fixed leg (calculated on **[insert day count fraction]**) of a **[insert reference swap rate]** which (i) has a term of **[insert number of [years][months]]** commencing on the Interest Adjustment Date, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledgement dealer of good credit in the swap market and (iii) has a floating interest based on the **[insert reference interest rate]** (calculated on an **[insert day count fraction]** basis).]

[insert other definitions for Quotation]

[Reference Swap Rate] [insert other definition for quotation] replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the [Reference Swap Rate]**[insert other definition for quotation]**, or (ii) the administrator of the [Reference Swap Rate]**[insert other definition for quotation]** ceases to calculate and publish the [Reference Swap Rate]**[insert other definition for quotation]** permanently or for an indefinite period of time, or (iii) the administrator of the [Reference Swap Rate]**[insert other definition for quotation]** becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the [Reference Swap Rate]**[insert other definition for quotation]** is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the [Reference Swap Rate]**[insert other definition for quotation]** shall be replaced, on [the] [each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day(s)]**, by a rate determined

[anderen relevanten Tag/Tag definieren] durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("**Nachfolge-Angebotssatz**"):

I) Der [Referenz-Swapsatz][anderen Angebotssatz einfügen] soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des [Referenz-Swapsatz][anderen Angebotssatz einfügen], die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Zinssatz für den [Referenz-Swapsatz][anderen Angebotssatz einfügen] bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag definieren] der **Nachfolge-Angebotssatz** ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem **Nachfolge-Angebotssatz** oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des [Zinssatzes] [oder] [Zinsbetrags][anderen Betrag festlegen] wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem [Referenz-Swapsatz][anderen Angebotssatz einfügen] vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem [Referenz-Swapsatz][anderen Angebotssatz einfügen] vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "**Nachfolge-Referenzsatz**") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "**Nachfolge-Bildschirmseite**"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des [Referenz-Swapsatz][anderen Angebotssatz einfügen] durch einen **Nachfolge-Angebotssatz** gemäß den obigen Regelungen unter I) oder II) kann die Emittentin

or procured, as the case may be, by the Issuer (the "**Successor Quotation Rate**") according to the following paragraphs in the order of I)-III):

I) The [Reference Swap Rate][insert other definition for quotation] shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the [Reference Swap Rate][insert other definition for quotation], the competent central bank or a regulatory or supervisory authority as the successor rate for the [Reference Swap Rate][insert other definition for quotation] and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day], the **Successor Quotation Rate** was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such **Successor Quotation Rate** or any adjustments or changes made in relation thereto or relating to the determination of the [Rate of Interest] [or] [Interest Amount][determine other rate or amount] as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the [Reference Swap Rate][insert other definition for quotation], provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the [Reference Swap Rate][insert other definition for quotation], then the Independent Advisor will use such reference rate as successor reference rate (the "**Successor Reference Rate**") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "**Successor Screen Page**"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the [Reference Swap Rate][insert other definition for quotation] with a **Successor Quotation Rate** in accordance with the above provisions I) or II) the Issuer

(nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Zinsanpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den **Nachfolge-Angebotssatz** angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags][**anderen Satz/ Betrag festlegen**] erforderlich sind, angeben, um der Marktpraxis in Bezug auf den **Nachfolge-Angebotssatz** [(wie der Zinsentagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den [Referenz-Swapsatz][**anderen Angebotssatz einfügen**], der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines **Nachfolge-Angebotssatz** gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] bezüglich [der nachfolgenden Zinsenlaufperiode][**anderes Ereignis / Tag definieren**] ("**Verfahrensfestsetzungstag**") entscheiden:

[a)] dass der [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] jener [Referenz-Swapsatz][**anderen Angebotssatz einfügen**] ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag definieren**], an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.]; oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger

(acting in good faith and in a commercially reasonable manner) may specify (i) an interest adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the **Successor Quotation Rate**, for the purpose of achieving a result which is consistent with the economic substance of the [Reference Swap Rate][**insert other definition for quotation**] before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount][**determine other rate/amount**] in order to follow market practice in relation to the **Successor Quotation Rate** [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the [Reference Swap Rate][**insert other definition for quotation**] determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a **Successor Quotation Rate** according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] relating to the [next succeeding Interest Period][**determine other event / day**] (the "**Procedures Determination Date**"):

[a)] that the [Reference Swap Rate][**insert other definition for quotation**] shall be such [Reference Swap Rate][**insert other definition for quotation**] which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [**determine other day**] on which such quotations were offered and shall thereafter inform the Holders of the Notes in accordance with § 14[.] ; or

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed

bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzuzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(v) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(vi) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinszahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(vii) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][[Referenz-Swapsatz][**anderen Angebotssatz einfügen**]] ab dem letzten [Kupontermin][Zinszahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][[Referenz-Swapsatz][**anderen Angebotssatz einfügen**]].]

"**Unabhängiger Berater**" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

[Wenn der Referenzwert ein CMS-Satz ist einfügen:

"Referenz-CMS-Satz" ("CMS") ist der [**Anzahl der Monate einfügen**] Swapsatz bezüglich [**maßgebliche Währung einfügen**] denominierten Swap Transaktionen mit [der][den] Laufzeit[en] von [**maßgebliche Laufzeit(en) einfügen**], der auf der Bildschirmseite [[•]] am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [**anderen Tag festlegen**] unter der Bildüberschrift [und in der Spalte] [**maßgebliche Bildschirmüberschrift (und Spalte) einfügen**] gegen [11:00 Uhr] [**maßgebliche Zeit einfügen**] ([**relevante Zeitzone einfügen**]) angezeigt wird, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Hat – außer im Falle eines Einstellungsereignisses (wie nachstehend definiert) - die Bildschirmseite dauerhaft aufgehört, den jeweiligen [**maßgebliche Währung einfügen**] CMS anzugeben, ist diese Quotierung jedoch auf einer anderen von der Emittentin nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die "Ersatzbildschirmseite") und der Berechnungsstelle mitgeteilt worden, wird die Ersatzbildschirm-seite zum Zweck der [Zinssatzberechnung][**anderen**

for such early redemption.

Such notice of redemption shall specify:

(v) the Series of Notes subject to redemption;

(vi) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(vii) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][[Reference Swap Rate][**insert other definition for quotation**]] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][[Reference Swap Rate][**insert other definition for quotation**]] applicable to the immediately preceding Interest Period.]]

"**Independent Advisor**" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

[If the Reference Rate is a CMS Rate insert:

"Reference CMS Rate" ("CMS") is the [**insert number of months**] swap rate for [**insert relevant currency**] swap transactions with a maturity of [**insert relevant period[s]**], which appears on the Screen Page [[•]] on the [Interest Determination Date][Reference Rate Determination Date] [Observation Day] [**determine other day**] [under the heading [and in the column] [**insert relevant heading [and column]**] as of [11:00 a.m.] [**insert relevant time**] ([**insert relevant time zone**)], all as determined by the Calculation Agent.

If – other than in case of a Discontinuation Event (as defined below) - the Screen Page permanently ceases to quote the relevant [**insert relevant currency**] CMS but such quotation is available from another page selected by the Issuer in equitable discretion (the "Replacement Screen Page") and notified to the Calculation Agent, the Replacement Screen Page shall be used for the purpose of the calculation of the [Rate of Interest][**determine other reason of calculation**].

Berechnungsgrund festlegen] eingesetzt.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird der jeweils maßgebliche **[maßgebliche Währung einfügen]** CMS nicht angezeigt (in jedem dieser Fälle zu der genannten Zeit) und ist nach Bestätigung der Emittentin keine Ersatzbildschirmseite verfügbar, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) das arithmetische Mittel der Geld- und Briefkurse für die einjährige festverzinsliche Seite eines **[maßgebliche Währung einfügen]** Zinsswaps für die maßgebliche Laufzeit in einer Höhe, die repräsentativ für eine einzelne Swap Transaktion im Markt für Swaps ist (jeweils als Prozentsatz *per annum* ausgedrückt) gegenüber einem anerkannten Händler in Swaps im Markt für Swaps um ca. [11.00 Uhr] **[maßgebliche Uhrzeit einfügen]** (**[relevante Zeitzone einfügen]**) am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]** anfordern.

Falls drei oder mehr Referenzbanken der Berechnungsstelle solche Quotierungen nennen, ist der **[maßgebliche Währung einfügen]** CMS [für die betreffende Zinsenlaufperiode] das arithmetische Mittel (falls erforderlich, auf- oder abgerundet) dieser Quotierungen, wobei die höchste bzw. eine der höchsten Quotierungen bei identischen Quotierungen und die niedrigste Quotierung bzw. eine der niedrigsten Quotierungen bei identischen Quotierungen nicht mitgezählt werden, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls nur zwei oder weniger Referenzbanken der Berechnungsstelle solche Quotierung nennen, so ist der **[maßgebliche Währung einfügen]** CMS [für diese Zinsenlaufperiode] der Satz, wie er auf der Bildschirmseite an dem letzten Tag vor dem [jeweiligen Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]**, an dem dieser Satz noch angezeigt wurde, angezeigt worden ist.

"Referenzbanken" bezeichnet diejenigen Niederlassungen von [fünf] **[maßgebliche Anzahl einfügen]** führenden Swap-Händlern im Interbanken-Markt.]

Ersetzung des [maßgebliche Währung einfügen] CMS im Fall eines Einstellungsereignisses. Wenn die Emittentin nach billigen Ermessen bestimmt, dass (i) die Emittentin oder die Berechnungsstelle den **[maßgebliche Währung einfügen]** CMS nicht mehr verwenden darf, oder (ii) der Administrator des **[maßgebliche Währung einfügen]** CMS die Berechnung und Veröffentlichung des **[maßgebliche Währung einfügen]** CMS dauerhaft oder für eine unbestimmte Zeit einstellt, oder (iii) der Administrator des **[maßgebliche Währung**

if the Screen Page is not available or if no such **[insert relevant currency]** CMS appears (in each case as at such time), and the Issuer confirms there is no Replacement Screen Page available, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the arithmetic mean of the bid and offered rates for an annual fixed leg of a **[insert relevant currency]** interest rate swap transaction for the relevant maturity in an amount that is representative for a single swap transaction in the market for swaps (expressed as a percentage rate *per annum*) with an acknowledged dealer of good credit in the swap market at approximately [11.00 a.m.] **[insert relevant time]** (**[insert relevant time zone]**) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]**.

If three or more of the Reference Banks provide the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for such Interest Period] shall be the arithmetic mean (rounded up- or down-wards if necessary) of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in case of equality, one of the lowest), all as determined by the Calculation Agent.

If only two or less of the Reference Banks provides the Calculation Agent with such quotations, the **[insert relevant currency]** CMS [for the relevant Interest Period] shall be the rate as displayed on the Screen Page on the last day preceding the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]** on which such rate was displayed.

"Reference Banks" means those offices of [five] **[insert relevant number]** leading swap dealers in the interbank market.]

[Insert relevant currency] CMS replacement in case of a Discontinuation Event. If the Issuer determines in its reasonable discretion (i) it becomes unlawful for the Issuer or the Calculation Agent to use the **[Insert relevant currency]** CMS, or (ii) the administrator of the **[Insert relevant currency]** CMS ceases to calculate and publish the **[Insert relevant currency]** CMS permanently or for an indefinite period of time, or (iii) the administrator of the **[Insert relevant currency]** CMS becomes insolvent or an insolvency, a bankruptcy, restructuring or similar proceeding (affecting the

einfügen] CMS zahlungsunfähig wird oder ein Insolvenz-, Konkurs-, Restrukturierungs- oder ähnliches Verfahren (den Administrator betreffend) durch den Administrator oder durch die Aufsichts- oder Regulierungsbehörde eingeleitet wurde, oder (iv) der **[maßgebliche Währung einfügen]** CMS anderweitig eingestellt ist oder auf andere Weise nicht mehr zur Verfügung gestellt wird ((i) bis (iv) jeweils ein "Einstellungseignis"), soll der **[maßgebliche Währung einfügen]** CMS [am/an jedem relevanten Zinsfestlegungstag] [am/an [jedem] Referenzwert-Feststellungstag] [am /an jedem Beobachtungstag] **[anderen Tag definieren]** durch einen von der Emittentin gemäß den folgenden Absätzen in der Reihenfolge I)-III) bestimmten oder beschafften Satz ersetzt werden ("Nachfolge-CMS"):

I) Der **[maßgebliche Währung einfügen]** CMS soll durch den Referenzsatz ersetzt werden, der durch anwendbare Gesetze oder Verordnungen bestimmt oder durch den Administrator des **[maßgebliche Währung einfügen]** CMS, die zuständige Zentralbank oder eine Regulierungs- oder Aufsichtsbehörde als Nachfolge-Satz für den **[maßgebliche Währung einfügen]** CMS bekannt gegeben wird und dessen Quelle der Berechnungsstelle zugänglich ist. Die Emittentin wird die Gläubiger der Schuldverschreibungen gemäß § 14 im Anschluss hierüber informieren. [Sofern an einem vorangegangenen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]** der Nachfolge-CMS ebenfalls in Übereinstimmung mit den Regelungen des Absatzes I) bestimmt wurde, finden keine [weiteren] Veröffentlichungspflichten für die Emittentin in Verbindung mit dem Nachfolge-CMS oder einer Anpassung oder Änderung hierzu oder in Bezug auf die Festlegung des Zinssatzes oder des Zinsbetrags wie unten dargestellt Anwendung;]

II) Ein Unabhängiger Berater wird nach billigem Ermessen einen Nachfolge-Referenzsatz bestimmen, der am ehesten mit dem **[maßgebliche Währung einfügen]** CMS vergleichbar ist, vorausgesetzt, im Fall dass der Unabhängige Berater feststellt, dass es einen branchenweit als am ehesten mit dem **[maßgebliche Währung einfügen]** CMS vergleichbar akzeptierten Referenzsatz gibt, er diesen Referenzsatz als Nachfolge-Referenzsatz verwenden wird (der "Nachfolge-Referenzsatz") und eine Bildschirmseite bzw. eine Quelle bestimmen wird, die in Verbindung mit dem Nachfolge-Referenzsatz verwendet werden soll (die "Nachfolge-Bildschirmseite"). Vorausgesetzt die Nachfolge-Bildschirmseite ist der Berechnungsstelle zugänglich, gilt jegliche Bezugnahme auf die Bildschirmseite in diesem Dokument ab dem Datum der Festlegung eines Nachfolge-Referenzsatzes als Bezugnahme auf die Nachfolge-Bildschirmseite und

administrator) is commenced by the administrator or its supervisory or regulatory authority, or (iv) the **[Insert relevant currency]** CMS is otherwise being discontinued or otherwise ceases to be provided (each of the events in (i) through (iv) a "Discontinuation Event"), the **[Insert relevant currency]** CMS shall be replaced, on [the/each relevant Interest Determination Date] [the Reference Rate Determination Day] [the / each Observation Day] **[determine other day]**, by a rate determined or procured, as the case may be, by the Issuer (the "Successor CMS") according to the following paragraphs in the order of I)-III):

I) The **[Insert relevant currency]** CMS shall be replaced with the reference rate, which is determined by any applicable law or regulation or announced by the administrator of the **[Insert relevant currency]** CMS, the competent central bank or a regulatory or supervisory authority as the successor rate for the **[Insert relevant currency]** CMS and the source of which is accessible to the Calculation Agent. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14. [If, on any previous [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]**, the Successor CMS was also determined in accordance with the provisions of paragraph I), no [other] publication obligations will apply for the Issuer in connection with such Successor CMS or any adjustments or changes made in relation thereto or relating to the determination of the Rate of Interest or the Interest Amount as set out below;]

II) An Independent Advisor will in its reasonable discretion (*billiges Ermessen*) choose a successor reference rate that is most comparable to the **[Insert relevant currency]** CMS, provided that if the Independent Advisor determines that there is an industry accepted reference rate as being most comparable to the **[Insert relevant currency]** CMS, then the Independent Advisor will use such reference rate as successor reference rate (the "Successor Reference Rate") and determine which screen page or source shall be used in connection with such Successor Reference Rate (the "Successor Screen Page"). Provided that such Successor Screen Page is accessible to the Calculation Agent, any reference to the Screen Page herein shall from the date of the determination of the Successor Reference Rate on be read as a reference to the Successor Screen Page and the provisions of this paragraph shall apply mutatis mutandis. The Independent Advisor will notify the Issuer and the

die Regelungen dieses Absatzes gelten entsprechend. Der Unabhängige Berater wird die Emittentin und die Berechnungsstelle über solche Festlegungen informieren. Anschließend wird die Emittentin die Gläubiger gemäß § 14 informieren.

Zusätzlich zu einer Ersetzung des **[maßgebliche Währung einfügen]** CMS durch einen Nachfolge-CMS gemäß den obigen Regelungen unter I) oder II) kann die Emittentin (nach Treu und Glauben und in wirtschaftlich angemessener Weise) (i) einen Anpassungsfaktor oder Bruch oder eine Spanne (zu addieren oder zu subtrahieren) festlegen, der oder die auf den Nachfolge-CMS angewendet werden soll, mit dem Ziel ein Ergebnis zu erzielen, das mit dem wirtschaftlichen Gehalt des **[maßgebliche Währung einfügen]** CMS vor Eintritt des Einstellungsereignisses im Einklang ist und (ii) weitere Änderungen, die für die Ermittlung des [Zinssatzes und die Berechnung des Zinsbetrags]**[anderen Satz/ Betrag festlegen]** erforderlich sind, angeben, um der Marktpraxis in Bezug auf den Nachfolge-CMS [(wie der Zinstagequotient, die Geschäftstage-Konvention, Geschäftstage, Zinsfestlegungstage, die Methode zur Berechnung des Zinsbetrages)] zu entsprechen. Anschließend wird die Emittentin die Gläubiger der Schuldverschreibungen gemäß § 14 informieren (außer im Fall des obigen Absatzes I)).

III) Sollte die Quelle des Nachfolge-Zinssatzes für den **[maßgebliche Währung einfügen]** CMS, der in Übereinstimmung mit obiger Ziffer I) bestimmt wurde, oder die Nachfolge-Bildschirmseite, die in Übereinstimmung mit obiger Ziffer II) festgelegt wurde, der Berechnungsstelle nicht zugänglich sein, oder der Unabhängige Berater keinen Nachfolge-Referenzsatz ermitteln können, oder im Fall, dass die Emittentin trotz angemessenen Bemühens keinen unabhängigen Berater bestellen konnte, oder der Zeitraum zur Bestimmung eines Nachfolge-CMS gemäß den obigen Regelungen nicht ausreichend war, wird die Emittentin nach billigem Ermessen und nicht später als drei Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]** bezüglich [der nachfolgenden Zinslaufperiode]**[anderes Ereignis / Tag festlegen]** ("Verfahrensfestsetzungstag") entscheiden:

[a)] dass der **[maßgebliche Währung einfügen]** CMS jener **[maßgebliche Währung einfügen]** CMS ist, der auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem maßgeblichen [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] **[anderen Tag festlegen]**, an dem diese Sätze angezeigt wurden, erschienen ist und anschließend die Gläubiger der Schuldverschreibungen gemäß § 14 informieren[.];

Calculation Agent about such determinations. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14.

Further and in addition to any replacement of the **[Insert relevant currency]** CMS with a Successor CMS in accordance with the above provisions I) or II) the Issuer (acting in good faith and in a commercially reasonable manner) may specify (i) an adjustment factor or fraction or spread (to be added or subtracted) which shall be applied to the Successor CMS, for the purpose of achieving a result which is consistent with the economic substance of the **[Insert relevant currency]** CMS before the Discontinuation Event occurred, and (ii) any further changes necessary for determining the [Rate of Interest and calculating the Interest Amount]**[determine other rate / amount]** in order to follow market practice in relation to the Successor CMS [(such as the Day Count Fraction, the Business Day Convention, Business Days, the Interest Determination Dates, the method of calculating the Interest Amount)]. The Issuer shall thereafter inform the Holders of the Notes in accordance with § 14 (other than in the case set out in paragraph I) above).

III) If the source of the successor rate for the **[Insert relevant currency]** CMS determined in accordance with the above provision I) or the Successor Screen Page determined in accordance with the above provision II) is not accessible to the Calculation Agent or if the Independent Advisor fails to determine the Successor Reference Rate or in the event that the Issuer, having used reasonable endeavours, fails to appoint an Independent Advisor or the period to determine a Successor CMS according to the provisions above was not sufficient, the Issuer will decide in its reasonable discretion (*billiges Ermessen*) and not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]** relating to the [next succeeding Interest Period]**[determine other event / day]** (the "Procedures Determination Date"):

[a)] that the **[Insert relevant currency]** CMS shall be such **[Insert relevant currency]** CMS which appeared on the Screen Page, as described above, on the last day preceding the relevant [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] **[determine other day]** on which such quotations were displayed and shall thereafter inform the Holders of the Notes in accordance with § 14[.] [; or

oder

b) vorzeitig die Schuldverschreibungen vollständig, aber nicht teilweise, durch Mitteilung gemäß § 14 und mit einer Frist von nicht weniger als 20 Tagen zum [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend gemäß § 6 definiert), zuzüglich etwaiger bis zu dem für diese vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufene Zinsen zurückzuzahlen.

In dieser Mitteilung bezüglich der Rückzahlung muss enthalten sein:

(viii) die Serie der Schuldverschreibungen, die von der Rückzahlung betroffen ist;

(ix) der für die Rückzahlung bestimmte Tag, welcher der zweite [Kupontermin][Zinsenzahlungstag] nach dem Verfahrensfestsetzungstag sein soll; und

(x) der [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs].

Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinsenzahlungstag][**anderen Tag einfügen**] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz.]]

"Unabhängiger Berater" bezeichnet ein unabhängiges international anerkanntes Finanzinstitut oder einen unabhängigen Finanzberater mit einschlägiger Expertise, das bzw. der von der Emittentin auf eigene Kosten bestellt wird.]

["TARGET-Geschäftstag" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit ist.]

["Zinsensfestlegungstag" bezeichnet den [[zweiten] **[zutreffende andere Zahl von Tagen einfügen]** [TARGET][,][und][**sämtliche relevante Finanzzentren einfügen**] Geschäftstag vor [Beginn] [Ende] der jeweiligen Zinsenlaufperiode.]
[ersten Tag der jeweiligen Zinsenlaufperiode.]]

b) redeem the Notes in whole but not in part, by giving not less than 20 days' notice in accordance with § 14, at the [Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] (as defined below pursuant to § 6), together with interest (if any) accrued to (but excluding) the date fixed for such early redemption.

Such notice of redemption shall specify:

(viii) the Series of Notes subject to redemption;

(ix) the date determined for redemption, which shall be the second [Coupon Date][Interest Payment Date] following the Procedures Determination Date; and

(x) the [Final][Early] Redemption [Amount][Rate].

If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [**determine other day**] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.]]

"Independent Advisor" means an independent financial institution of international standing or an independent financial advisor with relevant expertise appointed by the Issuer at its own expense.]

["TARGET Business Day" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") is operational.]

["Interest Determination Date" means the [[second] **[insert other applicable number of days]** [TARGET][,][and][**insert all relevant financial centres]** Business Day prior to the [commencement] [end] of the relevant Interest Period.]
[first day of the relevant Interest Period.]]

[[●] Geschäftstag vor [dem Ende][dem Kupontag] der entsprechenden Zinsenlaufperiode.]

[[●] Business Day prior to [the expiry] [the Coupon Date] of the relevant Interest Period.]]

"Zinsenlaufperiode"

bezeichnet den Zeitraum, für welchen Zinsen berechnet und bezahlt werden.

"Interest Period"

means the period for which interest is calculated and paid.

§ 2

WÄHRUNG, STÜCKELUNG, EMISSIONSTAG(E), VERBRIEFUNG, VERWAHRUNG

(1) *Währung – Stückelung - Emissionstag[e]*. Diese Serie [Nummer der Serie und Bezeichnung einfügen], [Tranche einfügen] von Schuldverschreibungen (die "Schuldverschreibungen") der Raiffeisen Bank International AG (die "Emittentin") wird [am [Emissionstag einfügen] ("Emissionstag")][ab dem [Erst-Emissionstag einfügen] ("Erst-Emissionstag")] mit offener Begebungsfrist ("Daueremission") in [Festgelegte Währung einfügen] (die "Festgelegte Währung") im Gesamtnennbetrag von [bis zu][Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in der Stückelung von [Festgelegte Stückelung einfügen] (die "Festgelegte Stückelung") begeben.

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

(2) *Verbriefung.*

(a) Die Schuldverschreibungen lauten auf den Inhaber.

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(b) Sammelurkunde nach österreichischem Depotgesetz. Die auf den Inhaber lautenden Schuldverschreibungen werden zur Gänze durch eine [oder mehrere] [Im Fall einer veränderbaren Sammelurkunde einfügen: veränderbare] [Im Fall einer nicht veränderbaren Sammelurkunde einfügen: nicht veränderbare] Sammelurkunde[n] (§ 24 lit. b DepG) vertreten, welche die firmenmäßige Zeichnung der Emittentin (Unterschrift zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin) [trägt][tragen] (die "Sammelurkunde[n]"). [Im Fall einer veränderbaren Sammelurkunde einfügen: Erhöht oder vermindert sich das ausgegebene Nominale der Schuldverschreibungen, wird die Sammelurkunde entsprechend angepasst.] Einzelurkunden und Zinsscheine werden nicht

§ 2

CURRENCY, DENOMINATION, ISSUE DATE(S), FORM, CUSTODY

(1) *Currency – Denomination - Issue Date[s]*. This Series [insert number of the Series and name], [insert Tranche] of Notes (the "Notes") of Raiffeisen Bank International AG (the "Issuer") is being issued [on [insert Issue Date] (the "Issue Date")][from [insert Initial Issue Date] (the "Initial Issue Date")] within an open issuance period ("Open Issuance Period") in [insert Specified Currency] (the "Specified Currency") in the aggregate principal amount of [up to][aggregate principal amount] (in words: [aggregate principal amount in words]) in the denomination of [insert Specified Denomination] (the "Specified Denomination").

[In the case of an issue where the Notes are not kept in custody by SIX SIS AG, insert:

(2) *Form.*

(a) The Notes are being issued in bearer form.

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(b) Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz. Notes in bearer form will be represented in their entirety by [a] [In case of a changeable Global Certificate: changeable] [In case of a non-changeable Global Certificate: non-changeable] global certificate[s] (§ 24 lit b DepG) signed by the company signature of the Issuer (signature of two duly authorised signatories of the Issuer) (the "Global Certificate[s]"). [In case of a changeable Global Certificate, insert: If the issued principal amount of the Notes shall be increased or decreased the Global Certificate will be adjusted accordingly.] Definitive notes and interest coupons will not be issued.

ausgegeben.

[Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde nach deutschem Recht verbrieft sind, einfügen:

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

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

(d) Vorläufige Globalurkunde – Austausch – Dauerglobalurkunde nach deutschem Recht.

(i) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "Vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde", und zusammen mit der vorläufigen Globalurkunde, die "Globalurkunden" und jeweils 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 Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(ii) Die Vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegt. Der Austausch tag für einen solchen Austausch soll nicht weniger als 40 Tage nach dem Tag der Ausgabe der Vorläufigen Globalurkunde liegen. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die Vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinsenzahlungen auf durch eine Vorläufige Globalurkunde verbrieft e Schuldverschreibungen erfolgen erst nach Vorlage

[In the case of Notes which are represented by a Permanent Global Note governed by German law, insert:

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

[In the case of Notes which are initially represented by a Temporary Global Note governed by German law to be exchanged for a Permanent Global Note, insert:

(d) Temporary Global Note – Exchange – Permanent Global Note governed by German law.

(i) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "Permanent Global Note" 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 duly authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(ii) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Temporary Global Note. The Exchange Date for such exchange will not be earlier than 40 days after the date of issue of the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U. S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue

solcher Bescheinigungen. Eine gesonderte Bescheinigung ist hinsichtlich einer jeden solchen Zinsenzahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der vorläufigen Globalurkunde eingeht, wird als ein Ersuchen behandelt werden, diese Vorläufige Globalurkunde gemäß Absatz (b) dieses § 2 Absatz (2) auszutauschen. Wertpapiere, die im Austausch für die Vorläufige Globalurkunde geliefert werden, sind nur außerhalb der Vereinigten Staaten zu liefern. Für die Zwecke dieses Absatzes bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(3) *Verwahrung – Clearing System.* Die Globalurkunde wird solange von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind.

[Im Fall, dass die Schuldverschreibungen von einem ICSD verwahrt werden, einfügen:

[Im Fall, dass die Globalurkunde eine NGN ist, einfügen: Die Schuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem Common Safekeeper im Namen beider ICSDs verwahrt.]

[Im Fall, dass die Globalurkunde eine CGN ist, einfügen: Die Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

[Im Fall von Verwahrung bei Euroclear und CBL und dass die Globalurkunde eine NGN ist, einfügen: Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen und eine zu diesen Zwecken von einem ICSD jeweils ausgestellte Bestätigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist in jedem Zeitpunkt ein schlüssiger Nachweis über den Inhalt des Registers des jeweiligen ICSD. Für das technische Verfahren der ICSDs im Falle der Ausübung einer Call Option

of the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to subparagraph (b) of this § 2(2). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States. For purposes of this subparagraph, "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).]

[In the case of Notes which are not represented by a Global Certificate governed by Austrian Depotgesetz, insert:

(3) *Custody – Clearing System.* The Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied.

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

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

[In the case that the Global Note is a CGN, insert: The Notes are issued in Classical Global Note ("CGN") form and are kept in custody by a common depository on behalf of both ICSDs.]

[In the case of Euroclear and CBL and if the Global Note is a NGN insert: The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of the Notes represented by the Global Note and, for these purposes, a statement issued by ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time. For technical procedure of the ICSDs, in the case of the exercise of a Call Option relating to a partial redemption the outstanding redemption amount will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the

hinsichtlich einer teilweisen Rückzahlung wird der ausstehende Rückzahlungsbetrag entweder als reduzierter Nennbetrag oder als Poolfaktor nach Ermessen der ICSDs in das Register der ICSDs aufgenommen.

Bei jeder Rückzahlung oder jedem Kauf durch oder für die Emittentin und jeder Entwertung von Schuldverschreibungen, die durch diese [(Vorläufige)]/[(Dauer-)]Globalurkunde verbrieft werden, werden die Einzelheiten der Rückzahlung oder des Kaufs und der Entwertung von der oder für die Emittentin in den Registern der ICSDs vermerkt.]]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz im Tresor der Emittentin, einfügen:

(4) *Verwahrung - Tresor.* Die Sammelurkunde wird auf die Dauer der Laufzeit der Schuldverschreibungen im Tresor der Emittentin hinterlegt. Den Inhabern der Schuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu, die innerhalb der bankspezifischen Wertpapier- und Depotsysteme der Emittentin übertragen werden können.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz bei der OeKB CSD GmbH, einfügen:

(5) *Verwahrung – OeKB CSD GmbH.* Die Sammelurkunde wird auf die Dauer der Laufzeit der Schuldverschreibungen bei der OeKB CSD GmbH ("OeKB") als Wertpapiersammelbank hinterlegt. Den Inhabern der Schuldverschreibungen stehen Miteigentumsanteile an der Sammelurkunde zu[, die innerhalb Österreichs gemäß den Regelungen und Bestimmungen der OeKB übertragen werden können].]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(6) *Verbriefung:*

Die Schuldverschreibungen lauten auf den Inhaber.

(a) *Dauerglobalurkunde.* Die Schuldverschreibungen und alle damit verbundenen Rechte sind durch eine Globalurkunde auf Dauer (die "Dauerglobalurkunde" oder die "Globalurkunde") ohne Zinskupons verbrieft. Die Dauerglobalurkunde trägt die Unterschriften [zweier] **[maßgebliche Anzahl einfügen]** ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinskupons werden, außer in den in (b) vorgesehen Fällen, nicht ausgegeben.

ICSDs.

On any redemption in respect of, or purchase by or on behalf of the Issuer and cancellation of, any of the Notes represented by this [(Temporary)]/[(Permanent)] Global Note details of such redemption or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Issuer in the records of the ICSDs.]]

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody in the safe of the Issuer, insert:

(4) *Custody - Safe.* The Global Certificate is kept in custody in the safe of the Issuer for the period of the Notes. The Holders of the Notes are entitled to co-ownership interests in the Global Certificate which can be transferred within the bankspecific securities and depository systems of the Issuer.]

[In the case of a Global Certificate governed by Austrian Depotgesetz is kept in custody by OeKB CSD GmbH insert:

(5) *Custody - OeKB CSD GmbH.* The Global Certificate is kept in custody by OeKB CSD GmbH ("OeKB") as central depository for securities (*Wertpapiersammelbank*) for the period of the Notes. The Holders of the Notes are entitled to co-ownership interests in the Global Certificate [which can be transferred inside Austria according to the rules and regulations of OeKB].]

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert:

(6) *Form.*

The Notes are being issued in bearer form.

(a) *Permanent Global Note.* The Notes and all rights in connection therewith are represented by a permanent global note (the "Permanent Global Note" or the "Global Note") without coupons. The Permanent Global Note shall be signed by [two] **[insert relevant number]** duly authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent (*Schweizer Hauptzahlstelle*). Definitive notes and interest coupons will not be issued other than in circumstances described in (b) below.

Die Dauerglobalurkunde wird durch die Schweizer Hauptzahlstelle bei der SIX SIS AG, Olten, Schweiz, oder einer anderen in der Schweiz von der SIX Swiss Exchange AG anerkannten Verwahrungsstelle ("SIX SIS AG" oder jede andere Verwahrungsstelle, die "Verwahrungsstelle") hinterlegt. Sobald die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist und den Effektenkonten eines oder mehrerer Teilnehmer der Verwahrungsstelle gutgeschrieben wurde, stellen die Schuldverschreibungen Bucheffekten ("Bucheffekten") gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes dar. Die Unterlagen der Verwahrungsstelle bestimmen die Anzahl der Schuldverschreibungen, welche durch jeden Teilnehmer der Verwahrungsstelle gehalten wird. In Bezug auf Schuldverschreibungen, welche in der Form Bucheffekten gehalten werden, sind diejenigen Personen die Gläubiger, welche die Schuldverschreibungen in einem Effektenkonto halten.

Jedem Gläubiger steht im Umfang seiner Forderungen gegen die Emittentin ein sachenrechtlicher Miteigentumsanteil an der Dauerglobalurkunde zu, wobei, solange die Dauerglobalurkunde bei der Verwahrungsstelle hinterlegt ist, dieser Miteigentumsanteil suspendiert ist und über die Schuldverschreibungen nur durch Gutschrift der zu übertragenden Schuldverschreibungen in einem Effektenkonto des Empfängers gemäß den Bestimmungen des schweizerischen Bucheffektengesetzes über die Übertragung von Bucheffekten verfügt werden kann.

(b) *Einzelurkunden und Zinskupons.* Die Dauerglobalurkunde wird nicht nach Wahl der Gläubiger, sondern ausschließlich auf Verlangen der Schweizer Hauptzahlstelle vollständig und nicht teilweise gegen Einzelurkunden ausgetauscht, wenn die Schweizer Hauptzahlstelle einen solchen Austausch für notwendig oder nützlich hält oder wenn dies nach schweizerischem oder einem anderen Recht im Zusammenhang mit der gerichtlichen Geltendmachung von Rechten aus den Schuldverschreibungen erforderlich wird. In einem solchen Fall werden die Einzelurkunden und Zinsscheine die faksimilierten Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin tragen, von der Schweizer Hauptzahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen, und gemäß den Vorschriften der SIX SIS AG kostenfrei für die Gläubiger gedruckt. Nach Auslieferung der Einzelurkunden wird die Dauerglobalurkunde unverzüglich durch die Schweizer Hauptzahlstelle annulliert und die Einzelurkunden werden den Gläubigern gegen Annullierung der Schuldverschreibungen in den Effektenkonten der Gläubiger ausgeliefert.

(7) *Verwahrung – Clearing System.* Die die Schuldverschreibungen verbriefende Globalurkunde

The Permanent Global Note shall be deposited by the Swiss Principal Paying Agent with SIX SIS AG, Olten, Switzerland or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange Ltd ("SIX SIS AG" or any such other intermediary, the "Intermediary"). Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) ("Intermediated Securities") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes will be the persons holding the Notes in a securities account.

Each Holder shall have a proportionate co-ownership interest in the Permanent Global Note to the extent of his claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of by the entry of the transferred Notes in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act regarding the transfer of Intermediated Securities.

(b) *Definitive notes and Coupons.* The Permanent Global Note will not be exchangeable at the option of the Holders, but may be exchanged for definitive notes in whole but not in part solely at the option of the Swiss Principal Paying Agent should it deem such exchange to be necessary or useful or if the presentation of definitive notes is required by Swiss or foreign laws and regulations in connection with the enforcement of rights in respect of the Notes. In such case, the definitive notes and coupons shall be signed in facsimile by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Swiss Principal Paying Agent and printed in accordance with the rules and regulations of SIX SIS AG at no cost to the Holders. Upon delivery of the definitive notes, the Permanent Global Note will immediately be cancelled by the Swiss Principal Paying Agent and the definitive notes shall be delivered to the Holders against cancellation of the Notes in the Holders' securities accounts.

(7) *Custody – Clearing System.* The Global Note representing the Notes will be kept in custody by or on

wird von dem oder im Namen des Clearing Systems verwahrt. "Clearing System" bedeutet im Sinne [dieses Paragraphen] [dieser Bedingungen] SIX SIS AG und jeden Funktionsnachfolger.]

§ 3 STATUS

(1) *Status. [Berücksichtigungsfähige Schuldverschreibungen]* Die Schuldverschreibungen sollen Instrumente Berücksichtigungsfähiger Verbindlichkeiten begründen (wie nachstehend definiert).

[Im Fall von gewöhnlichen nicht nachrangigen Berücksichtigungsfähigen Schuldverschreibungen, einfügen:

Gewöhnliche nicht nachrangige Berücksichtigungsfähige Schuldverschreibungen: Die Schuldverschreibungen begründen direkte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die in einem regulären Insolvenzverfahren (Konkursverfahren) oder einer Liquidation der Emittentin untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin gleichrangig sind mit Ausnahme von Instrumenten oder Verbindlichkeiten, die nach geltenden Rechtsvorschriften vorrangig oder nachrangig sind.]

[Im Fall von nicht bevorrechtigten nicht nachrangigen Berücksichtigungsfähigen Schuldverschreibungen einfügen:

Nicht bevorrechtigte nicht nachrangige Berücksichtigungsfähige Schuldverschreibungen: Die Schuldverschreibungen begründen direkte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin, jedoch mit der Maßgabe, dass sie nicht bevorrechtigte nicht-nachrangige (*non-preferred senior*) Verbindlichkeiten der Emittentin aus Schuldtiteln sind, die die Voraussetzungen für Schuldtitel gemäß § 131 Abs 3 Z 1 bis 3 BaSAG erfüllen.

Daher sind in einem regulären Insolvenzverfahren (Konkursverfahren) der Emittentin Ansprüche auf den Kapitalbetrag der Schuldverschreibungen:

(a) nachrangig gegenüber allen anderen gegenwärtigen oder zukünftigen unbesicherten und nicht nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin, die nicht die Voraussetzungen gemäß § 131 Abs 3 Z 1 bis 3 BaSAG erfüllen;

(b) gleichrangig: (i) untereinander; und (ii) mit allen anderen gegenwärtigen oder zukünftigen nicht-bevorrechtigten nicht-nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin, die die Voraussetzungen für Schuldtitel gemäß § 131 Abs 3 Z 1 bis 3 BaSAG erfüllen (ausgenommen nicht

behalf of the Clearing System. "Clearing System" means for the purpose of [this paragraph] [these Conditions] SIX SIS AG and any successor in such capacity.]

§ 3 STATUS

(1) *Status. [Eligible Notes]* The Notes shall qualify as Eligible Liabilities Instruments (as defined below).

[In the case of ordinary senior Eligible Notes, insert:

Ordinary senior Eligible Notes: The obligations under the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer ranking in the event of normal insolvency proceedings (bankruptcy proceedings) or liquidation of the Issuer *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated instruments or obligations of the Issuer except for any instruments or obligations preferred or subordinated by law.]

[In the case of non-preferred senior Eligible Notes, insert:

Non-preferred senior Eligible Notes: The Notes constitute direct, unsecured and unsubordinated obligations of the Issuer, provided that they are non-preferred senior obligations of the Issuer under debt instruments which meet the criteria for debt instruments pursuant to § 131(3)(1) to (3) BaSAG.

Therefore, in the event of normal insolvency proceedings (bankruptcy proceedings) of the Issuer, claims on the principal amount of the Notes rank:

(a) junior to all other present or future unsecured and unsubordinated instruments or obligations of the Issuer which do not meet the criteria pursuant to § 131(3)(1) to (3) BaSAG;

(b) *pari passu*: (i) among themselves; and (ii) with all other present or future non-preferred senior instruments or obligations of the Issuer which meet the criteria for debt instruments pursuant to § 131(3)(1) to (3) BaSAG (other than senior instruments or obligations of the Issuer ranking or expressed to rank senior or junior to

nachrangige Instrumente oder Verbindlichkeiten der Emittentin, die vorrangig oder nachrangig gegenüber den Schuldverschreibungen sind oder diesen gegenüber als vorrangig oder nachrangig bezeichnet werden); und

(c) vorrangig gegenüber allen gegenwärtigen oder zukünftigen: (i) Stammaktien und anderen Instrumenten des harten Kernkapitals (*Common Equity Tier 1*) gemäß Artikel 28 CRR der Emittentin; (ii) Instrumenten des zusätzlichen Kernkapitals (*Additional Tier 1*) gemäß Artikel 52 CRR der Emittentin; (iii) Instrumenten des Ergänzungskapitals (*Tier 2*) gemäß Artikel 63 CRR der Emittentin; und (iv) allen anderen nachrangigen Instrumenten oder Verbindlichkeiten der Emittentin.]

Wobei:

"**BaSAG**" bezeichnet das österreichische Sanierungs- und Abwicklungsgesetz in der jeweils geltenden Fassung, und alle Bezugnahmen in diesen Bedingungen auf die maßgeblichen Bestimmungen im BaSAG Bezugnahmen auf alle geltenden gesetzlichen Bestimmungen umfassen, die diese Bestimmungen von Zeit zu Zeit ändern oder ersetzen.

"**CRR**" bezeichnet die Verordnung(EU) Nr. 575/2013 des Europäischen Parlaments und des Rates vom 26. Juni 2013 über Aufsichtsanforderungen an Kreditinstitute und Wertpapierfirmen und zur Änderung der Verordnung (EU) Nr. 648/2012 (*Capital Requirements Regulation – CRR*) in der jeweils geltenden oder ersetzten Fassung, und Bezugnahmen in diesen Emissionsbedingungen auf die maßgeblichen Artikel der CRR beinhalten Bezugnahmen auf jede anwendbare Bestimmung, die diese Artikel jeweils ändert oder ersetzt.

"**Instrumente Berücksichtigungsfähiger Verbindlichkeiten**" bezeichnet alle (direkt begebenen) Schuldtitel der Emittentin, die zu Instrumenten berücksichtigungsfähiger Verbindlichkeiten gemäß Artikel 72b CRR und/oder § [100 Abs 2][**andere maßgebliche Bestimmung einfügen**] BaSAG zählen, die in dem Mindestbetrag an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) gemäß BaSAG enthalten sind, einschließlich aller Schuldtitel, die aufgrund von Übergangsbestimmungen zu den Instrumenten berücksichtigungsfähiger Verbindlichkeiten der CRR und/oder des BaSAG zählen.

(2) *Kein(e) Aufrechnung/Netting; Keine Sicherheiten/Garantien; Keine Verbesserung des Ranges.*

Die Schuldverschreibungen unterliegen keinen

the Notes); and

(c) senior to all present or future claims under: (i) ordinary shares and other Common Equity Tier 1 instruments pursuant to Article 28 CRR of the Issuer; (ii) Additional Tier 1 instruments pursuant to Article 52 CRR of the Issuer; (iii) Tier 2 instruments pursuant to Article 63 CRR of the Issuer; and (iv) all other subordinated instruments or obligations of the Issuer.]

Where:

"**BaSAG**" means the Austrian Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz), as amended from time to time and any references in these Conditions to relevant provisions of the BaSAG include references to any applicable provisions of law amending or replacing such provisions from time to time.

"**CRR**" means the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (*Capital Requirements Regulation*), as amended or replaced from time to time, and any references in these Conditions to relevant Articles of the CRR include references to any applicable provisions of law amending or replacing such Articles from time to time.

"**Eligible Liabilities Instruments**" means any (directly issued) debt instruments of the Issuer that qualify as eligible liabilities instruments pursuant to Article 72b CRR and/or § [100(2)][**insert other relevant provision**] BaSAG, as the case may be, which are included in the amount to be complied with for the minimum requirements for own funds and eligible liabilities pursuant to the BaSAG, including any debt instruments that qualify as eligible liabilities instruments pursuant to transitional provisions under the CRR and/or the BaSAG, as the case may be.

(2) *No Set-off/Netting; No Security/Guarantee; No Enhancement of Seniority.*

The Notes are not subject to any set off or netting

Aufrechnungs- oder Nettingvereinbarungen, die deren Verlustabsorptionsfähigkeit bei der Abwicklung beeinträchtigen würden.

Die Schuldverschreibungen sind nicht besichert oder Gegenstand einer Garantie oder einer anderen Regelung, die den Ansprüchen der Forderungen aus den Schuldverschreibungen einen höheren Rang verleiht.

(3) *Möglichkeit von gesetzlichen Abwicklungsmaßnahmen.* Vor einer Insolvenz oder Liquidation der Emittentin kann die Abwicklungsbehörde gemäß den anwendbaren Bankenabwicklungsgesetzen die Verbindlichkeiten der Emittentin gemäß den Schuldverschreibungen (bis auf Null) herabschreiben, sie in Anteile oder andere Eigentumstitel der Emittentin umwandeln, jeweils insgesamt oder teilweise, oder andere Abwicklungsinstrumente oder -maßnahmen anwenden, einschließlich (aber nicht beschränkt auf) eines Aufschubs oder einer Übertragung der Verbindlichkeiten auf ein anderes Unternehmen, einer Änderung der Emissionsbedingungen oder einer Kündigung der Schuldverschreibungen.

Wobei:

"**Abwicklungsbehörde**" bezeichnet die Abwicklungsbehörde gemäß Artikel 4(1)(130) CRR, die für eine Sanierung oder Abwicklung der Emittentin auf Einzel- und/oder konsolidierter Ebene verantwortlich ist.

§ 4 ZINSEN

[Im Fall von Festzins-Schuldverschreibungen einfügen:

(1) Zinssatz, Zinsenlaufperiode[n].

(a) Die Schuldverschreibungen werden ab dem **[Datum einfügen]** ("der Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [letzten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] Zinsenzahlungstag][Rückzahlungstag]** (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung**

arrangements that would undermine their capacity to absorb losses in resolution.

The Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes.

(4) *Possibility of statutory resolution measures.* Prior to any insolvency or liquidation of the Issuer, under the applicable banking resolution laws, the Resolution Authority may exercise the power to write down (including to zero) the obligations of the Issuer under the Notes, convert them into shares or other instruments of ownership of the Issuer, in each case in whole or in part, or apply any other resolution tool or action, including (but not limited to) any deferral or transfer of the obligations to another entity, an amendment of the Terms and Conditions or a cancellation of the Notes.

Where:

"**Resolution Authority**" means the resolution authority pursuant to Article 4(1)(130) CRR which is responsible for recovery or resolution of the Issuer on an individual and/or consolidated basis.

§ 4 INTEREST

[In case of Fixed Rate Notes insert:

(1) Rate of Interest, Interest Period[s].

(a) The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: [last] Coupon date] [in case of an adjustment of Interest Period insert: Maturity Date]** (as defined in § 6(1)).

[An][The] "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] Coupon Date] [in case of an adjustment of Interest Period insert: [first] Interest Payment Date][Maturity Date]** [and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but

der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden bzw. letzten Kupontermin] **[im Fall einer Anpassung der Zinsenlaufperioden einfügen:** nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)].

Die Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

(b) Der Zinssatz beträgt [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen].

(2) Kupontermin[e], Zinsenzahlungstag[e]. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist am **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

Zinsen auf die Schuldverschreibungen sind [am] [an jedem] Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [●] [Letzter Kupontermin ist: [●].]

(3) Berechnung der Zinsen für Teile von Zeiträumen. Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Step-Up/Step-Down Stufenzins-Schuldverschreibungen mit festen Zinssätzen einfügen:

(4) Zinssatz, Zinsenlaufperioden. Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) verzinst

each excluding) **[in case of no adjustment of Interest Period insert:** the next following Coupon Date or last Coupon Date] **[in case of an adjustment of Interest Period insert:** next following Interest Payment Date or the Maturity Date].]

The Interest Period[s] will be [un]adjusted.

(b) The rate of interest is **[insert Rate of Interest]** per cent [*per annum*] **[insert other period]**.

(2) Coupon Date[s], Interest Payment Date[s]. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** in each year (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "**Coupon Date**") and it remains unadjusted.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

Interest on the Notes shall be payable on [the] [each] Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on a Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Periods insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [●] [last Coupon Date is: [●].]

(3) Calculation of Interest for Partial Periods. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Step-Up/Step-Down Fixed Rate Notes insert:

(4) Rate of Interest, Interest Periods. The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

und zwar,

- während der ersten [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinsenzahlungstag ist im [Monat/Jahr einfügen]], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen] [[und][,]
- [Bestimmungen für weitere Zinsenlaufperioden einfügen:
[•]]
- während der [letzten] [ggf. Zahl einfügen] Zinsenlaufperiode[n], [letzter diesbezüglicher Kupontermin ist der [Datum einfügen]] [letzter diesbezüglicher Zinsenzahlungstag im [Monat/Jahr einfügen]], mit einem Zinssatz von [Zinssatz einfügen] % [p.a.] [anderen Zeitraum einfügen].
- the first [insert number if necessary] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year]], with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] [[and][,].
- [insert provisions for further Interest Periods:
[•]]
- the [last] [insert number if necessary] Interest Period[s], [last Coupon Date in this regard is [insert Date]] [last Interest Payment Date in this regard is in [insert month/year]], with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period].

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: ersten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: ersten Zinsenzahlungstag] (ausschließlich) und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).

Die Zinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinsenzahlungstage.* Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. Kupontermine sind [jeweils] am [Kupontermin(e) einfügen] eines jeden Jahres (jeweils ein "Kupontermin") und bleiben immer unangepasst.

Der erste Kupontermin ist der [ersten Kupontermin einfügen]. Der letzte Kupontermin ist der [letzten Kupontermin einfügen].

Die Zahlung der Zinsen erfolgt am jeweiligen Zinsenzahlungstag.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the [in case of no adjustment of Interest Period insert: first Coupon Date] [in case of an adjustment of Interest Period insert: first Interest Payment Date] and thereafter from (and including) each [in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date] to (but each excluding) [in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. Coupon Dates are [in each case] on [insert Coupon Date(s)] in each year (each such date an "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on [insert first Coupon Date]. The last Coupon Date shall be on [insert last Coupon Date].

The payment of interest shall be made on the relevant Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated

zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen]: [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [ersten Kupontermin einfügen]][Letzter Kupontermin ist: [letzten Kupontermin einfügen].]

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinsentagequotienten (wie unten definiert).]

[Im Fall von Fest-zu-Fest verzinslichen Schuldverschreibungen einfügen]:

(1) *Zinssatz, Zinsenlaufperioden.* Die Schuldverschreibungen werden im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während

- (a) der ersten **[ggf. Zahl einfügen]** Zinsenlaufperiode[n], das ist vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Kupontermin] [, das ist der [Datum einfügen],] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [ersten] [andere Zahl einfügen] Zinsenzahlungstag] [am] [im] [[Datum] [Monat][Jahr] einfügen]]** (ausschließlich), [jährlich] [halbjährlich] [vierteljährlich] mit einem Zinssatz von **[Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]** verzinst (der "Ursprungszinssatz").

- [[(b)][Ab der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinsenzahlungstag] [am] [im] [[Datum][Monat][Jahr]einfügen] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: [●] Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: [●] Zinsenzahlungstag] (ausschließlich) [am] [im] [[Datum] [Monat][Jahr] einfügen]**, werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von **[Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]**] [einem am Zinsenanpassungs-Bestimmungstag festge-

Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period, insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** [last Coupon Date is: **[insert last Coupon Date]**.]

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Fixed-to-Fixed Rate Notes insert:

(1) *Rate of Interest, Interest Periods.* The Notes shall bear interest in arrear based on their principal amount from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") for

- (a) the first **[insert number if necessary]** Interest Period[s], that is from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [insert another number] Coupon Date] [, i.e. [insert date],] [in case of an adjustment of Interest Period insert: [first] [insert another number] Interest Payment Date] [on] [in] [insert [date] [month][year]] [annually] [semi-annually] [quarterly] with an interest rate of [insert Rate of Interest] per cent [per annum] [insert other period] (the "Initial Interest Rate").**

- [[(b)] [From the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] **[insert [date][month] [year]]** (the "[●] Interest Adjustment Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: [●] Coupon Date] [in case of an adjustment of Interest Period insert: [●] Interest Payment Date] [on][in] [insert [date][month][year]]** the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of **[insert Rate of Interest]** per cent [per annum] **[insert other period]** [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate

stellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,) verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.]

[plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").]

- [(b)][([●))][Danach] [A][a]b der [●] Zinsenlaufperiode, das ist vom [●] [Kupontermin] [Zinszahlungstag] [am] [im] [[Datum][Monat][Jahr] **einfügen**] (einschließlich) (der "[●] Zinsenanpassungstag") bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag]** (ausschließlich) [am] [im] [[Datum][Monat][Jahr] **einfügen**], werden die Schuldverschreibungen [jährlich] [halbjährlich] [vierteljährlich] für jede Zinsenlaufperiode mit [einem Zinssatz von [Zinssatz einfügen]% [p.a.] [anderen Zeitraum einfügen]] [einem am Zinsenanpassungs-Bestimmungstag festgestellten Zinssatz, der dem Referenz-Swapsatz [plus][minus] [der [maßgeblichen] Marge] entspricht,) verzinst (der "[●] Zinsenanpassungszinssatz"), wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) erfolgen.

- [(b)][([●))][Thereafter] [F][f]rom the [●] Interest Period, that is from (and including) the [●] [Coupon Date] [Interest Payment Date] [on][in] [**insert [date][month][year]**] (the "[●] Interest Adjustment Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: last Coupon Date] [in case of an adjustment of Interest Period insert: Maturity Date]** [on][in] [**insert [date][month][year]**] the Notes shall [annually] [semi-annually] [quarterly] bear interest for each Interest Period [with an interest rate of [**insert Rate of Interest**] per cent [per annum] [**insert other period**] [at a Rate of Interest [determined by the Calculation Agent (as defined in § 7 (Agents))] on the Interest Adjustment Determination Date, which is equal to the Reference Swap Rate [plus][minus] [the [relevant] Margin]] (the "[●] Reset Interest Rate").

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.))

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest

Zinsenlaufperiode nächst längeren Laufzeit.))

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] **[weitere einfügen]** festgelegt.]

Eine "Zinsenlaufperiode" läuft dabei jeweils vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: ersten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: ersten Zinsenzahlungstag (ausschließlich) und danach von jedem [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich).**

Die Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

(2) *Kupontermine, Zinsenzahlungstage.* Die Zinsen sind gemäß (a) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß (b) [jährlich] [halbjährlich] [vierteljährlich] [,][und] gemäß [(●)] [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar.

Kupontermine sind für die Zinsenlaufperioden gemäß (a) jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres, für die Zinsenlaufperioden gemäß (b) jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres] [und für die Zinsenlaufperioden gemäß [(●)] jeweils der **[Kupontermin[e] einfügen]** eines jeden Jahres], (jeweils ein "Kupontermin") und bleiben immer unangepasst.

Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.

Zinsen auf die Schuldverschreibungen sind an jedem Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden

Period.))

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **[insert further].]**

An "Interest Period" is respectively from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: first Coupon Date] [in case of an adjustment of Interest Period insert: first Interest Payment Date]** and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date] [in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date] [in case of an adjustment of Interest Period insert: next following Interest Payment Date or the Maturity Date].**

The Interest Period[s] will be [un]adjusted.

(2) *Coupon Dates, Interest Payment Dates.* Interest shall be payable pursuant to (a) [annually] [semi-annually] [quarterly] [,][and] pursuant to (b) [annually] [semi-annually] [quarterly] [,][and] pursuant to [(●)] [annually] [semi-annually] [quarterly] in arrear.

Coupon Dates are for the Interest Periods pursuant to (a) **[insert Coupon Date[s]]** in each year [for the Interest Periods pursuant to (b) **[insert Coupon Date[s]]** in each year] [and for the Interest Periods pursuant to [(●)] **[insert Coupon Date[s]]** in each year] (each such date a "Coupon Date") and always remain unadjusted.

The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.

Interest on the Notes shall be payable on each Interest Payment Date.

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert:

einfügen:[Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [erster Kupontermin einfügen] [{"Erster Kupontermin"}]] [Letzter Kupontermin ist: [letzter Kupontermin einfügen] [{"Letzter Kupontermin"}]].]

"Zinsenanpassung-Bestimmungstag" ist der [zweite][**Anzahl Tage einfügen**] Geschäftstag vor dem [jeweiligen] Zinsenanpassungstag. Geschäftstag im Sinne dieses Absatzes bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [**falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:** [sowie] das Trans European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][**falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen:** [und] Geschäftsbanken und Devisenmärkte in [**sämtliche relevanten Finanzzentren einfügen**] Zahlungen abwickeln].

[(3)] [**Im Fall, dass ein Mindestzinssatz gilt, einfügen:** Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als [**Mindestzinssatz einfügen**], so ist der Zinssatz für diese Zinsenlaufperiode [**Mindestzinssatz einfügen**] (Floor).]

[**Im Fall, dass ein Höchstzinssatz gilt, einfügen:** Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als [**Höchstzinssatz einfügen**], so ist der Zinssatz für diese Zinsenlaufperiode [**Höchstzinssatz einfügen**] (Cap).]

[(3)][(4)] *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

[(4)][(5)] *Mitteilung von Zinssatz.*

Die Berechnungsstelle wird veranlassen, dass [der] [jeder] Zinsenanpassungszinssatz (i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode [ersten Tag der jeweiligen Zinsenlaufperiode] [**anderen Zeitpunkt einfügen**] und (ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: [**insert first Coupon Date**] [{"First Coupon Date"}]] [last Coupon Date is: [**insert last Coupon Date**] [{"Last Coupon Date"}]].]

"Interest Adjustment Determination Date" means the [second][**insert number of days**] Business Day prior to the [relevant] Interest Adjustment Day. Business Day means for the purpose of this paragraph any day (other than a Saturday or a Sunday) on which [the Clearing System] [**if the Specified Currency is EUR or if TARGET is needed for other reasons insert:** [as well as] the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] [**if the Specified Currency is not EUR or if needed for other reasons insert:** [and] commercial banks and foreign exchange markets settle payments in [**all relevant financial centres**]].

[(3)] [**In case a minimum rate of interest applies insert:** *Minimum Rate of Interest.* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than [**insert minimum rate of interest**], the Rate of Interest for such Interest Period shall be [**insert minimum rate of interest**] (Floor).]

[**In case a maximum rate of interest applies insert:** *Maximum Rate of Interest.* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than [**insert maximum rate of interest**], the Rate of Interest for such Interest Period shall be [**insert maximum rate of interest**] (Cap).]

[(3)][(4)] *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

[(4)][(5)] *Notification of Rate of Interest.*

The Calculation Agent will cause [the] [each] Reset Interest Rate to be notified (i) to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [**insert other time**], and (ii) to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

Hinweis an die Gläubiger: Die für die Bestimmung [des Zinsanpassungssatzes] [der Zinsanpassungssätze] verwendete Marge entspricht der auf den [n-Jahres/Monats]-Swap Satz [anderer Referenzsatz] im Zeitpunkt der Preisfestsetzung aufgeschlagenen Marge, die im Ursprungszinssatz enthalten ist.]

Note to Holders: The Margin to be used for determining the Reset Interest Rate[s] is equal to the Margin over the [n-year/months] swap rate [other Reference Interest Rates] at the time of pricing implied in the Initial Interest rate.]

[Im Fall von Variabel verzinslichen Schuldverschreibungen einfügen:

[In case of Floating Rate Notes insert:

(1) Zinsenlaufperiode[n], Kupontermin[e], Zinsenzahlungstag[e].

(1) Interest Period[s], Coupon Date[s], Interest Payment Date[s].

(a) Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: letzten] Kupontermin** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6(1) definiert)]** (ausschließlich) verzinst.

(a) The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Interest Period insert: last] Coupon Date** **[in case of an adjustment of Interest Period insert: Maturity Date (as defined in § 6(1))]**.

[Eine][Die] "Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: ersten] Kupontermin** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: ersten] Zinsenzahlungstag** **[Rückzahlungstag]** (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: Zinsenzahlungstag]** (einschließlich) bis zum **[im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Kupontermin]** **[im Fall einer Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Zinsenzahlungstag bzw. Rückzahlungstag]** (jeweils ausschließlich).]

[An][The] "Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: first] Coupon Date** **[in case of an adjustment of Interest Period insert: first] Interest Payment Date** **[Maturity Date]** [and thereafter from (and including) each **[in case of no adjustment of Interest Period insert: Coupon Date]** **[in case of an adjustment of Interest Period insert: Interest Payment Date]** to (but each excluding) **[in case of no adjustment of Interest Period insert: the next following Coupon Date or last Coupon Date]** **[in case of an adjustment of Interest Period insert: the next following Interest Payment Date or the Maturity Date]**.]

Die Zinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

The Interest Period[s] will be [un]adjusted.

(b) **Kupontermin[e]**. Die Zinsen sind [jährlich] [halbjährlich] [vierteljährlich] nachträglich zahlbar. [Kupontermine sind [jeweils] am **[Kupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Kupontermin") und bleiben immer unangepasst.] [Kupontermin ist der **[Kupontermin einfügen]** (der "Kupontermin") und dieser bleibt unangepasst.]

(b) **Coupon Date[s]**. Interest shall be payable [annually] [semi-annually] [quarterly] in arrear. [Coupon Dates are [in each case] on **[insert Coupon Date(s)]** [in each year] (each such date a "Coupon Date") and always remain unadjusted.] [Coupon Date is on **[insert Coupon Date]** (the "Coupon Date") and it remains unadjusted.]

[Der erste Kupontermin ist der **[ersten Kupontermin einfügen]**. Der letzte Kupontermin ist der **[letzten Kupontermin einfügen]**.]

[The first Coupon Date shall be on **[insert first Coupon Date]**. The last Coupon Date shall be on **[insert last Coupon Date]**.]

(c) **Zinsenzahlungstag[e]**. Zinsen auf die Schuldverschreibungen sind [am] [an jedem]

(c) **Interest Payment Date[s]**. Interest on the Notes shall be payable on [the] [each] Interest Payment Date.

Zinsenzahlungstag zahlbar.

"Zinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Kupontermin zusammenfallen, oder verschiebt sich – sollte der Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Zinsenlaufperioden einfügen:] [Die [erste] [letzte] Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Kupontermin ist: [ersten Kupontermin einfügen] [(der "Erste Kupontermin")]] [Letzter Kupontermin ist: [letzten Kupontermin einfügen] [(der "Letzte Kupontermin")]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die Verzinsung:

[Im Fall, dass die Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll einfügen:

(2) **Zinssatz.** Der Zinssatz (der "Zinssatz") für [die][jede] Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:]**, multipliziert mit dem [positiven] [negativen] Faktor [und danach] **[im Falle einer Marge, einfügen:]** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen]**.

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die

"Interest Payment Date" means such Business Day, on which the interest is in fact due and payable. This may fall on the Coupon Date or may shift to the appropriated Business Day – if the Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Interest Period insert: [The [first] [last] Interest Period is [shortened] [extended]; [first Coupon Date is: **[insert first Coupon Date]** [("First Coupon Date")]] [last Coupon Date is: **[insert last Coupon Date]** [("Last Coupon Date")]].]

[Options for various Reference Rates regarding the rate of interest:

[In case the rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(2) **Rate of Interest.** The rate of interest (the "Rate of Interest") for [the][each] Interest Period will, except as provided below, be the Reference Interest Rate[, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:]**, multiplied by the [positive][negative] Factor [and subsequently] **[in case of a Margin, insert:]** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**.

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends

mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

["Factor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] **[Zahl einfügen]** **[weitere einfügen]** festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] **[weitere einfügen]** festgelegt.]

[Falls der Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:

(3) Zinssatz. Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird in Prozent p.a. ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

[Min][Max] [{}][Max][Min] [(][([([●]-Jahres **[maßgebliche Währung einfügen]** CMS [* Faktor]] [-] [+] [(●]-Jahres **[maßgebliche Währung einfügen]** CMS [* Faktor]] [+] [-] [Marge][)] ; [([●]-Jahres **[maßgebliche Währung einfügen]** CMS [* Faktor]] [-] [+] [(●]-Jahres **[maßgebliche Währung einfügen]** CMS [* Faktor]] [+] [-] [Marge][)])]; [([●]-Jahres **[maßgebliche Währung einfügen]** CMS [* Faktor]] [-] [+] [(●)-Jahres **[maßgebliche Währung einfügen]** CMS [* Faktor]] [+] [-] [Marge])]] }

[Im Falle [kurzer] [langer] erster Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Ersten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.)]

[Im Falle [kurzer] [langer] letzter Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] **[insert number]** **[insert further].]**

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] **[insert further].]**

[In case the rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(3) Rate of Interest. The rate of interest (the "Rate of Interest") for each Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{}][Max][Min] [(][([([●]-year(s) **[insert relevant currency]** CMS [* Factor]] [-] [+] [(●)-year(s) **[insert relevant currency]** CMS [* Factor]] [+] [-] [Margin][)] ; [([●]-year(s) **[insert relevant currency]** CMS [* Factor]] [-] [+] [(●)-year(s) **[insert relevant currency]** CMS [* Factor]] [+] [-] [Margin][)])]; [([●]-year(s) **[insert relevant currency]** CMS [* Factor]] [-] [+] [(●)-year(s) **[insert relevant currency]** CMS [* Factor]] [+] [-] [Margin])]] }

[In the case of [short] [long] first Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Interest Period which ends with the First Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.)]

[In the case of [short] [long] last Interest Period and if interpolation is applicable, insert:

(Davon ausgenommen ist die Zinsenlaufperiode, die mit dem Letzten Kupontermin endet (die "Interpolierte Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Zinsenlaufperiode nächst längeren Laufzeit.))

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Im Fall, dass der Zinssatz auf Basis des HVPI bestimmt wird, einfügen:]

(2) *Zinssatz.* Der Zinssatz (der "Zinssatz") für die jeweilige Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$Ian(t) = [\text{Min}\{ \}] [\text{Max}\{ \}] ((HVPI(t) - HVPI(t-1))/HVPI(t-1)) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \}] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von

(This shall not apply for the Interest Period which ends with the Last Coupon Date (the "Interpolated Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Interest Period and the available swap rate with the next longer term than the term of the Interpolated Interest Period.))

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

[In case the rate of interest is determined on the basis of HICP, insert:]

(2) *Rate of Interest.* The rate of interest (the "Rate of Interest") for each Interest Period shall be expressed as a rate in per cent *per annum* ("Ian(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$Ian(t) = [\text{Min}\{ \}] [\text{Max}\{ \}] (HICP(t) - HICP(t-1))/HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value} \}] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)].

"HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of

Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen

percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor any more but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, at its reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing

Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[(3)] [Im Fall, dass ein Mindestzinssatz gilt, einfügen:] *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Mindestzinssatz einfügen]** (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen:] *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Zinsenlaufperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Zinsenlaufperiode **[Höchstzinssatz einfügen]** (*Cap*).]

[(3)][(4)][(5)] Zinsbetrag. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Zinsbetrag (der "Zinsbetrag") für die entsprechende Zinsenlaufperiode berechnen. Der maßgebliche Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinsentagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Schuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(●)] Mitteilung von Zinssatz und Zinsbetrag.

[Im Falle der Zinsfestlegung im Vorhinein einfügen:]

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag] für die jeweilige Zinsenlaufperiode, [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:]

[(3)] [In case a minimum rate of interest applies insert:] *Minimum Rate of Interest:* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert minimum rate of interest]** (*Floor*).]

[In case a maximum rate of interest applies insert:] *Maximum Rate of Interest.* If the Rate of Interest in respect of [the first] [the [●]] [any] Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Interest Period shall be **[insert maximum rate of interest]** (*Cap*).]

[(3)][(4)][(5)] Interest Amount. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes for the relevant Interest Period. The relevant Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] Notification of Rate of Interest and Interest Amount.

[In case of interest determination in advance, insert:]

The Calculation Agent will cause the Rate of Interest[, each Interest Amount] for each Interest Period, [and] each Interest Period [and the relevant Interest Payment Date]

(i) der Emittentin[,] [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [ersten Tag der jeweiligen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**, veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(iii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

(i) to be notified to the Issuer[,] [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the relevant Interest Period] [first day of the relevant Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[Each Interest Amount and each][Each] Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(iii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

Im Fall einer Verlängerung oder Verkürzung der Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Zinssatz[, der Zinsbetrag für die jeweilige Zinsenlaufperiode,] [und] die jeweilige Zinsenlaufperiode [und der betreffende Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der jeweiligen Zinsenlaufperiode] [[zweiten] ●] Geschäftstag vor dem [Kupontermin] [Zinszahlungstag] der jeweiligen Zinsenlaufperiode] [anderen Zeitpunkt einfügen] mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**], veröffentlichen.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt

Each Interest Amount and each Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Rate of Interest[, each Interest Amount for each Interest Period,] [and] each Interest Period [and the relevant Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [[●] Business Day prior to the expiry of the relevant Interest Period] [[the second] ●] Business Day prior to the [Coupon Date] [Interest Payment Date] of the relevant Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock

werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Fest zu [Fest zu] Variabel verzinslichen Schuldverschreibungen einfügen:

(1) *Feste Verzinsung.*

(a) Zinssatz, *Festzinsenlaufperiode[n]*, Zinsenwechsellag. Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem **[Datum einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festkupontermin]** [, das ist der **[Datum einfügen]**], **[im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [●] [letzten] Festzinsenzahlungstag]** (ausschließlich) verzinst (der "Festzinssatz-Zeitraum").

[Eine][Die] "Festzinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festkupontermin] [[bzw.] [Zinsenwechsellag]] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] [Festzinsenzahlungstag] [[bzw.] [Zinsenwechsellag]] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Zinsenlaufperioden einfügen: Festzinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Zinsenlaufperioden einfügen: nächstfolgenden Festkupontermin bzw. Zinsenwechsellag] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden Festzinsenzahlungstag bzw. Zinsenwechsellag] (jeweils ausschließlich).**

"Zinsenwechsellag" bezeichnet den **[[letzten] Festkupontermin]**, das ist der **[Festkupontermin einfügen]** [auf den [letzten] Festkupontermin, das ist der **[letzten Festkupontermin einfügen]** bezügliche Festzinsenzahlungstag].

Die Festzinsenlaufperiode[n] [unterliegt][unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum **[Zinssatz einfügen]** % [p.a.] **[anderen Zeitraum einfügen]** (der "Festzinssatz").]

Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[In case of Notes with Fixed to [Fixed to] Floating interest rates, insert:

(1) *Fixed Interest.*

(a) *Rate of Interest, Fixed Interest Period[s], Interest Exchange Day.* The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) **[insert date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] [●] [last] Fixed Coupon Date]** [, i.e. **[insert date]**] **[in case of an adjustment of Fixed Interest Period insert: [first] [●] [last] Fixed Interest Payment Date]** (the "Fixed Interest Rate Period").

[A][The] "Fixed Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Interest Period insert: [first] [Fixed Coupon Date] [[or] Interest Exchange Day]] [in case of an adjustment of Fixed Interest Period insert: [first] [Fixed Interest Payment Date] [[or] Interest Exchange Day] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or Interest Exchange Day, as the case may be] [in case of an adjustment of Fixed Interest Period insert: next following Fixed Interest Payment Date or Interest Exchange Day, as the case may be].**

"Interest Exchange Day" means **[the [last] Fixed Coupon Date, i.e. [insert date]]** [the Fixed Interest Payment Date relating to the [last] Fixed Coupon Date [, i.e. **[insert [last] Fixed Coupon Date]**].

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is [insert Rate of Interest] per cent **[per annum] [insert other period]** (the "Fixed Interest Rate").]

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen: [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Verzinsungsbeginn bis zum [ersten] [Festkupontermin][Festzinsenzahlungstag] **[Zinssatz einfügen]** % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinsenzahlungstag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinsenzahlungstag einfügen] **[Zinssatz einfügen]** % [p.a.] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze")].]

(b) *Festkupontermin[e], Festzinsenzahlungstag[e].* Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am **[Festkupontermin(e) einfügen]** [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der **[Festkupontermin einfügen]** (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der **[ersten Festkupontermin einfügen]**. Der letzte Festkupontermin ist der **[letzten Festkupontermin einfügen]**.]

Festzinsen auf die Schuldverschreibungen sind [an jedem][am] Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen: [Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: **[ersten Festkupontermin einfügen]**][Letzter Festkupontermin ist: **[letzten Festkupontermin einfügen]**]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen.* Sofern der Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(2) *Variable Verzinsung.*

(a) *Zinssatz, Variable Zinsenlaufperiode[n], Variable[r] Zinsenzahlungstag[e].* Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Commencement Date to the [first][Fixed Coupon Date][Fixed Interest Payment Date] **[insert Rate of Interest]** per cent [per annum] [,][and] [for the [n-th] Fixed Interest Period from the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** to the **[insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date]** **[insert Rate of Interest]** per cent [per annum]] [,][and] **[insert further/other period]** (the relevant "Fixed Interest Rate[s]").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s].* Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on **[insert Fixed Coupon Date(s)]** [in each year] (each such date a "Fixed Coupon Date") and remain always unadjusted.] [Fixed Coupon Date is on **[insert Fixed Coupon Date]** (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on **[insert first Fixed Coupon Date]**. The last Fixed Coupon Date **[insert last Fixed Coupon Date]**.]

Fixed interest on the Notes shall be payable on [each][the] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on a Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Fixed Interest Period insert: [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: **[insert first Fixed Coupon Date]** [last Fixed Coupon Date is: **[insert last Fixed Coupon Date]**]

(c) *Calculation of Fixed Interest for Partial Periods.* If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(2) *Floating Interest.*

(a) *Rate of Interest, Floating Interest Period[s], Floating Interest Payment Date[s].* The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the

Nennbetrag ab dem Zinsenwechselltag (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: [letzten] Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: Rückzahlungstag (wie in § 6 Absatz (1) definiert)] (ausschließlich) verzinnt.

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei [jeweils] vom Zinsenwechselltag (einschließlich) bis zum [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: [ersten] Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: [ersten] Variablen Zinsenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: Variablen Zinsenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Variablen Kupontermin] [im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen: nächstfolgenden Variablen Zinsenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)].

Die Variable[n] Zinsenlaufperiode[n][unterliegt] [unterliegen] [k]einer Anpassung.

(b) Variable[r] Kupontermin[e]. Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der [Datum einfügen] [eines jeden Jahres] (jeweils ein "Variabler Kupontermin") und bleiben immer unangepasst.]

["Variabler Kupontermin" ist der [Variablen Kupontermin einfügen] und dieser bleibt immer unangepasst.]

[Der erste Variable Kupontermin ist der [ersten Variablen Kupontermin einfügen]. Der letzte Variable Kupontermin ist der [letzten Variablen Kupontermin einfügen].]

(c) Variable[r] Zinsenzahlungstag[e].

Variable Zinsen auf die Schuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar.

Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist, aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention)

Floating Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the [in case of no adjustment of Floating Interest Period insert: [last] Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: Maturity Date (as defined in § 6(1))].

[A][The] "Floating Interest Period" is [respectively] from (and including) the Interest Exchange Day to (but excluding) the [in case of no adjustment of Floating Interest Period insert: [first] Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: [first] Floating Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Floating Interest Period insert: Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: Floating Interest Payment Date] to (but each excluding) [in case of no adjustment of Floating Interest Period insert: the next following Floating Coupon Date or last Floating Coupon Date] [in case of an adjustment of Floating Interest Period insert: the next following Floating Interest Payment Date or the Maturity Date]].

The Floating Interest Period[s] will be [un]adjusted.

(b) Floating Coupon Date[s]. Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on [insert floating coupon dates] [in each year] (each such date a "Floating Coupon Date") and always remain unadjusted.]

["Floating Coupon Date" is the [insert floating coupon date] and it always remains unadjusted.]

[The first Floating Coupon Date shall be on [insert first Floating Coupon Date]. The last Floating Coupon Date shall be on [insert last Floating Coupon Date].]

(c) Floating Interest Payment Date[s].

Interest on the Notes shall be payable on [each][the] Floating Interest Payment Date.

Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: **[ersten Variablen Kupontermin einfügen]** [(der "Erste Kupontermin")]] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Kupontermin")]].]

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) **Variabler Zinssatz.** Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenzzinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:** multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum][**anderen Zeitraum einfügen**].

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **[insert first Floating Coupon Date]** [("First Coupon Date")]] [last Floating Coupon Date is: **[insert last Floating Coupon Date]** [("Last Coupon Date")]].]

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) **Floating Rate of Interest.** The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:** multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [*per annum*] **[insert other time period]**].

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than

the term of the Interpolated Floating Interest Period.))]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] **[insert number]** **[insert further].**]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●] [**insert further**].]

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent per annum and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] {}[Max][Min] [(I)(I[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+]
 [-] [Margin()]] ; (I [[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+]
 [-] [Margin()]]); (I [[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+]
 [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+]
 [-] [Margin()]] {}

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter

verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:]

(e) *Variable Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die [jeweilige] Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$Ian(t) = [\text{Min}\{ \} [\text{Max}\{ \} (HVPI(t) - HVPI(t-1))/HVPI(t-1) [*100] [* \text{Faktor}] [+][-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert }]] [+][-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [**Bezugszeitraum (t) einfügen**] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [**Bezugszeitraum (t-1) einfügen**] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak)

term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.))

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [**insert further**].]

[In case the floating rate of interest is determined on the basis of HICP, insert:]

(e) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for [each][the] Floating Interest Period shall be expressed as a rate in per cent *per annum* ("Ian(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$Ian(t) = [\text{Min}\{ \} [\text{Max}\{ \} (HICP(t) - HICP(t-1))/HICP(t-1) [*100] [* \text{Factor}] [+][-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value }]] [+][-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the [**insert reference period(t)**].

"HICP(t-1)" means the level of the HICP that is published by reference to the [**insert reference period(t-1)**].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-

für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7.

Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and

Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:]

[(3)] **[Im Fall, dass ein Mindestzinssatz gilt, einfügen:** Mindestzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Mindestzinssatz einfügen]** (Floor).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: Höchstzinssatz. Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Höchstzinssatz einfügen]** (Cap).]

[(3)][4][5] **Zinsenbetrag.** Die Berechnungsstelle wird zu oder baldmöglichst nach [dem][jedem] Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Zinsenbetrag (der "Zinsenbetrag") für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Zinsenbetrag wird ermittelt, indem der Variable Zinssatz und der Zinsentagequotient (wie nachstehend definiert) auf [den ausstehenden Gesamtnennbetrag der Schuldverschreibungen][die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(●)] **Mitteilung von Variablem Zinssatz und Zinsenbetrag.**

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsenbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin[, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der [jeweiligen]

pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:]

[(3)] **[In case a minimum rate of interest applies insert:** Minimum Rate of Interest: If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert minimum rate of interest]** (Floor).]

[In case a maximum rate of interest applies insert: Maximum Rate of Interest. If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Rate of Interest for such Floating Interest Period shall be **[insert maximum rate of interest]** (Cap).]

[(3)][4][5] **Interest Amount.** The Calculation Agent will, on or as soon as practicable after [the][each] time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes for the relevant Floating Interest Period. The relevant Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to [the outstanding aggregate principal amount of the Notes] [the Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(●)] **Notification of Floating Rate of Interest and Interest Amount.**

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest

Variablen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und Period] **[insert other time]**, and

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**, veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsbetrag und] der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(iii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(iii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed],

Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinsenlaufperiode] [[zweiten] [●] Geschäftstag vor dem Variablen Kupontermin] [Zinsenzahlungstag] der [jeweiligen] Variablen Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]] **[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**, veröffentlichen.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem

[any Paying Agent] and to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than the [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]] **[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Im Fall von Variabel zu Fest verzinslichen Schuldverschreibungen einfügen:

(3) *Variable Verzinsung.*

(a) *Variabler Zinssatz, Variable Zinsenlaufperiode[n], Zinsenwechsellag.* Die Schuldverschreibungen werden [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "Verzinsungsbeginn") (einschließlich) während der Variablen Zinsenlaufperiode[n] bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [letzten] Variablen Zinsenzahlungstag]) (ausschließlich) verzinst.

[Eine][Die] "Variable Zinsenlaufperiode" läuft dabei [jeweils] vom Verzinsungsbeginn (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** [ersten] Variablen Zinsenzahlungstag] (ausschließlich) [und danach von jedem **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Kupontermin] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** Variablen Zinsenzahlungstag] (einschließlich) bis zum **[im Fall keiner Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Kupontermin bzw. den Zinsenwechsellag] **[im Fall einer Anpassung der Variablen Zinsenlaufperioden einfügen:** nächstfolgenden Variablen Zinsenzahlungstag bzw. den Zinsenwechsellag] (jeweils ausschließlich)].

"Zinsenwechsellag" bezeichnet den **[letzten Variablen Kupontermin einfügen]** [auf den Variablen Kupontermin **[letzten Variablen Kupontermin einfügen]** bezüglichen Variablen Zinsenzahlungstag].

Die Variable[n] Zinsenlaufperiode[n][unterliegt] [unterliegen] [k]einer Anpassung.

(b) *Variabler Kupontermin.* Die Variablen Zinsen sind [jährlich] [halbjährlich][vierteljährlich] nachträglich zahlbar. ["Variable Kupontermine" sind jeweils der **[Datum einfügen]** [eines jeden Jahres] (jeweils ein "Variabler Kupontermin") und bleiben immer unangepasst.] ["Variabler Kupontermin" ist der **[Variablen Kupontermin einfügen]** und dieser bleibt immer unangepasst

[Der erste Variable Kupontermin ist der **[ersten Variablen Kupontermin einfügen]**. Der letzte

[In case of Notes with Floating to Fixed interest rates, insert:

(3) *Floating Interest.*

(a) *Floating Rate of Interest, Floating Interest Period[s], Interest Exchange Day.* The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Floating Interest Period[s] from (and including) **[insert Interest Commencement Date]** (the "Interest Commencement Date") to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [last] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [last] Floating Interest Payment Date].

[A][The] "Floating Interest Period" is [respectively] from (and including) the Interest Commencement Date to (but excluding) the **[in case of no adjustment of Floating Interest Period insert:** [first] Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** [first] Floating Interest Payment Date] [and thereafter from (and including) each **[in case of no adjustment of Floating Interest Period insert:** Floating Coupon Date] **[in case of an adjustment of Floating Interest Period insert:** Floating Interest Payment Date] to (but each excluding) **[in case of no adjustment of Floating Interest Period insert:** the next following Floating Coupon Date or the Interest Exchange Day] **[in case of an adjustment of Floating Interest Period insert:** the next following Floating Interest Payment Date or the Interest Exchange Day].

"Interest Exchange Day" means **[insert last Floating Coupon Date]** [the Floating Interest Payment Date relating to the Floating Coupon Date **[insert last Floating Coupon Date]**].

The Floating Interest Period[s] will be [un]adjusted.

(b) *Floating Coupon Dates.* Floating interest shall be payable [annually] [semi-annually] [quarterly] in arrear. ["Floating Coupon Dates" are in each case on **[insert floating coupon dates]** [in each year] (each such date a "Floating Coupon Date") and always remain unadjusted.] ["Floating Coupon Date" is the **[insert floating coupon date]** and it always remains unadjusted.]

[The first Floating Coupon Date shall be on **[insert first Floating Coupon Date]**. The last Floating

Variable Kupontermin ist der **[letzten Variablen Kupontermin einfügen].**

(c) Variable[r] Zinsenzahlungstag[e].

Variable Zinsen auf die Schuldverschreibungen sind [an jedem][am] Variablen Zinsenzahlungstag zahlbar. Variabler Zinsenzahlungstag bezeichnet jenen Geschäftstag, an welchem die Variablen Zinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Variablen Kupontermin zusammenfallen, oder verschiebt sich – sollte der Variable Kupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Variabler Zinsenlaufperioden einfügen: [Die [erste] [letzte] Variable Zinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Variabler Kupontermin ist: **[ersten Variablen Kupontermin einfügen]** [(der "Erste Variable Kupontermin")]] [Letzter Variabler Kupontermin ist: **[letzten Variablen Kupontermin einfügen]** [(der "Letzte Variable Kupontermin")]]].

[Auswahlmöglichkeiten für verschiedene Referenzwerte für die variable Verzinsung:

[Im Fall, dass die variable Verzinsung in Abhängigkeit von einem Referenz-Zinssatz berechnet werden soll, einfügen:

(d) **Variablel Zinssatz.** Der variable Zinssatz (der "Variable Zinssatz") für [die][jede] Variable Zinsenlaufperiode ist, sofern nachstehend nichts Abweichendes bestimmt wird, der Referenz-Zinssatz [, sollte dieser Referenz-Zinssatz jedoch geringer als 0,00 % p.a. sein, ist ein Referenz-Zinssatz von 0,00 % p.a. heranzuziehen,] **[im Fall der Multiplikation mit einem Faktor, einfügen:**, multipliziert mit dem [positiven] [negativen] Faktor [und danach]] **[im Falle einer Marge, einfügen:** [zuzüglich] [abzüglich] der [maßgeblichen] Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen, ausgedrückt als Prozentsatz [per annum] **[anderen Zeitraum einfügen].**

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst

Coupon Date shall be on **[insert last Floating Coupon Date].**

(c) Floating Interest Payment Date[s].

Interest on the Notes shall be payable on [each][the] Floating Interest Payment Date. Floating Interest Payment Date means such Business Day, on which the floating interest is in fact due and payable. This may fall on the Floating Coupon Date or may shift to the appropriated Business Day – if the Floating Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Floating Interest Periods insert: [The [first] [last] Floating Interest Period is [shortened] [extended]; [first Floating Coupon Date is: **[insert first Floating Coupon Date]** [("First Floating Coupon Date")]] [last Floating Coupon Date is: **[insert last Floating Coupon Date]** [("Last Floating Coupon Date")]]].

[Options for various Reference Rates regarding the floating rate of interest:

[In case the floating rate of interest shall be calculated on the basis of a Reference Interest Rate, insert:

(d) **Floating Rate of Interest.** The floating rate of interest (the "Floating Rate of Interest") for [the][each] Floating Interest Period will, except as provided below, be the Reference Interest Rate [, however, should such Reference Interest Rate be below 0.00 per cent p.a., a Reference Interest Rate of 0.00 per cent p.a. will be applied,] **[in case of multiplication with a factor, insert:**, multiplied by the [positive][negative] Factor [and subsequently]] **[in case of a Margin insert:** [plus] [minus] the [relevant] Margin], all as determined by the Calculation Agent, expressed as a percentage rate [per annum] **[insert other time period].**

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.))

längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Referenzzinssatz gebildet wird anhand der linearen Interpolation des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Referenzzinssatzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit, jeweils als Prozentsatz *per annum* ausgedrückt.)]

["Faktor" bedeutet eine positive oder negative Zahl und wurde [für die [erste] [●] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [weitere einfügen] festgelegt.]

[Falls der variable Zinssatz auf Basis eines Referenz-CMS-Satzes bestimmt wird, ist Folgendes anwendbar:

(e) *Variable Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird in Prozent *per annum* ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

[Min][Max] [{}][Max][Min] [(I)([●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) [+] [-] [Marge]]); [(I) [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) [+] [-] [Marge]]); [(I) [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) [-] [+] [(●)-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]) [+] [-] [Marge]])]

[Im Falle [kurzer] [langer] erster Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Ersten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der maßgebliche Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant reference interest rate will be the linear interpolation between the available reference interest rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available reference interest rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Factor" means a positive or negative number and has been determined [for the [first] [●] Interest Period] as [+][-] [insert number] [insert further].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [insert further].]

[In case the floating rate of interest is determined on the basis of a Reference CMS Rate, the following applies:

(e) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period will be expressed in per cent *per annum* and is determined by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

[Min][Max] [{}][Max][Min] [(I)([●]-year(s) [insert relevant currency] CMS [* Faktor]) [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]) [+] [-] [Margin]]); [(I) [(●)-year(s) [insert relevant currency] CMS [* Faktor]) [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]) [+] [-] [Margin]]); [(I) [(●)-year(s) [insert relevant currency] CMS [* Faktor]) [-] [+] [(●)-year(s) [insert relevant currency] CMS [* Faktor]) [+] [-] [Margin]])]

[In the case of [short] [long] first Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the First Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest

zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

[Im Falle [kurzer] [langer] letzter Variabler Zinsenlaufperiode und falls Interpolation anwendbar ist, einfügen:

(Davon ausgenommen ist die Variable Zinsenlaufperiode, die mit dem Letzten Variablen Kupontermin endet (die "Interpolierte Variable Zinsenlaufperiode"), für die der Swap Satz gebildet wird anhand der linearen Interpolation des verfügbaren Swap Satzes mit der im Verhältnis zur Laufzeit der Interpolierten Variablen Zinsenlaufperiode nächst kürzeren Laufzeit und des verfügbaren Swap Satzes mit der im Verhältnis zur Interpolierten Variablen Zinsenlaufperiode nächst längeren Laufzeit.)]

["Faktor" bezeichnet eine positive oder negative Zahl [(zwischen 0 und 25, für den Fall, dass ein Vielfaches des maßgeblichen CMS oder CMS Spread bei der Berechnung des Zinssatzes verwendet werden soll)] und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●][**weitere einfügen**] festgelegt.]

["Marge" entspricht einem Auf- oder Abschlag in Prozentpunkten und wurde [für die [erste] [●] Zinsenlaufperiode] mit [●] [für die [●] Zinsenlaufperiode mit [●]] [**weitere einfügen**] festgelegt.]

[Im Fall, dass der variable Zinssatz auf Basis des HVPI bestimmt wird, einfügen:

(d) *Variabler Zinssatz.* Der variable Zinssatz (der "Variable Zinssatz") für die jeweilige Variable Zinsenlaufperiode wird als Zinssatz in Prozent per annum ("Ian(t)") ausgedrückt und von der Berechnungsstelle (wie in § 7 (Beauftragte Stellen) definiert) gemäß folgender Formel bestimmt:

$$Ian(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] (HVPI(t) - HVPI(t-1)) / HVPI(t-1) [* 100] [* \text{Faktor}] [+] [-] [\text{Zuschlag}] [\text{Abschlag}] [; \text{Wert} \}] [+] [-] [\text{Marge}]$$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [**Bezugszeitraum (t) einfügen**] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [**Bezugszeitraum (t-1) einfügen**] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

[In the case of [short] [long] last Floating Interest Period and if interpolation is applicable, insert:

(This shall not apply for the Floating Interest Period which ends with the Last Floating Coupon Date (the "Interpolated Floating Interest Period"), for which the relevant swap rate will be the linear interpolation between the available swap rate with the next shorter term than the term of the Interpolated Floating Interest Period and the available swap rate with the next longer term than the term of the Interpolated Floating Interest Period.)]

["Factor" means a positive or negative number [(between 0 and 25 in case a multiple of the relevant CMS or CMS spread shall be used in the calculation of the Rate of Interest)] and has been determined [for the [first] [●] Interest Period] as [●] [**insert further**].]

["Margin" corresponds to a surcharge or disagio in percentage points and has been determined [for the [first] [●] Interest Period] as [●] [for the [●] Interest Period] as [●]] [**insert further**].]

[In case the floating rate of interest is determined on the basis of HICP, insert:

(d) *Floating Rate of Interest.* The floating rate of interest (the "Floating Rate of Interest") for each Floating Interest Period shall be expressed as a rate in per cent *per annum* ("Ian(t)") and calculated by the Calculation Agent (as defined in § 7 (Agents)) in accordance with the following formula:

$$Ian(t) = [\text{Min} \{ \}] [\text{Max} \{ \}] (HICP(t) - HICP(t-1)) / HICP(t-1) [* 100] [* \text{Factor}] [+] [-] [\text{Surcharge}] [\text{Reduction}] [; \text{Value} \}] [+] [-] [\text{Margin}]$$

"HICP(t)" means the level of the HICP that is published by reference to the [**insert reference period(t)**].

"HICP(t-1)" means the level of the HICP that is published by reference to the [**insert reference period(t-1)**].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Wert" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten], welche für einen Zinssatz steht, und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

["Marge" bedeutet eine definierte [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Zinssatzes zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Zinsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Value" means a defined [number][number of percentage points] which stands for a percentage rate, and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

["Margin" means a defined [number][number of percentage points] and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Interest Determination Date (as defined below).

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Interest Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Interest Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Interest Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor

der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.]]

[Fortsetzung allgemeine Bestimmungen für variable Verzinsung:

[Im Fall, dass ein Mindestzinssatz gilt, einfügen: *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz niedriger ist als **[Mindestzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Mindestzinssatz einfügen]** % p.a. (*Floor*).]

[Im Fall, dass ein Höchstzinssatz gilt, einfügen: *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für [die erste] [die [●]] [eine] Variable Zinsenlaufperiode ermittelte Variable Zinssatz höher ist als **[Höchstzinssatz einfügen]**, so ist der Zinssatz für diese Variable Zinsenlaufperiode **[Höchstzinssatz einfügen]** % p.a. (*Cap*).]

[(e)] *Variabler Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Variable Zinssatz zu bestimmen ist, den Variablen Zinssatz bestimmen und den auf die Schuldverschreibungen zahlbaren Variablen Zinsbetrag (der "Variable Zinsbetrag") für die entsprechende Variable Zinsenlaufperiode berechnen. Der maßgebliche Variable Zinsbetrag wird ermittelt, indem der Variable Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf [den Gesamtnennbetrag der Schuldverschreibungen] [die Festgelegte Stückelung] angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(f)] *Mitteilung von Variablem Zinssatz und Variablem Zinsbetrag.*

significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997, as amended from time to time.]]

[Continuation of general terms and conditions for floating interest:

[In case minimum rate of interest applies insert: *Minimum Rate of Interest.* If the Floating Rate of Interest in respect of [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is less than **[insert minimum rate of interest]**, the Floating Rate of Interest for such Floating Interest Period shall be **[insert minimum rate of interest]** per cent *per annum* (*Floor*).]

[In case maximum rate of interest applies insert: *Maximum Rate of Interest.* If the Floating Rate of Interest in respect of any [the first] [the [●]] [any] Floating Interest Period determined in accordance with the above provisions is greater than **[insert maximum rate of interest]**, the Floating Rate of Interest for such Floating Interest Period shall be **[insert maximum rate of interest]** per cent *per annum* (*Cap*).]

[(e)] *Floating Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Floating Rate of Interest is to be determined, determine the Floating Rate of Interest and calculate the amount of interest (the "Floating Interest Amount") payable on the Notes for the relevant Floating Interest Period. The relevant Floating Interest Amount shall be calculated by applying the Floating Rate of Interest and the Day Count Fraction (as defined below) to the [aggregate principal amount of the Notes] [Specified Denomination] and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(f)] *Notification of Floating Rate of Interest and Floating Interest Amount.*

[Im Falle der Zinsfestlegung im Vorhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsenbetrag für die jeweilige Variable Zinsenlaufperiode,] [und] die jeweilige Variable Zinsenlaufperiode [und der betreffende Variable Zinsenzahlungstag]

(i) der Emittentin[, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach dessen Festlegung, aber keinesfalls später als am [zweiten] [●] Geschäftstag vor Beginn der [jeweiligen] Variablen Zinsenlaufperiode] [ersten Tag der Variablen [jeweiligen] Zinsenlaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich]]**[anderes Land einfügen]**, voraussichtlich [dem Amtsblatt zur Wiener Zeitung] **[andere Zeitung einfügen]**, veröffentlichen.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsenlaufperiode [können][kann] [der mitgeteilte Zinsenbetrag und] der mitgeteilte Variable Zinsenzahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern entsprechend mitgeteilt.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(iii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt

[In case of interest determination in advance, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer[, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [the second] [●] Business Day prior to the commencement of the [relevant] Floating Interest Period] [first day of the [relevant] Floating Interest Period] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/Information for Debt Investors] [in a leading daily newspaper having general circulation in [Austria]]**[insert other country]**. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] **[insert other newspaper]**.]

[Each Interest Amount and each][Each] Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders accordingly.]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(iii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock

werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

Im Fall einer Verlängerung oder Verkürzung der Variablen Zinslaufperiode können der mitgeteilte Zinsbetrag und der mitgeteilte Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend der Emittentin, [dem Clearing System,] [allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind], [jeder Zahlstelle] sowie den Gläubigern gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) mitgeteilt.]]

[Im Falle der Zinsfestlegung im Nachhinein einfügen:

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz[, der Zinsbetrag für die jeweilige Variable Zinslaufperiode,] [und] die jeweilige Variable Zinslaufperiode [und der betreffende Variable Zinszahlungstag]

(i) der Emittentin, [dem Clearing System] [jeder Zahlstelle] [und] [jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen], baldmöglichst nach Festlegung, aber keinesfalls später als am [[●] Geschäftstag vor Ablauf der [jeweiligen] Variablen Zinslaufperiode] [[zweiten] [●] Geschäftstag vor dem Variablen [Kupontermin] [Zinszahlungstag] der [jeweiligen] Variablen Zinslaufperiode] **[anderen Zeitpunkt einfügen]** mitgeteilt werden und

[Im Fall von Schuldverschreibungen, die durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich am Sitz der Emittentin, Am Stadtpark 9, 1030 Wien, Österreich, auf Anfrage zur Verfügung gestellt werden.

[Zudem erfolgen Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

[Die Emittentin wird Informationen zur Zinsfestlegung [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [in einer führenden Tageszeitung

Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

Each Interest Amount and each Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to the Issuer [, the Clearing System,] [any stock exchange on which the Notes are then listed], [any Paying Agent] and to the Holders in accordance with § 14 (Notices / [No] Stock Exchange Listing).]]

[In case of interest determination in arrears, insert:

The Calculation Agent will cause the Floating Rate of Interest[, each Interest Amount for each Floating Interest Period,] [and] each Floating Interest Period [and the relevant Floating Interest Payment Date]

(i) to be notified to the Issuer, [the Clearing System] [any Paying Agent] [and] [if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange] as soon as possible after their determination, but in no event later than [[●] Business Day prior to the expiry of the [relevant] Floating Interest Period] [[the second] [●] Business Day prior to the Floating [Coupon Date] [Interest Payment Date] of the [relevant] Floating Interest Period]] **[insert other time]**, and

[In the case of Notes which are represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be made available to the Holders without delay upon request at the seat of the Issuer, Am Stadtpark 9, 1030 Vienna, Austria.

[Furthermore, publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

[The Issuer will [also] publish information relating to the interest determination [on its website www.rbinternational.com/Investors/ Information for Debt Investors] [in a leading daily newspaper having

mit allgemeiner Verbreitung in [Österreich][**anderes Land einfügen**], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [**andere Zeitung einfügen**], veröffentlichen.]

[Im Fall von Schuldverschreibungen, die nicht durch eine Sammelurkunde nach österreichischem Depotgesetz verbrieft sind, einfügen:

(ii) den Gläubigern unverzüglich gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt werden.

[Veröffentlichungen von Informationen zur Zinsfestlegung gemäß den Regeln und Bestimmungen der Börse, an der die Schuldverschreibungen notiert sind, erfolgen in jenem Umfang, der gemäß diesen Regeln dafür vorgesehen ist.]

(2) Feste Verzinsung

(a) **Zinssatz, Festzinsenlaufperiode[n].** Die Schuldverschreibungen werden, bezogen auf ihren Nennbetrag, ab dem Zinswechseltag (einschließlich) während der Festzinsenlaufperiode[n] [jährlich] [halbjährlich] [vierteljährlich] im Nachhinein, bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [letzten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Rückzahlungstag wie in § 6(1) definiert] (ausschließlich)]** verzinst (der "Festzinssatz-Zeitraum").

[Eine][Die]"Festzinsenlaufperiode" läuft dabei [jeweils] vom Zinswechseltag (einschließlich) bis zum **[im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: [ersten] Festzinenzahlungstag] [Rückzahlungstag] (ausschließlich) [und danach von jedem [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: Festzinenzahlungstag] (einschließlich) bis zum [im Fall keiner Anpassung der Festzinsenlaufperioden einfügen: nächstfolgenden bzw. letzten Festkupontermin] [im Fall einer Anpassung der Festzinsenlaufperioden einfügen: letzten Festzinenzahlungstag bzw. Rückzahlungstag] (jeweils ausschließlich)]].**

Die Festzinsenlaufperiode[n] [unterliegt] [unterliegen] [k]einer Anpassung.

[Im Falle eines Zinssatzes für den gesamten Festzinssatz-Zeitraum einfügen: Der Zinssatz beträgt für den Festzinssatz-Zeitraum [**Zinssatz einfügen**] % [p.a.] [**anderen Zeitraum einfügen**] (der "Festzinssatz").]

general circulation in [Austria][**insert other country**]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [**insert other newspaper**].]

[In the case of Notes which are not represented by a Global Certificate (Sammelurkunde) governed by Austrian Depotgesetz, insert:

(ii) to be notified to the Holders without delay in accordance with § [14] (Notices / [No] Stock Exchange Listing) hereof.

[Publications of information relating to the interest determination pursuant to the rules and regulations of the stock exchange on which the Notes are listed will be made to the extent provided for by such rules.]

(2) Fixed Interest

(a) **Rate of Interest, Fixed Interest Period[s].** The Notes shall bear interest [annually] [semi-annually] [quarterly] in arrear based on their principal amount during the Fixed Interest Period[s] from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [last] Fixed Coupon date] [in case of an adjustment of Fixed Interest Period insert: Maturity Date (as defined in § 6) (the "Fixed Interest Rate Period")]**.

[A][The] "Fixed Interest Period" is respectively from (and including) the Interest Exchange Day to (but excluding) the **[in case of no adjustment of Fixed Interest Period insert: [first] Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: [first] Fixed Interest Payment Date] [Maturity Date] [and thereafter from (and including) each [in case of no adjustment of Fixed Interest Period insert: Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: Fixed Interest Payment Date] to (but each excluding) [in case of no adjustment of Fixed Interest Period insert: the next following Fixed Coupon Date or last Fixed Coupon Date] [in case of an adjustment of Fixed Interest Period insert: last Fixed Interest Payment Date or Maturity Date]]]**.

The Fixed Interest Period[s] will be [un]adjusted.

[In case of one interest rate for the entire Fixed Interest Rate Period, insert: The rate of interest for the Fixed Interest Rate Period is [**insert Rate of Interest**] per cent [*per annum*] [**insert other period**] (the "Fixed Interest Rate").]

[Im Falle mehrerer Zinssätze innerhalb des Festzinssatz-Zeitraumes einfügen:] [Der Zinssatz][Die Zinssätze] innerhalb des Festzinssatz-Zeitraumes [beträgt][betragen] für die [erste] Festzinsenlaufperiode [vom Zinsenwechselltag bis zum [ersten] [Festkupontermin][Festzinsenzahlungstag] [Rückzahlungstag] [Zinssatz einfügen] % [p.a.] [,][und] [für die [n-te] Festzinsenlaufperiode vom [maßgeblichen Festkupontermin/ Festzinsenzahlungs-tag einfügen] bis zum [maßgeblichen Festkupontermin/ Festzinsenzahlungs-tag einfügen] [Rückzahlungstag] [Zinssatz einfügen] % [p.a.] [,][und] [anderen/weiteren Zeitraum einfügen] [(der jeweilige "Festzinssatz")][die jeweiligen "Festzinssätze").]

(b) *Festkupontermin[e], Festzinsenzahlungstag[e].* Der Festzins ist nachträglich zahlbar. [Festkupontermine sind [jeweils] am [Festkupontermin(e) einfügen] [eines jeden Jahres] (jeweils ein "Festkupontermin") und bleiben immer unangepasst.] [Festkupontermin ist der [Festkupontermin einfügen] (der "Festkupontermin") und dieser bleibt unangepasst.]

[Der erste Festkupontermin ist der [ersten Festkupontermin einfügen]. Der letzte Festkupontermin ist der [letzten Festkupontermin einfügen].]

Festzinsen auf die Schuldverschreibungen sind [am] [an jedem] Festzinsenzahlungstag zahlbar.

"Festzinsenzahlungstag" bezeichnet jenen Geschäftstag, an welchem die Festzinsen tatsächlich fällig und zahlbar sind. Dieser kann mit dem Festzinskupontermin zusammenfallen, oder verschiebt sich – sollte der Festzinskupontermin auf einen Tag fallen, der kein Geschäftstag ist – aufgrund der zur Anwendung kommenden Anpassungsregel, wie in § 5[(4)][(5)][(6)] (Geschäftstage-Konvention) bestimmt, auf den entsprechenden Geschäftstag.

[Im Falle [kurzer] [langer] Festzinsenlaufperioden einfügen:][Die [erste] [letzte] Festzinsenlaufperiode ist [verkürzt] [verlängert]; [Erster Festkupontermin ist: [ersten Festkupontermin einfügen][Letzter Festkupontermin ist: [letzten Festkupontermin einfügen].]

(c) *Berechnung der Festzinsen für Teile von Zeiträumen.* Sofern Festzins für einen Zeitraum von weniger als einem Jahr zu berechnen ist, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]

[Im Fall von Nullkupon-Schuldverschreibungen einfügen:]

(1) *Keine periodischen Zinsenzahlungen.* Es erfolgen keine periodischen Zinsenzahlungen auf die

[In case of several interest rates during the Fixed Interest Rate Period, insert: The rate[s] of interest during the Fixed Interest Rate Period [is][are] for the [first] Fixed Interest Period [from the Interest Exchange Day to the [first][Fixed Coupon Date][Fixed Interest Payment Date] [Maturity Date] [insert Rate of Interest] per cent [per annum] [,][and] [for the [n-th] Fixed Interest Period from the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] to the [insert relevant Fixed Coupon Date][insert relevant Fixed Interest Payment Date] [Maturity Date] [insert Rate of Interest] per cent [per annum]] [,][and] [insert further/other period] (the relevant "Fixed Interest Rate[s]").]

(b) *Fixed Coupon Date[s], Fixed Interest Payment Date[s].* Fixed interest shall be payable in arrear. [Fixed Coupon Dates are [in each case] on [insert Fixed Coupon Date(s)] [in each year] (each such date a "Fixed Coupon Date") and always remain unadjusted.] [Fixed Coupon Date is on [insert Fixed Coupon Date] (the "Fixed Coupon Date") and it remains unadjusted.]

[The first Fixed Coupon Date shall be on [insert first Fixed Coupon Date]. The last Fixed Coupon Date [insert last Fixed Coupon Date].]

Fixed interest shall be payable on [the] [each] Fixed Interest Payment Date.

"Fixed Interest Payment Date" means such Business Day, on which the fixed interest is in fact due and payable. This may fall on the Fixed Coupon Date or may shift to the appropriated Business Day – if the Fixed Coupon Date falls on a day which is not a Business Day – based on the application of the adjustment provision as set out in § 5[(4)][(5)][(6)] (Business Day Convention).

[In the case of [short] [long] Fixed Interest Period insert: [The [first] [last] Fixed Interest Period is [shortened] [extended]; [first Fixed Coupon Date is: [insert first Fixed Coupon Date] [last Fixed Coupon Date is: [insert last Fixed Coupon Date].]

(c) *Calculation of Fixed Interest for Partial Periods.* If fixed interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).]

[In case of Zero Coupon Notes, insert:

(1) *No Periodic Payments of Interest.* There will not be any periodic payments of interest on the Notes. The

Schuldverschreibungen. Die Emissionsrendite[n]
[beträgt][betragen] **[Emissionsrendite einfügen]**

[Im Falle von unterschiedlichen Emissionsrenditen für einzelne Zinsenlaufperioden, relevante Bestimmungen (einschließlich Ersatzregelungen) hier einfügen]

[Fortsetzung allgemeine Bestimmungen für Verzinsung:

[(•)] Zinsenlauf und Verzugszinsen. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst und kein Erweiterter Fälligkeitstag bekanntgegeben wurde, sind die Schuldverschreibungen bezogen auf ihren [Nennbetrag] [Rückzahlungsbetrag] vom Tag der Fälligkeit an (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Zinssatzes für Verzugszinsen⁴⁰ zu verzinsen.

[(•)] Zinsentagequotient. "Zinsentagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[Im Fall, dass Actual/Actual (ICMA Regelung 251) anwendbar ist, einfügen:

Der Zinsberechnungszeitraum wird auf folgender Basis berechnet:

- (a) Wenn der Zinsberechnungszeitraum kürzer ist als die Feststellungsperiode (wie nachstehend definiert), in die der Zinsberechnungszeitraum fällt, oder falls er ihr entspricht (einschließlich im Falle eines kurzen Kupons), ist der Zinsberechnungszeitraum die Anzahl von Tagen in dem betreffenden Zinsberechnungszeitraum, geteilt durch [das Produkt aus (1)] der Anzahl der Tage in der Feststellungsperiode, in die der Zinsberechnungszeitraum fällt [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden]; und
- (b) wenn der Zinsberechnungszeitraum länger ist als eine Feststellungsperiode (langer Kupon), ist der Zinsberechnungszeitraum die Summe aus:
 - (i) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt

Amortisation Yield[s] [is][are] **[insert Amortisation Yield]**

[In the case of different Amortisation Yields for individual Interest Periods, set forth applicable provisions (including fallback provisions) herein]

[Continuation of general terms and conditions for interest:

[(•)] Accrual of Interest and Default Interest. If the Issuer shall fail to redeem the Notes when due and no Extended Maturity was announced, interest shall accrue on the [principal amount][redemption amount] of the Notes from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law.¹

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

[If Actual/Actual (ICMA Rule 251) is applicable, insert:

The Calculation Period will be calculated on the following basis:

- (a) if the Calculation Period is equal to or shorter than the Determination Period (as defined below) during which it falls (including in the case of short coupons), the Calculation Period will be the number of days in the Calculation Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and
- (b) if the Calculation Period is longer than one Determination Period (long coupon), the Calculation Period will be the sum of:
 - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by [the product of (1)] the number of days in

⁴⁰ Der gesetzliche Verzugszinssatz beträgt gemäß §§ 288 Absatz 1, 247 Bürgerliche Gesetzbuchs ("BGB") für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank halbjährlich veröffentlichten Basiszinssatz.

According to paragraphs 288(1) and 247 of the German Civil Code (Bürgerliches Gesetzbuch) ("BGB"), the default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank semi-annually.

durch [das Produkt aus (1) der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in ein Kalenderjahr fallen]; und

- (ii) der Anzahl der Tagen in dem Zinsenberechnungszeitraum, die in die nächste Feststellungsperiode fallen, geteilt durch [das Produkt aus (1) der] Anzahl der Tage in dieser Feststellungsperiode [und (2) der Anzahl der Feststellungsperioden, welche normalerweise in einem Kalenderjahr enden].]

Wobei:

"Feststellungsperiode" bezeichnet den Zeitraum ab und einschließlich [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] in einem Jahr bis, aber ausgenommen, zum nächsten [Tag(e) und Monat(e) einfügen, an denen normalerweise Zinsen gezahlt werden (wenn mehr als einer, dann alternativ diese Daten)] (Actual/Actual (ICMA Regelung 251)).]

[Im Fall von Actual/Actual (ISDA) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsenberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsenberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (a) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsenberechnungszeitraumes dividiert durch 366 und (b) die tatsächliche Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsenberechnungszeitraumes dividiert durch 365) (Actual/Actual (ISDA)).]

[Im Fall von Actual/365 (Fixed) einfügen:]

die tatsächliche Anzahl von Tagen im Zinsenberechnungszeitraum dividiert durch 365 (Actual/365 (Fixed)).]

[Im Fall von Actual/360 einfügen:]

die tatsächliche Anzahl von Tagen im Zinsenberechnungszeitraum dividiert durch 360 (Actual/360).]

[Im Fall von 30/360 oder Bond Basis einfügen:]

die Anzahl von Tagen im Zinsenberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (i) der letzte Tag des Zinsenberechnungszeitraums fällt auf den 31. Tag eines Monates, während der erste Tag des Zinsenberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht

such Determination Period [and (2) the number of Determination Periods normally ending in any year]; and

- (ii) the number of days in such Calculation Period falling in the next Determination Period divided by [the product of (1)] the number of days in such Determination Period [and (2) the number of Determination Periods normally ending in any year].]

Where:

"Determination Period" means the period from and including [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] in any year to but excluding the next [insert day(s) and month(s) on which interest is normally paid (if more than one, then such dates in the alternative)] (Actual/Actual (ICMA Rule 251)).]

[If Actual/Actual (ISDA), insert:]

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

[If Actual/365 (Fixed), insert:]

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

[If Actual/360, insert:]

the actual number of days in the Calculation Period divided by 360 (Actual/360).]

[If 30/360 or Bond Basis, insert:]

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is

als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (ii) der letzte Tag des Zinsenberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist) **(30/360 oder Bond Basis).**]

[Im Fall von 30E/360 oder Eurobond Basis einfügen:

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

[Im Fall von 360/360 einfügen:

die Anzahl von Tagen im Zinsenberechnungszeitraum dividiert durch 360, berechnet auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen. **(360/360).**]

§ 5 ZAHLUNGEN

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

(1) [(a)] *Zahlungen von Kapital.* Die Zahlungen von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Schuldverschreibungen erfolgen [nach Maßgabe des nachstehenden Absatzes (2)] [an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems] [gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden [Globalurkunde][Sammelurkunde] bei der bezeichneten Geschäftsstelle der Emissionsstelle.]

[Im Fall von Schuldverschreibungen, die keine Nullkupon-Schuldverschreibungen sind, einfügen:

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf Schuldverschreibungen erfolgt [nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] zur Gutschrift auf den Konten der jeweiligen Kontoinhaber [des Clearing Systems].

[Im Fall von Zinsenzahlungen auf eine vorläufige Globalurkunde, einfügen: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige

the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month) **(30/360 or Bond Basis).**]

[If 30E/360 or Eurobond Basis, insert:

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

[If 360/360, insert:

the number of days in the Calculation Period divided by 360, calculated on the basis of a year of 360 days with twelve 30-day months. **(360/360).**]

§ 5 PAYMENTS

[In the case of an issue where the Notes are not kept in custody by SIX SIS AG, insert:

(1) [(a)] *Payment of Principal.* Payment of principal, and any additional amounts, in respect of the Notes shall be made[, subject to subparagraph (2) below,] to [the Clearing System or to its order] [the Paying Agent] [the depository bank] for credit to the accounts of the relevant account holders [of the Clearing System] [upon presentation and (except in the case of partial payment) surrender of the [Global Note] [Global Certificate] representing the Notes at the time of payment at the specified office of the Fiscal Agent.]

[In the case of Notes other than Zero Coupon Notes, insert:

(b) *Payment of Interest.* Payment of interest on the Notes and any additional amounts shall be made[, subject to subparagraph (2), to the Clearing System or to its order] [Paying Agent] [depository bank] for credit to the relevant account holders [of the Clearing System].

[In the case of interest payable on a Temporary Global Note, insert: Payment of interest on Notes represented by the Temporary Global Note shall be

Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 2 Absatz (2)(b).]

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die Währung des Staates der Festgelegten Währung ist.

[Im Fall von Schuldverschreibungen, die nicht auf Euro oder Renminbi lauten, einfügen:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der Festgelegten Währung oder der Nachfolge-Währung.]

[(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an [das Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank] von ihrer Zahlungspflicht befreit.]

[(3)][(4)] *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstagenkonvention gemäß Absatz ([5])[6]). Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der

made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 2(2)(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 freely negotiable and convertible currency which on the respective due date is the currency of the country of the Specified Currency.

[In the case of Notes not denominated in Euro and not denominated in Renminbi, insert:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

[(3) *Discharge.* The Issuer shall be discharged by payment to [, or to the order of, the Clearing System] [the Paying Agent] [the depository bank].]

[(3)][(4)] *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph ([5])[6]). The Holder shall not be entitled to payment until the next such day in the relevant place. Irrespective of the provisions regarding the Interest Period, the Holder

Gläubiger ist – unbeschadet der Bestimmungen betreffend die Zinsenlaufperiode - nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[Anderen Zahltag einfügen: Zahltag ist **[definiere Zahltag]**

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] ***[falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen:*** [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind][und Geschäftsbanken und Devisenmärkte in **[sämtliche relevanten Finanzzentren einfügen]** Zahlungen abwickeln].]

[Im Fall, dass die Festgelegte Währung Renminbi ist, einfügen:

[(4)][(5)] Zahlung des Gegenwerts in U.S.-Dollar. Für den Fall, dass die Emittentin ungeachtet des Vorstehenden aufgrund von Nichtkonvertierbarkeit, Nichttransferierbarkeit oder Illiquidität nicht in der Lage ist, unter den Schuldverschreibungen fällige Kapitalbeträge oder Zinsen (ganz oder teilweise) in Renminbi zu zahlen, wird die Emittentin nach Versendung einer unwiderruflichen Mitteilung frühestens 30 Kalendertage und spätestens 5 Kalendertage vor dem Tag, an dem die Zahlung an die Gläubiger fällig wird, eine solche Zahlung am Fälligkeitstag (ganz oder teilweise) in U.S.-Dollar in dem Gegenwert in U.S.-Dollar zu dem auf Renminbi lautenden Betrag tätigen. Sofern die Emittentin Zahlungen von Kapital- oder Zinsbeträgen teilweise in Renminbi und teilweise in U.S.-Dollar zu tätigen hat, wird sie die Zahlungen an jeden Anteilhaber soweit wie möglich im gleichen anteiligen Verhältnis zwischen Renminbi und U.S.-Dollar gemäß den jeweils geltenden Vorschriften des Clearing Systems tätigen.

Für die Zwecke dieser Bedingungen steht der Begriff "Gegenwert in U.S.-Dollar" für den auf der Grundlage des an dem betreffenden Festlegungstag geltenden Kassakurses in U.S.-Dollar konvertierten Renminbi-Betrag.

Zu diesem Zweck:

ist die "Berechnungsstelle" die **[Berechnungsstelle einfügen]**;

steht "Renminbi" oder "CNY" für die gesetzmäßige Währung der VRC;

ist ein "Renminbi-Händler" ein unabhängiger, international renommierter, am Renminbi-Devisenmarkt in Hongkong tätiger

shall not be entitled to further interest or other payment in respect of such delay.

[Insert other Payment Business Day: Payment Business Day is **[define Payment Business Day]**

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] ***[if the Specified Currency is EUR or if TARGET is needed for other reasons insert:*** [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational][and] [commercial banks and foreign exchange markets settle payments in **[insert all relevant financial centres].]**

[In case the Specified Currency is Renminbi, insert:

[(4)][(5)] Payment of U.S. Dollar Equivalent. Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest (in whole or in part) in respect of the Notes when due in Renminbi, the Issuer shall, by sending an irrevocable notice not less than five or more than 30 calendar days prior to the due date for payment to the Holders, settle any such payment (in whole or in part) in U.S. Dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount. In case the Issuer needs to satisfy payments of principal or interest in part in Renminbi and in part in U.S. Dollars, it shall to the extent possible make payment to each Holder in the same pro rata amount of Renminbi and U.S. Dollar in accordance with the rules of the Clearing System from time to time.

For the purposes of these Conditions, "U.S. Dollar Equivalent" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date.

For this purpose

"Calculation Agent" means **[insert Calculation Agent]**;

"Renminbi" or "CNY" means the lawful currency of the PRC;

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

Devisenhändler;

ist ein "Geschäftstag zu Festlegungszwecken" ein Tag (außer Samstag und Sonntag), an dem die Geschäftsbanken in Hongkong, Peking, London, TARGET und New York City für den üblichen Geschäftsbetrieb (einschließlich Devisengeschäfte) geöffnet sind;

ist ein "Festlegungstag" der Tag, der zwei Geschäftstage zu Festlegungszwecken vor dem Tag liegt, an dem Zahlungen des betreffenden Betrags gemäß diesen Bedingungen fällig sind;

ist eine "Regierungsbehörde" jede faktische bzw. laut Gesetz bestehende Regierungsstelle (oder öffentliche Institution oder eine Unterabteilung davon), jedes Gericht, Tribunal, jede Verwaltungs- oder Regierungsbehörde oder sonstige (öffentlich-rechtliche oder zivilrechtliche) juristische Person, die mit der Regulierung der Finanzmärkte (einschließlich der Zentralbank) in der VRC und Hongkong betraut ist;

steht "Hongkong" für die Sonderverwaltungsregion Hongkong der VRC;

bezeichnet "Illiquidität" einen Zustand, der eintritt, wenn der allgemeine Devisenmarkt für Renminbi in Hongkong nicht mehr ausreichend liquide ist, und sich die Emittentin aus diesem Grund nicht genügend Renminbi zur Erfüllung ihrer Verpflichtung zur (vollständigen oder teilweisen) Zahlung von Kapitalbeträgen oder Zinsen unter den Schuldverschreibungen beschaffen kann, wobei die Emittentin dies nach Treu und Glauben, in einer nach wirtschaftlichen Gesichtspunkten angemessenen Weise, sowie (wenn möglich) nach Rücksprache mit zwei Renminbi-Händlern feststellt;

bezeichnet "Nichtkonvertierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, einen im Zusammenhang mit den Schuldverschreibungen fälligen Betrag auf dem allgemeinen Devisenmarkt für Renminbi in Hongkong zu konvertieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

bezeichnet "Nichttransferierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, Renminbi zwischen Konten innerhalb von Hongkong oder von einem Konto in Hongkong auf ein Konto außerhalb von Hongkong

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, Beijing, London, TARGET and in New York City;

"Determination Date" means the day which is two Determination Business Days before the due date for any payment of the relevant amount under these Conditions;

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the PRC and Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation);

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside the PRC or from an

und außerhalb der VRC, oder von einem Konto außerhalb von Hongkong und außerhalb der VRC auf ein Konto in Hongkong zu transferieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem **[Emissionstag einfügen]** erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, in Österreich geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

steht "VRC" für die Volksrepublik China, wobei für die Zwecke dieser Bedingungen Hongkong, die Sonderverwaltungsregion Macau der Volksrepublik China und Taiwan als ausgenommen gelten; und

meint "**Kassakurs**" das arithmetische Mittel zwischen Geld- und Briefkurs zwischen U.S.-Dollar und Renminbi für den Kauf von U.S.-Dollar mit Renminbi auf dem außerbörslichen Renminbi Devisenmarkt in Hongkong mit Abwicklung nach zwei Geschäftstagen zu Festlegungszwecken zu dem von der Berechnungsstelle am Festlegungstag um ca. 11.00 Uhr (Hongkong Zeit), unter der Annahme einer tatsächlichen Abwicklung, unter Heranziehung der auf der Bildschirmseite TRADCNY3 von Reuters unter der Spalte "USD/CNH" festgelegten Kurse, oder, sofern solche Kurse nicht zur Verfügung stehen, unter der Annahme eines synthetischen Geschäfts, unter Heranziehung der Bildschirmseite TRADNDF von Reuters, oder der jeweiligen Nachfolgeseiten. Sofern keiner dieser Kurse verfügbar ist, wird die Berechnungsstelle den Kassakurs um ca. 11.00 Uhr (Hongkong Zeit) am Festlegungstag als aktuellsten verfügbaren offiziellen U.S.-Dollar/CNY Kurs für Abwicklungen in zwei Geschäftstagen zu Festlegungszwecken, wie vom staatlichen Devisenamt der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) veröffentlicht, der auf der Bildschirmseite CNY=SAEC von Reuters veröffentlicht wird, bestimmen. Verweise auf Bildschirmseiten von Reuters beziehen sich auf von Reuters so bezeichnete Monitor Money Rates Service Seiten (oder einen an dessen Stelle tretenden Dienst) oder auf andere Seiten, die diese Seiten zum Zwecke der Darstellung eines vergleichbaren Devisenwechselkurses gegebenenfalls ersetzen.

Sämtliche Mitteilungen, Stellungnahmen, Festlegungen, Bescheinigungen, Berechnungen, Quotierungen oder Entscheidungen, die von der Berechnungsstelle zum Zwecke der Bestimmungen dieses § 5 (5) gemacht oder getroffen werden oder von dieser eingeholt werden, sind (sofern kein offensichtlicher Irrtum vorliegt) für die Emittentin, die beauftragten Stellen sowie für alle Gläubiger

account outside Hong Kong and outside the PRC to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after **[insert Issue Date]** and it is impossible for the Issuer, due to an event beyond its control or any other applicable laws in Austria, to comply with such law, rule or regulation);

"PRC" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan; and

"**Spot Rate**" means the arithmetic mean of the offer and the bid US Dollar/CNY spot exchange rate for the purchase of US Dollars with CNY in the over-the-counter CNY exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3 under the column "USD/CNH", or if no such rates are available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF, or the respective successor pages. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available US Dollar/CNY official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the People's Republic of China, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 5(5) by the Calculation Agent, will (in the absence of a manifest error) be binding on the Issuer, the Agents and all Holders.]

bindend.]

[[(4)] [(5)] [(6)]] *Geschäftstage-Konvention*. Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

[bei Anwendung der folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

[bei Anwendung der modifizierten folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag.]

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

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(1) (a) *Zahlungen von Kapital*. Die Zahlung von Kapital und etwaiger zusätzlicher Beträge in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und (außer im Fall von Teilzahlungen) Einreichung der die Schuldverschreibungen zum Zeitpunkt der Zahlung verbriefenden Globalurkunde bei der bezeichneten Geschäftsstelle der Schweizer Hauptzahlstelle.

(b) *Zahlungen von Zinsen*. Die Zahlung von Zinsen und etwaiger zusätzlicher Beträge auf die Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an die Schweizer Hauptzahlstelle oder deren Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

[[(4)] [(5)] [(6)]] *Business Day Convention*. If the date for payment of any amount in respect of any Note would fall on a day which is not a Business Day, it shall be

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

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

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

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

[In the case of an issue where the Notes are kept in custody by SIX SIS AG insert:

(1) (a) *Payment of Principal*. Payment of principal and any additional amounts in respect of the Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and (except in the case of partial payment) surrender of the Global Note representing the Notes at the time of payment at the specified office of the Swiss Principal Paying Agent.

(b) *Payment of Interest*. Payment of interest on the Notes and any additional amounts shall be made, subject to subparagraph (2), to the Swiss Principal Paying Agent or to its order for credit to the relevant account holders of the Clearing System.

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der frei handelbaren und konvertierbaren Währung, die am entsprechenden Fälligkeitstag die gesetzliche Währung der Schweizerischen Eidgenossenschaft ist.

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die Festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des Anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, weitere Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "Anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

(3) *Erfüllung.* Die Emittentin wird durch rechtzeitige Leistung der fälligen Zahlung in [Währung einfügen] in [Sitz der Schweizer Hauptzahlstelle einfügen] an die Schweizer Hauptzahlstelle oder deren Order wie in diesen Bedingungen und den Endgültigen Bedingungen vorgesehen von ihrer Zahlungspflicht befreit.

(4) *Zahltage.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann richtet sich deren Zahlbarkeit und tatsächlicher Zahltag nach der jeweils zur Anwendung kommenden Geschäftstage-Konvention gemäß Absatz [(5)][(6)]. Der Gläubiger hat keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

[Anderen Zahltag einfügen: Zahltage sind [definiere Zahltage]]

(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 freely negotiable and convertible currency which on the respective due date is the legal currency of the Swiss Confederation.

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to further interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

(3) *Discharge.* The Issuer shall be discharged by due and punctual payment of the funds in [insert currency] in [insert location of Swiss Principal Paying Agent] to, or to the order of, the Swiss Principal Paying Agent in the manner provided by these Conditions and the Final Terms.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day, then the payability and actual payment date depend on the Business Day Convention as applicable according to subparagraph [(5)][(6)]. The Holder shall not be entitled to payment until the next such day in the relevant place. The Holder shall not be entitled to further interest or other payment in respect of such delay.

[Insert other Payment Business Day: Payment Business Day is [define Payment Business Day]]

[Geschäftstag im Sinne dieses § 5 bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] betriebsbereit [ist] [sind][und Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln].]

[Business Day in this § 5 means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans European Automated Real time Gross settlement Express Transfer System (TARGET2) ("TARGET")] [is][are] operational][and] [commercial banks and foreign exchange markets settle payments in [insert all relevant financial centres].]

[(5)][(6)] *Geschäftstage-Konvention.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, dann wird er

[(5)][(6)] *Business Day Convention.* If the date for payment of any amount in respect of any Note would fall on a day which is not a Business Day, it shall be

[bei Anwendung der folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

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

[bei Anwendung der modifizierten folgender Geschäftstage-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinsenzahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

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

[bei Anwendung der vorhergegangener Geschäftstage-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

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

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

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

§ 6 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem [Endgültigen Rückzahlungsbetrag] [Endgültigen Rückzahlungskurs] am **[im Fall eines festgelegten Rückzahlungstages, Rückzahlungstag einfügen] [im Fall eines Rückzahlungsmonats einfügen: in den [Rückzahlungsmonat und Rückzahlungsjahr einfügen] fallenden [Variablen] Zinsenzahlungstag (der "Rückzahlungstag") zurückgezahlt.**

§ 6 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their [Final Redemption Amount] [Final Redemption Rate] on **[in case of a specified Maturity Date insert such Maturity Date] [in case of a Redemption Month insert: the [Floating] Interest Payment Date falling in [insert Redemption Month and Redemption Year]] (the "Maturity Date").**

(2) [Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs]:

[Im Fall der Rückzahlung bei Endfälligkeit zum Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.]

[Im Fall der Rückzahlung bei Endfälligkeit zu einem anderen Betrag als dem Nennbetrag einfügen:]

Der Endgültige Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung beträgt [Währung einfügen] [Betrag größer gleich dem Nennbetrag einfügen] je Schuldverschreibung.]

[Im Fall der Rückzahlung bei Endfälligkeit zu einem Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Schuldverschreibung beträgt [Prozentsatz größer gleich 100% einfügen] % (Prozent) vom Nennbetrag der Schuldverschreibungen.]

[Im Fall der Rückzahlung bei Endfälligkeit zu einem entsprechend der positiven Entwicklung des HVPI gebildeten Prozentsatz vom Nennbetrag einfügen:]

Der Endgültige Rückzahlungskurs in Bezug auf jede Schuldverschreibung ausgedrückt in % (Prozent vom Nennbetrag) errechnet sich wie folgt:

$100 + \text{Max} \{ \{ (\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1) \} * 100 \} [* \text{Faktor}] [+] [-] [\text{Zuschlag}] [\text{Abschlag}] \}; 0$

"HVPI(t)" bezeichnet den Stand des HVPI, wie er in Bezug auf [Bezugszeitraum (t) einfügen] veröffentlicht wird.

"HVPI(t-1)" bezeichnet den Stand des HVPI, der in Bezug auf [Bezugszeitraum (t-1) einfügen] veröffentlicht wird.

["Abschlag" bedeutet eine definierte [negative] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Zuschlag" bedeutet eine definierte [positive] [Zahl][Anzahl von Prozentpunkten] und wurde mit [●] festgelegt.]

["Faktor" bedeutet eine definierte Zahl (Multiplikator des Inflationszinssatzes) und wurde mit [●] festgelegt.]

"HVPI" oder "Index" ist der unrevidierte Harmonisierte Verbraucherpreisindex (ohne Tabak) für die Euro-Zone (wie nachstehend definiert), der monatlich vom Statistischen Amt der Europäischen

(2) [Final Redemption Amount][Final Redemption Rate]:

[If the Notes are redeemed on the Maturity Date at their principal amount insert:]

The Final Redemption Amount in respect of each Note shall be equal to its principal amount.]

[If the Notes are redeemed on the Maturity Date at an amount other than the principal amount insert:]

The Final Redemption Amount in respect of each Note shall be [insert currency] [insert amount greater than or equal to the principal amount] for each Note.]

[If the Notes are redeemed on the Maturity Date at a percentage of their principal amount insert:]

The Final Redemption Rate in respect of each Note shall be [insert percentage greater than or equal to 100 per cent] per cent of its principal amount.]

[If the Notes are redeemed on the Maturity Date at a percentage of their principal amount corresponding to the positive performance of the HICP, insert:]

The Final Redemption Rate in respect of each Note expressed in per cent (per cent of its principal amount) shall be calculated as follows:

$100 + \text{Max} \{ \{ (\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1) \} * 100 \} [* \text{Factor}] [+] [-] [\text{Surcharge}] [\text{Reduction}] \}; 0$

"HICP(t)" means the level of the HICP that is published by reference to the [insert reference period(t)].

"HICP(t-1)" means the level of the HICP that is published by reference to the [insert reference period(t-1)].

["Reduction" means a defined [negative] [number][number of percentage points] and has been determined as [●].]

["Surcharge" means a defined [positive] [number][number of percentage points] and has been determined as [●].]

["Factor" means a defined number (a multiplier of the Inflation Rate) and has been determined as [●].]

"HICP" or "Index" is the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro-Zone (as defined below), which is calculated on a monthly basis by the statistical office of the

Gemeinschaft (nachfolgend "EUROSTAT" oder "Indexsponsor" genannt) berechnet wird, und welcher auf der Bildschirmseite am Rückzahlungsfestlegungstag veröffentlicht wird.

Falls die Bildschirmseite nicht länger existiert und keine offizielle Nachfolgeseite bekannt gegeben wird, wird die Berechnungsstelle eine alternative Referenz für den Index festlegen.

Im Fall einer Änderung eines veröffentlichten Indexstandes, der nach mehr als 24 Stunden nach der ersten Veröffentlichung erfolgt, soll in jedem Fall der zunächst ursprünglich veröffentlichte Indexstand zur Berechnung maßgeblich sein.

Wird der Index nicht mehr vom Indexsponsor, sondern von einer anderen Person, Gesellschaft oder Institution, die die Berechnungsstelle für geeignet hält (der "Nachfolgesponsor") berechnet und veröffentlicht, so wird der anwendbare Zinssatz auf der Grundlage des vom Nachfolgesponsor berechneten und veröffentlichten Index berechnet. Jede hier enthaltene Bezugnahme auf den Indexsponsor gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgesponsor.

Wird der Index zu irgendeiner Zeit aufgehoben und/oder durch einen anderen Index ersetzt, legt die Berechnungsstelle nach billigem Ermessen fest, welcher Index künftig für die Berechnung des anwendbaren Endgültigen Rückzahlungskurses zugrunde zu legen ist (der "Nachfolgeindex"). Der Nachfolgeindex sowie der Zeitpunkt seiner erstmaligen Anwendung werden so bald wie möglich jedoch keinesfalls später als am Rückzahlungsfestlegungstag bekannt gemacht. Jede hier enthaltene Bezugnahme auf den Index gilt, sofern es der Zusammenhang erlaubt, als Bezugnahme auf den Nachfolgeindex.

Ist nach Ansicht der Berechnungsstelle (i) die Festlegung eines Nachfolgeindex aus welchen Gründen auch immer nicht möglich, oder (ii) nimmt der Indexsponsor eine wesentliche Veränderung hinsichtlich der Berechnungsmethode zur Bestimmung des Index vor oder verändert der Indexsponsor den Index auf irgendeine andere Weise wesentlich, wird die Berechnungsstelle die Weiterrechnung und Veröffentlichung des Indexstandes unter Berücksichtigung des Grundsatzes von Treu und Glauben und in wirtschaftlich vernünftiger Art und Weise durchführen.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und dem Amsterdamer Vertrag vom 2.

European Union (the "EUROSTAT" or the "Index Sponsor") and published on the Screen Page on the Redemption Determination Date.

If the Screen Page ceases to exist and no official successor page is announced, the Calculation Agent will determine other reference with respect to the Index.

In case of any amendment of the published index level 24 hours after the first publication, the index level published first shall, in any case, be applicable to the calculation.

If the Index is not calculated and published by the Index Sponsor anymore but by another person, corporation or institution, which the Calculation Agent considers suitable (the "Successor Sponsor"), the applicable Final Redemption Rate shall be calculated on the basis of the Index calculated and published by the Successor Sponsor. Any reference to Index Sponsor contained herein, shall, in this context, be deemed to refer to the Successor Sponsor.

If at any time the Index is cancelled and/or replaced by any other index, the Calculation Agent shall, in the reasonable discretion, determine the Index which the following calculation of the applicable Final Redemption Rate will be based on (the "Successor Index"). The Successor Index and the time of its first application will be announced as soon as possible but not later than on the Redemption Determination Date. Any reference to the Index contained herein, shall, in this context, be deemed to refer to the Successor Index.

If according to the Calculation Agent's opinion (i) the determination of the Successor Index is, for whatever reason, not possible, or (ii) the Index Sponsor significantly changes the method of calculating the Index or the Index Sponsor significantly changes the Index in any other way, the Calculation Agent shall make further calculations and publications of the index level acting in good faith and in a commercially reasonable manner.

"Euro-Zone" means the area of the member states of the European Union which have adopted or will adopt a single currency pursuant to the Treaty establishing the European Community (signed on 25 March 1957 in Rome), as amended by the Treaty on the European Union (signed in Maastricht on 7 February 1992) and pursuant to the Amsterdam Treaty of 2 October 1997,

Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"Rückzahlungsfestlegungstag" bezeichnet [spätestens] den [zweiten] **[zutreffende andere Zahl von Tagen einfügen]** [TARGET][,][und][**sämtliche relevante Finanzzentren einfügen**] Geschäftstag vor dem Rückzahlungstag.]

[Falls eine Vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen möglich ist einfügen:]

(3) *Vorzeitige Rückzahlung aus steuerlichen Gründen.*

(a) Falls sich die geltende steuerliche Behandlung der Schuldverschreibungen ändert, einschließlich (aber nicht beschränkt auf) einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und –vorschriften der Republik Österreich oder deren politischen Untergliederungen oder Steuerbehörden oder einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) und falls die Emittentin aufgrund einer derartigen Änderung oder Ergänzung **[im Fall von Schuldverschreibungen, die nicht Nullkupon-Schuldverschreibungen sind, einfügen:]** am nächstfolgenden [Variablen] [Zinsenzahlungstag][Festzinsenzahlungstag] (wie in § 4 definiert) **[im Fall von Nullkupon-Schuldverschreibungen einfügen:]** bei Fälligkeit oder im Fall des Handels oder Tausches einer Schuldverschreibung] zur Zahlung von zusätzlichen Beträgen (wie in § 8 definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann, kann die Emittentin unter Einhaltung einer Mitteilungsfrist von nicht mehr als 60 Tagen und nicht weniger als 30 Tagen durch Mitteilung gemäß § 6[(4)][(5)][(6)] jederzeit die Schuldverschreibungen insgesamt, jedoch nicht teilweise, zu ihrem [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs] (wie nachstehend definiert) **[im Fall von Schuldverschreibungen, die nicht Nullkupon-Schuldverschreibungen sind, einfügen:]** zuzüglich etwaiger bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen] an dem in der Mitteilung für die Vorzeitige Rückzahlung angegebenen Tag zurückzahlen, vorausgesetzt dass die Bedingungen in § 6[(8)][(9)][(10)] erfüllt sind.

(b) Eine solche Vorzeitige Rückzahlung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die

as amended from time to time.

"Redemption Determination Date" means [at the latest] the [second] **[insert other applicable number of days]** TARGET][,][and][**insert all relevant financial centres]** Business Day] prior to the Maturity Date.]

[If the Notes are subject to Early Redemption for reasons of taxation insert:]

(3) *Early Redemption for Reasons of Taxation.*

(a) If there is a change in the applicable tax treatment of the Notes, including, but not limited to, change in, or amendment to, the laws or regulations of the Republic of Austria or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, and if the Issuer is required pursuant to any such change or amendment to pay Additional Amounts (as defined in § 8 **[in case of Notes other than Zero Coupon Notes insert:]** on the immediately succeeding [Floating] [Fixed] Interest Payment Date (as defined in § 4)) **[in case of Zero Coupon Notes insert:]** at maturity or upon the sale or exchange of any Note], and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Issuer may, upon giving not more than 60 days' and not than 30 days' prior notice in accordance with § 6[(4)][(5)][(6)], at any time redeem the Notes in whole, but not in part, at their [Early Redemption Amount] [Early Redemption Rate] (as defined below) **[in case of Notes other than Zero Coupon Notes insert:]** together with interest (if any) accrued to the date fixed for redemption (but excluding)] on the date fixed for Early Redemption specified in the notice, provided that the conditions laid down in § 6[(8)][(9)][(10)] are met.

(b) However, such Early Redemption may not occur (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such

Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. **[Im Fall von variabel verzinslichen Schuldverschreibungen einfügen:** Der für die Vorzeitige Rückzahlung festgelegte Termin muss ein [Variabler] [Kupontermin] [Festkupontermin] [Variabler] [Zinsenzahlungstag] [Festzinsenzahlungstag] sein.]

(c) Die Erklärung einer Vorzeitigen Rückzahlung hat gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) zu erfolgen. Sie ist unwiderruflich und muss den für die Rückzahlung festgelegten Termin und den Vorzeitigen Rückzahlungsbetrag[kurs] nennen.]

[Im Fall, dass die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen einfügen:

[[3]] Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann die Schuldverschreibungen insgesamt oder teilweise durch eine Mitteilung gemäß § 6[(4)][(5)][(6)] mit einer Mitteilungsfrist von nicht mehr als [60] [●] [Geschäftstagen] [Tagen] und nicht weniger als [30] [●] [Geschäftstagen] [Tagen] [am][an den] Wahl-Rückzahlungstag[en] (Call) [zum Wahl-Rückzahlungsbetrag] [zu den Wahl-Rückzahlungsbeträgen] [zum Wahl-Rückzahlungskurs] [zu den Wahl-Rückzahlungskursen] (Call), wie nachstehend angegeben, nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen vorzeitig zurückzahlen vorausgesetzt, dass die Bedingungen in § 6[(8)][(9)][(10)] erfüllt sind.

(b) **[Im Fall, dass der Gläubiger ein Wahlrecht hat, die Vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen, einfügen:** Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz § 6[(5)][(6)][(7)] verlangt hat.]

(c) Wahl-Rückzahlungstag[e] (Call) [sind] [ist der] **[Wahl-Rückzahlungstag(e) (Call) einfügen]**

(d) [Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskurse] (Call) [ist] [sind] **[[Wahl-Rückzahlungsbetrag] [Wahl-Rückzahlungsbeträge] [Wahl-Rückzahlungskurs] [Wahl-Rückzahlungskurse] (Call) einfügen]** [für [den] [die] folgende[n] Wahl-Rückzahlungstag[e] **[Wahl-Rückzahlungstag(e) (Call) einfügen]**].

Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. **[In case of Floating Rate Notes insert:** The date fixed for Early Redemption must be [a [Floating] Coupon Date] [Fixed Coupon Date] [[an] [a Fixed] Interest Payment Date][a Floating Interest Payment Date].]

(c) Any such notice for Early Redemption shall be given pursuant to § 14 (Notices / [No] Stock Exchange Listing). It shall be irrevocable and must specify the date fixed for redemption and the Early Redemption [Amount][Rate].]

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

[[3]] Early Redemption at the Option of the Issuer.

(a) The Issuer may redeem the Notes in whole or in part, upon giving not more than [60][●] [Business Days'] [days'] nor less than [30][●] [Business Days'] [days'] notice in accordance with § 6[(4)][(5)][(6)], on the Call Redemption Date[s] at the [Call Redemption Amount[s]] [Call Redemption Rate[s]] set forth below together with accrued interest, if any, to (but excluding) the [respective] Call Redemption Date, provided that the conditions laid down in § 6[(8)][(9)][(10)] are met.

(b) **[If Notes are subject to Early Redemption at the Option of the Holder insert:** The Issuer is not entitled to exercise such option in respect of any Note which is subject to the prior exercise of the Holder's option to redeem such Note pursuant to § 6[(5)][(6)][(7)].]

(c) [Call Redemption Date[s]] [is] [are] **[insert Call Redemption Date[s]]**

(d) [Call Redemption Amount[s]] [Call Redemption Rate[s]] [is] [are] **[insert Call Redemption Amount[s] [[Call Redemption Rate[s]]]** [for the following Call Redemption Date[s] **[insert Call Redemption Date[s]]**].

Eine solche Rückzahlung muss [mindestens] [höchstens] in Höhe von [●]% des Nennbetrages der Schuldverschreibungen erfolgen.]

(e) *[Bei Geltung eines Mindest-Wahl-Rückzahlungsbetrages oder eines erhöhten Wahl-Rückzahlungsbetrages, einfügen: Eine solche Rückzahlung muss [in Höhe des Nennbetrages von [Betrag einfügen] [mindestens [Mindest-Wahl-Rückzahlungsbetrag einfügen]] [erhöhten Wahl-Rückzahlungsbetrag (Call) einfügen] je Schuldverschreibung erfolgen.]*

[(f)] Wenn die Schuldverschreibungen nur teilweise vorzeitig zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen **[im Fall der Verwahrung beim Clearing System einfügen: in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt.][im Fall der Verwahrung ohne Clearing System einfügen: durch Verlosung durch einen Notar bestimmt.]**

[(3)][(4)][(5)] *Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen.*

Falls sich die aufsichtsrechtliche Einstufung der Schuldverschreibungen ändert, was wahrscheinlich zur Gänze oder teilweise zu ihrem Ausschluss aus den für den Mindestbetrag an Eigenmitteln und berücksichtigungsfähigen Verbindlichkeiten (*minimum requirement for own funds and eligible liabilities – MREL*) gemäß BaSAG anrechenbaren berücksichtigungsfähigen Verbindlichkeiten auf unlimitierter und nach oben uneingeschränkter Basis führen würde oder geführt hat, kann die Emittentin die Schuldverschreibungen jederzeit durch Mitteilung gemäß § 6[(4)][(5)][(6)] mit einer Frist von höchstens [60][●] [Geschäftstagen] [Tagen] und mindestens [30][●] [Geschäftstagen] [Tagen] im Ganzen, jedoch nicht teilweise, zum [Endgültigen Rückzahlungsbetrag][Endgültigen Rückzahlungskurs] [Vorzeitigen Rückzahlungsbetrag] [Vorzeitigen Rückzahlungskurs][zusammen mit (etwaigen) bis zu dem für die Vorzeitige Rückzahlung festgelegten Tag (ausschließlich) aufgelaufenen Zinsen] an dem in der Mitteilung für die vorzeitige Rückzahlung festgelegten Tag zurückzahlen, vorausgesetzt dass die Bedingungen gemäß § 6[(8)][(9)][(10)] erfüllt sind.

[(4)][(5)][(6)] *Bekanntmachung der Vorzeitigen Rückzahlung.*

Jede Erklärung der Vorzeitigen Rückzahlung ist durch die Emittentin [gegenüber der [Schweizer] [Emissionsstelle] [Hauptzahlstelle] und] gegenüber den Gläubigern der Schuldverschreibungen gemäß § 14 (Mitteilungen / [Keine] Börsennotiz) bekannt zu geben und soll beinhalten:

Such a redemption has to be made [at least] [at most] in the amount of [●] per cent of the principal amount of the Notes.

(e) *[In case of a minimum Call Redemption Amount or an increased Call Redemption Amount insert: The Notes have to be redeemed at [their principal amount of [insert amount]] [that is at least equal to [insert minimum Call Redemption Amount][insert increased Call Redemption Amount]] per Note.]*

[(f)] If the Notes are redeemed early only in part, the Notes to be redeemed are determined **[in case the Notes are kept in custody by a Clearing System insert: according to the rules of the relevant Clearing System][in case the Notes are not kept in custody by a Clearing System insert: by lot through a notary].**

[(3)][(4)][(5)] *Early Redemption for Regulatory Reasons.*

If there is a change in the regulatory classification of the Notes that would be likely to result or has resulted in their exclusion in full or in part from liabilities eligible for the minimum requirement for own funds and eligible liabilities (MREL) pursuant to the BaSAG on an unlimited and uncapped basis, the Issuer may, upon giving not more than [60][●][Business Days] [days] nor less than [30][●][Business Days] [days] prior notice in accordance with § 6[(4)][(5)][(6)], at any time redeem the Notes in whole, but not in part, at the [Final Redemption Amount][Final Redemption Rate] [Early Redemption Amount] [Early Redemption Rate], [together with interest (if any) accrued to but excluding the date fixed for Early Redemption] on the date fixed for Early Redemption in the notice, provided that the conditions laid down in § 6[(8)][(9)][(10)] are met.

[(4)][(5)][(6)] *Notice of Early Redemption.*

Any notice of Early Redemption of the Notes shall be given by the Issuer to the [Swiss] [Principal Paying Agent] [Fiscal Agent] and] pursuant to § 14 (Notices / [No] Stock Exchange Listing) to the Holders and shall specify:

(i) die Bezeichnung der zurückzuzahlenden Serie von Schuldverschreibungen; (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall [den Gesamtnennbetrag][die Gesamtstückzahl] der zurückzuzahlenden Schuldverschreibungen; (iii) den Tag der betreffenden Vorzeitigen Rückzahlung oder – wenn anwendbar – den betreffenden [Wahl-][Vorzeitigen] Rückzahlungstag [(Call)]; und [(iv)] im Falle einer Vorzeitigen Rückzahlung gemäß [§ 6(3) (Vorzeitige Rückzahlung aus steuerlichen Gründen) und] § 6[(3)][(4)][(5)] (Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen) den Vorzeitigen Rückzahlungs[betrag][kurs] oder, wenn anwendbar – den [Wahl Rückzahlungsbetrag] [Wahl Rückzahlungskurs] (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.]	(i) the indication of the Series of Notes that is to be redeemed; (ii) a statement as to whether the Series is redeemed in whole or in part and in the latter case [the aggregate principal amount][the total number of pieces] of the Notes to be redeemed; (iii) the date of the relevant Early Redemption or, if applicable and as the case may be, the relevant [Call] [Early] Redemption Date; and] [(iv)] in case of an Early Redemption pursuant to [§ 6(3) (Early Redemption for Reasons of Taxation) and] § 6[(3)][(4)][(5)] (Early Redemption for Regulatory Reasons), the Early Redemption [Amount][Rate] at which the Notes are redeemed or if applicable – the [Call Redemption Amount][Call Redemption Rate] at which the Notes are redeemed.]

[Im Fall von Schuldverschreibungen, bei denen der Gläubiger ein Wahlrecht hat, die Vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen, einfügen:]

[(5)][(6)][(7)] *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

(a) Jeder Gläubiger von Schuldverschreibungen hat das Recht, die Vorzeitige Rückzahlung der Schuldverschreibungen insgesamt oder teilweise [am] [an den] Wahl-Rückzahlungstag[en] [zum] [zu den] Wahl-Rückzahlungsbetrag[beträgen][kurs][kursen] gemäß Absatz (d), nebst etwaigen bis zum [jeweiligen] Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen, vorausgesetzt, dass die Bedingungen gemäß § 6[(8)][(9)][(10)] erfüllt sind.

(b) Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung ihres Wahlrechts nach Absatz ([●]) dieses § 6 verlangt hat.

Die Emittentin hat eine Schuldverschreibung nach rechtswirksamer Ausübung des entsprechenden Wahlrechts durch den Gläubiger gemäß Absatz (e) [am] [an] den Wahl-Rückzahlungstag[en] [zum] [zu den] Wahl-Rückzahlungsbetrag[beträgen][kurs][kursen], wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

(c) *Wahl-Rückzahlungstag[e]:* [Wahl-Rückzahlungstag ist der **[Wahl-Rückzahlungstag einfügen]**] [Wahl-Rückzahlungstage sind **[Wahlrückzahlungstage einfügen]**]

[If Notes are subject to Early Redemption at the Option of the Holder insert:]

[(5)][(6)][(7)] Early Redemption at the Option of the Holder.

(a) Each Holder has the right to claim an Early Redemption of the Notes in whole or in part on the Optional Early Redemption Date[s] at the Optional Early Redemption [Amount[s]][Rate[s]] pursuant to sub-paragraph (d), together with any interest accrued until the [relevant] Optional Early Redemption Date (excluding), provided that the conditions laid down in § 6[(8)][(9)][(10)] are met.

(b) The Holder is not entitled to exercise such option in respect of any Note which is subject to the prior exercise of the Issuer's option to redeem such Note pursuant to subparagraph ([●]) of this § 6.

After a legally effective exercise of the relevant option by the Holder pursuant to sub-paragraph (e), the Issuer has to redeem the Notes on the Optional Early Redemption Date[s] at the Optional Early Redemption [Amount[s]][Rate[s]], as described below, together with any interest accrued until the Optional Early Redemption Date (excluding).

(c) *Optional Early Redemption Date[s]:* Optional Early Redemption Date[s] [is][are] **[insert Optional Early Redemption Date[s]]**

(d) *Wahl-Rückzahlungs[betrag][kurs]:* [Wahl-Rückzahlungs-[betrag][kurs] am **[Wahl-Rückzahlungstag einfügen]** ist **[Wahl-Rückzahlungs[betrag][kurs] einfügen]**]. [Wahl-Rückzahlungs[beträge][kurse] sind wie folgt: [am **[Wahl-Rückzahlungstage einfügen]** **[Wahlrückzahlungs[beträge][kurse] einfügen]**]

(e) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als **[Mindestmitteilungsfrist von mindestens 5 Geschäftstagen einfügen]** Tage und nicht mehr als **[Höchstmitteilungsfrist einfügen]** Tage vor dem Wahl-Rückzahlungstag, an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle der [Emissionsstelle] [Schweizer][Hauptzahlstelle] eine schriftliche Mitteilung zur Vorzeitigen Rückzahlung ("Ausübungserklärung") zu schicken. Falls die Ausübungserklärung am letzten Tag der Kündigungsfrist vor dem Wahl-Rückzahlungstag nach 17:00 Uhr Wiener Zeit eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) [den [gesamten] Nennbetrag] [die [gesamte] Stückzahl] der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen der [Emissionsstelle] [Schweizer][Hauptzahlstelle] und der Zahlstelle[n] in deutscher und englischer Sprache erhältlich ist, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[Falls Schuldverschreibungen keiner Vorzeitigen Rückzahlung nach Wahl des Gläubigers unterliegen, einfügen]

[(5)][(6)][(7)] *Keine vorzeitige Rückzahlung nach Wahl des Gläubigers.* Die Gläubiger haben kein Recht, die vorzeitige Rückzahlung der Schuldverschreibungen zu verlangen.]

[Im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen einfügen:]

[(6)][(7)][(8)] *Vorzeitiger Rückzahlungs[betrag][kurs].*

Für die Zwecke von [§ 1 (Definitionen),] [§ 6(3) (Vorzeitige Rückzahlung aus steuerlichen Gründen) und] § 6[(3)][(4)][(5)] (Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen), entspricht der Vorzeitige Rückzahlungs[betrag][kurs] einer Schuldverschreibung [dem Endgültigen

(d) *Optional Early Redemption [Amount][Rate]:* [Optional Early Redemption [Amount][Rate] on **[insert Optional Early Redemption Date]** is **[insert Optional Early Redemption [Amount][Rate]]**]. [Optional Early Redemption [Amounts][Rates] are as follows: [on **[insert Optional early Redemption Dates]**][**[insert Optional Early Redemption [Amounts][Rates]]**]

(e) To exercise this option, the Holder has to notify the [Fiscal Agent][Swiss][Principal Paying Agent] about the exercise of the option by way of written notification ("Exercise Notification") not less than **[insert minimum notification period of at least 5 Business Days]** and not more than **[insert maximum notification period]** days after the day on which the redemption shall occur according to the Exercise Notification. If the Exercise Notification is received on the last day of the notice period before the Optional Early Redemption Date after 5:00 p.m. Vienna time, the exercise of the option is not effective. The Exercise Notification has to specify: (i) [the aggregate principal amount][the total number of pieces] of the Notes regarding which the option is exercised [and][,] (ii) the security identification numbers of such Notes (if assigned). The form in the German or the English language available at the offices of the [Fiscal Agent][Swiss][Principal Paying Agent] and the Paying Agent[s] may be used for the purpose of the Exercise Notification. The exercise of the option is irrevocable. The Notes regarding which the option was exercised, will only be redeemed against delivery of the relevant Notes to the Issuer or its order.]

[If Notes are not subject to Early Redemption at the Option of the Holder insert:]

[(5)][(6)][(7)] *No early Redemption at the Option of a Holder.* The Holders do not have a right to demand the early redemption of the Notes.]

[In case of Notes other than Zero Coupon Notes insert:]

[(6)][(7)][(8)] *Early Redemption [Amount][Rate].*

(a) For the purpose of [§ 1 (Definitions),] [§ 6(3) (Early Redemption for Reasons of Taxation) and] § 6[(3)][(4)][(5)] (Early Redemption for Regulatory Reasons) the Early Redemption [Amount][Rate] of a Note is equal to [the Final Redemption [Amount][Rate] pursuant to this § 6(2)][**insert other**

Rückzahlungs[betrag][kurs] gemäß Absatz (2) dieses § 6. **[anderen Betrag/Kurs einfügen].]**

[Im Fall von Nullkupon-Schuldverschreibungen einfügen:

[(6)][(7)][(8)] Vorzeitiger Rückzahlungs[betrag][kurs].

(a) Für die Zwecke des [§ 6(3) (Vorzeitige Rückzahlung aus steuerlichen Gründen) und] § 6[(3)][(4)][(5)] (Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen) dieser Bedingungen, entspricht der Vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Amortisationsbetrag der Schuldverschreibung gemäß § 6[(6)][(7)][(8)].

(b) **[Im Falle der Aufzinsung:** Der Amortisationsbetrag einer Schuldverschreibung ("Amortisationsbetrag") entspricht der Summe aus:

(i) **[Referenzpreis]** (der "Referenzpreis"), und

(ii) dem **Produkt** aus der Emissionsrendite von **[Emissionsrendite einfügen]** (jährlich kapitalisiert) und dem Referenzpreis ab dem Emissionstag (einschließlich) bis zu dem vorgesehenen Rückzahlungstag (ausschließlich) oder (je nachdem) dem Tag, an dem die Schuldverschreibungen fällig und rückzahlbar werden.]

[Im Falle der Abzinsung: Der Amortisationsbetrag einer Schuldverschreibung ("Amortisationsbetrag") entspricht dem Nennbetrag einer Schuldverschreibung abgezinst mit der Emissionsrendite von **[Emissionsrendite einfügen]** ab dem Rückzahlungstag (einschließlich) bis zu dem Tilgungstermin (ausschließlich). Die Berechnung dieses Betrages erfolgt auf der Basis einer jährlichen Kapitalisierung der aufgelaufenen Zinsen.]

Wenn diese Berechnung für einen Zeitraum, der nicht vollen Kalenderjahren entspricht, durchzuführen ist, hat sie im Fall des nicht vollständigen Jahres (der "Zinsberechnungszeitraum") auf der Grundlage des Zinstagequotienten (wie in § 4 definiert) zu erfolgen.

(c) Falls die Emittentin den Vorzeitigen Rückzahlungsbetrag bei Fälligkeit nicht zahlt, wird der Amortisationsbetrag einer Schuldverschreibung wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, dass die Bezugnahmen in Unterabsatz (b)(ii) auf den für die Rückzahlung

amount/rate].]

[In case of Zero Coupon Notes insert:

[(6)][(7)][(8)] Early Redemption [Amount][Rate].

(a) For the purpose of this [§ 6(3) (Early Redemption for Reasons of Taxation) and] § 6[(3)][(4)][(5)] (Early Redemption for Regulatory Reasons) the Early Redemption Amount of a Note is equal to the Amortised Face Amount pursuant to this § 6[(6)][(7)][(8)].

(b) **[In the case of accrued interest being added:** The amortised face amount ("Amortised Face Amount") of a Note shall be an amount equal to the sum of:

(i) **[Reference Price]** (the "Reference Price"), and

(ii) the **product** of the Amortisation Yield being **[Amortisation Yield]** (compounded annually) and the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and payable].

[In the case of unaccrued interest being deducted: The amortised face amount ("Amortised Face Amount") of a Note shall be the principal amount thereof adjusted for interest from (and including) the Maturity Date to (but excluding) the date of final repayment by the Amortisation Yield, being **[insert Amortisation Yield]**. Such calculation shall be made on the assumption of an annual capitalisation of accrued interest.]

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year (the "Calculation Period") shall be made on the basis of the Day Count Fraction (as defined in § 4).

(c) If the Issuer fails to pay the Early Redemption Amount when due, the Amortised Face Amount of a Note shall be calculated as provided herein, except that references in subparagraph (b)(ii) above to the date fixed for redemption or the date on which such Note becomes due and repayable shall refer to the earlier of

vorgesehenen Rückzahlungstag oder den Tag, an dem diese Schuldverschreibungen fällig und rückzahlbar werden, durch den früheren der nachstehenden Zeitpunkte ersetzt werden: (i) der Tag, an dem die Zahlung gegen ordnungsgemäße Vorlage und Einreichung der betreffenden Schuldverschreibungen (sofern erforderlich) erfolgt, und (ii) der vierzehnte Tag, nachdem die Emissionsstelle gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) mitgeteilt hat, dass ihr die für die Rückzahlung erforderlichen Mittel zur Verfügung gestellt wurden.]

[(7)][(8)][(9)] *Rundung von Rückzahlungsbeträgen.* Rückzahlungsbeträge werden auf [Anzahl einfügen] Dezimalen nach dem Komma gerundet.

[(8)][(9)][(10)] *Bedingungen für die Vorzeitige Rückzahlung und Rückkauf.* Jede Vorzeitige Rückzahlung nach diesem § 6 und jeder Rückkauf gemäß § 13(2) setzt voraus, dass die Emittentin zuvor die Erlaubnis der Zuständigen Behörde (wie nachstehend definiert) und/oder Abwicklungsbehörde (wie nachstehend definiert) zur Vorzeitigen Rückzahlung und zum Rückkauf in Übereinstimmung mit den Artikeln 77 und 78a CRR erhalten hat, sofern und insoweit eine solche vorherige Erlaubnis zu diesem Zeitpunkt erforderlich ist.

Ungeachtet der oben stehenden Bedingungen, falls zum Zeitpunkt einer Vorzeitigen Rückzahlung oder eines Rückkaufs die für die Emittentin geltenden anwendbaren Aufsichtsvorschriften die Vorzeitige Rückzahlung oder den Rückkauf nur nach Einhaltung von einer oder mehreren alternativen oder zusätzlichen Voraussetzungen zu den oben angegebenen erlaubt ist, wird die Emittentin diese (etwaigen) anderen und/oder, falls anwendbar, zusätzlichen Voraussetzungen erfüllen.

Klarstellend wird festgehalten, dass eine Weigerung der Zuständigen Behörde und/oder der Abwicklungsbehörde, eine erforderliche Erlaubnis, Bewilligung oder andere Zustimmung zu erteilen, keinen Ausfall in irgendeiner Hinsicht darstellt.

Wobei:

"**Zuständige Behörde**" die zuständige Behörde gemäß Artikel 4(1)(40) CRR bezeichnet, die für die Beaufsichtigung der Emittentin auf Einzel- und/oder konsolidierter Basis verantwortlich ist.

(i) the date on which upon due presentation and surrender of the relevant Note (if required), payment is made, and (ii) the fourteenth day after notice has been given by the Fiscal Agent in accordance with § 14 (Notices / [No] Stock Exchange Listing) that the funds required for redemption have been provided to the Fiscal Agent.]

[(7)][(8)][(9)] *Rounding of Redemption Amounts.* Redemption Amounts are rounded to [insert number] decimals.

[(8)][(9)][(10)] *Conditions for Early Redemption and Repurchase.* Any Early Redemption pursuant to this § 6 and any repurchase pursuant to § 13(2) is subject to the Issuer having obtained the prior permission of the Competent Authority (as defined below) and/or the Resolution Authority (as defined below) for the Early Redemption or any repurchase pursuant to § 13(2) in accordance with the Articles 77 and 78a CRR, if and to the extent such prior permission is required at this time.

Notwithstanding the above conditions, if, at the time of any Early Redemption or purchase, the prevailing supervisory regulations applicable to the Issuer permit the Early Redemption or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall comply with such other and/or, as appropriate, additional pre-conditions, if any.

For the avoidance of doubt, any refusal of the Competent Authority and/or the Resolution Authority to grant any required permission, approval or other consent shall not constitute a default for any purpose.

Where:

"**Competent Authority**" means the competent authority pursuant to Article 4(1)(40) CRR which is responsible to supervise the Issuer on an individual and/or consolidated basis.

**§ 7
BEAUFTRAGTE STELLEN**

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellten Erfüllungsgehilfen (die "Beauftragten Stellen") und deren jeweilige bezeichnete Geschäftsstelle lauten wie folgt:

"Emissionsstelle":

[Deutsche Bank Aktiengesellschaft

Taunusanlage 12

60325 Frankfurt am Main

Deutschland]

[Raiffeisen Bank International AG

Am Stadtpark 9

1030 Wien

Österreich

(Österreichische Emissionsstelle)]

[andere/weitere Emissionsstelle]

"[Hauptzahlstelle][Zahlstelle]":

[Deutsche Bank Aktiengesellschaft

Taunusanlage 12

60325 Frankfurt am Main

Deutschland]

[Raiffeisen Bank International AG

Am Stadtpark 9

1030 Wien

Österreich]

[andere/weitere Hauptzahlstelle / Zahlstelle/bezeichnete Geschäftsstelle(n)]

["Schweizer [Hauptzahlstelle][Zahlstelle]":

[Schweizer Hauptzahlstelle/Zahlstelle und Adresse]].

["Berechnungsstelle":

[Die Emissionsstelle handelt auch als Berechnungsstelle.]

[Als Berechnungsstelle fungiert: **[Name und Adresse der Berechnungsstelle einfügen]]]**

[Sonstige Stellen: **[sonstige Stellen einfügen]]]**

**§ 7
AGENTS**

(1) *Appointment; Specified Offices.* The initial agents (the "Agents") and their respective specified offices are:

"Fiscal Agent":

[Deutsche Bank Aktiengesellschaft

Taunusanlage 12

60325 Frankfurt am Main

Germany]

[Raiffeisen Bank International AG

Am Stadtpark 9

1030 Vienna

Austria

(Austrian Fiscal Agent)]

[other/further Fiscal Agent]

"[Principal] Paying Agent":

[Deutsche Bank Aktiengesellschaft

Taunusanlage 12

60325 Frankfurt am Main

Germany]

[Raiffeisen Bank International AG

Am Stadtpark 9

1030 Vienna

Austria]

[other/additional [Principal] Paying Agent/specified office(s)]

["Swiss [Principal] Paying Agent":

[Insert name and address of Swiss Principal Paying Agent/Paying Agent]]

["Calculation Agent":

[The Fiscal Agent shall also act as Calculation Agent.]

[Calculation Agent is: **[Insert name and address of Calculation Agent]]]**

[Other Agents: **[insert other Agents]]]**

Die oben genannten Beauftragten Stellen behalten sich das Recht vor, jederzeit ihre jeweilige bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] durch eine andere bezeichnete [Geschäftsstelle] [Geschäftsstelle der Schweizer Hauptzahlstelle] zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung einer der oben genannten Beauftragten Stellen zu ändern oder zu beenden und eine andere Emissionsstelle/Zahlstelle oder zusätzliche oder andere Beauftragte Stellen im Einklang mit allen anwendbaren Vorschriften zu bestellen. 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 § [14] (Mitteilungen / [Keine] Börsennotiz) vorab unter Einhaltung einer Frist von 10 Tagen informiert wurden.

[(3) *Erfüllungsgehilfen der Emittentin.* Die oben genannten Beauftragten Stellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.]

[(3)][(4)] *Verbindlichkeit der Festsetzungen.* Alle Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von einer Beauftragten Stelle für die Zwecke dieser Bedingungen gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin und alle sonstigen Beauftragten Stellen/Erfüllungsgehilfen und die Gläubiger bindend.

§ 8 STEUERN

(1) *Besteuerung.* Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge werden von der Emittentin ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlichen Gebühren jedweder Art ("Steuern") geleistet, die von der Republik Österreich oder einer ihrer Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt oder Abzug gesetzlich vorgeschrieben, wird die Emittentin zusätzliche Beträge in der Höhe leisten, die notwendig ist, um zu gewährleisten, dass die von den Gläubigern unter Berücksichtigung eines solchen Einbehalts oder Abzugs erhaltenen Beträge den Beträgen entsprechen, die die Gläubiger ohne einen solchen Einbehalt oder Abzug erhalten hätten (die "**Zusätzlichen Beträge**"). Die Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch

Any Agent named above reserves the right at any time to change its respective specified [office] [Swiss Principal Paying Agent office] to some other [office] [Swiss Principal Paying Agent office].

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of any Agent named above and to appoint another Fiscal Agent/Paying Agent or additional or other Agents in accordance with all applicable regulations. 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 10 days' prior notice thereof shall have been given to the Holders in accordance with § [14] (Notices / [No] Stock Exchange Listing).

[(3) *Agents of the Issuer.* The Agents named above act solely as agent of the Issuer and do not have any obligations towards or relationship of agency or trust to any Holder.]

[(3)][(4)] *Determinations Binding.* All determinations, calculations, quotations and decisions given, expressed, made or obtained under these Conditions by any Agent shall (in the absence of manifest error) be binding on the Issuer and all other Agents/agents and the Holders.

§ 8 TAXATION

(1) *Taxation.* All amounts payable in respect of the Notes will be made by the Issuer free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Republic of Austria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. If such withholding or deduction is required by law, the Issuer will pay such additional amounts as will be necessary in order that the net amounts received by the Holders after such withholding or deduction will equal the respective amounts which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction (the "**Additional Amounts**"). However, no such Additional Amounts will be payable on account of any Taxes which:

nicht für solche Steuern, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person (einschließlich der Emittentin) oder von der Emittentin, falls keine Depotbank oder kein Inkassobeauftragter ernannt wird, oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Ausschüttungen einen Einbehalt oder Abzug vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Republik Österreich zu zahlen sind; oder

(c) aufgrund (i) einer Richtlinie der Europäischen Union betreffend die Besteuerung von Ertragsausschüttungen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Republik Österreich oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die eine solche Richtlinie oder Vereinbarung umsetzt oder befolgt, einzubehalten oder abzuziehen sind; oder

(d) einbehalten oder abgezogen werden, wenn eine solche Zahlung von einer anderen Depotbank oder einem anderen Inkassobeauftragten ohne den Einbehalt oder Abzug hätte bewirkt werden können; oder

(e) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, nach ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [14] (Mitteilungen / [Keine] Börsennotiz) wirksam wird; oder

(f) nicht zu entrichten wären, wenn der Gläubiger den Einbehalt oder Abzug durch Vorlage einer Ansässigkeitsbescheinigung, Freistellungsbescheinigung oder ähnlicher Dokumente vermeiden könnte.

(2) *FATCA-Steuerabzug.* Die Emittentin ist zum Einbehalt oder Abzug der Beträge berechtigt, die gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgebestimmungen), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem Internal Revenue Service geschlossenen Verträgen erforderlich sind ("**FATCA-Steuerabzug**"). Die Emittentin ist nicht verpflichtet, zusätzliche Zahlungen zu leisten oder Gläubiger, wirtschaftliche Eigentümer oder andere Finanzintermediäre in Bezug auf einen

(a) are payable by any person (including the Issuer) acting as custodian bank or collecting agent on behalf of a Holder, or by the Issuer if no custodian bank or collecting agent is appointed or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or distributions made by it; or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Republic of Austria; or

(c) are withheld or deducted pursuant to (i) any European Union Directive concerning the taxation of distributions income or (ii) any international treaty or understanding relating to such taxation and to which the Republic of Austria or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, treaty or understanding; or

(d) are withheld or deducted, if such payment could have been effected by another custodian bank or collecting agent without such withholding or deduction; 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 and notice thereof is published in accordance with § [14] (Notices / [No] Stock Exchange Listing), whichever occurs later; or

(f) would not be payable if the Holder is able to avoid such a withholding or deduction providing a certificate of residence, certificate of exemption or any other similar documents.

(2) *FATCA Withholding.* The Issuer will be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a Holder, beneficial owner or other intermediary for any such FATCA Withholding deducted or withheld by the Issuer, the

FATCA-Steuerabzug schadlos zu halten, die von der Emittentin, der Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden.

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(3) Keinerlei Verpflichtung zur Zahlung zusätzlicher Beträge besteht für Steuern, die von einer Zahlung einzubehalten oder abzuziehen sind aufgrund einer durch den Schweizer Gesetzgeber erlassenen gesetzlichen Vorschrift, welche das Schweizer System der Verrechnungssteuer vom Schuldnerprinzip zum Zahlstellenprinzip umwandelt, nach welchem eine andere Person in der Schweiz als der Emittent verpflichtet ist, die Steuer auf Zinszahlungen einzubehalten.]

§ 9 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch ("BGB") bestimmte Vorlegungsfrist wird für die Schuldverschreibungen [(i)] im Hinblick auf das Kapital auf [zehn] **[andere Anzahl Jahre einfügen]** [Jahre] [verkürzt] [unbegrenzte Zeit] [festgesetzt][.] [(ii) und im Hinblick auf die Zinsen auf [vier] **[andere Anzahl Jahre einfügen]** [Jahre] [unbegrenzte Zeit] [festgesetzt][verkürzt]].

§ 10 KÜNDIGUNG

[Dieser Paragraph ist absichtlich frei gelassen.]

§ 11 ERSETZUNG

[Dieser Paragraph ist absichtlich frei gelassen.]

§ 12 ÄNDERUNG DER BEDINGUNGEN, GEMEINSAMER VERTRETER

(1) Änderung der Bedingungen. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") durch einen Beschluss mit der in Absatz (2) bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Bedingungen, vorbehaltlich der Zustimmung der Zuständigen Behörde und/oder Abwicklungsbehörde, sofern und insoweit erforderlich, mit der Emittentin vereinbaren. 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. Es wird keine Änderung der Bedingungen ohne

paying agent or any other party.

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert:

(3) No additional amounts shall be payable on account of any Taxes which are required to be withheld or deducted from a payment pursuant to laws enacted by Switzerland changing the Swiss federal withholding tax system from an issuer-based system to a paying agent-based system pursuant to which a person in Switzerland other than the Issuer is required to withhold tax on any interest payments.]

§ 9 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) ("BGB") in relation to the Notes is [(i)] [reduced to] [ten] **[insert other number of years]** [years] [unlimited] in respect of principal[.] [and (ii) [limited to] [four] **[insert other number of years]** [years] [unlimited] in respect of interest]].

§ 10 EVENTS OF DEFAULT

[This paragraph is intentionally left blank.]

§ 11 SUBSTITUTION

[This paragraph is intentionally left blank.]

§ 12 AMENDMENT OF THE CONDITIONS, HOLDERS' REPRESENTATIVE

(1) Amendment of the Conditions. In accordance with the German Act on Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen – "**SchVG**") the Holders may agree with the Issuer on amendments of the Conditions, subject to the consent by the Competent Authority and/or the Resolution Authority, if and to the extent required, with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (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. There will be no amendment of the Conditions without the Issuer's consent.

Zustimmung der Emittentin geben.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75% der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Bedingungen nicht geändert wird und die keinen Gegenstand des § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4 Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

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

(6) Gemeinsamer Vertreter.

[Im Fall, dass kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen: Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der "Gemeinsame Vertreter") für alle Gläubiger bestellen.]

[Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen: Gemeinsamer Vertreter (der "Gemeinsame Vertreter") ist [Name des Gemeinsamen Vertreters einfügen]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

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

(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 Conditions which are not material and which do not relate to the matters listed in § 5 paragraph (3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a Meeting.* All votes will be taken 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 paragraph 4 sentence 2 of the SchVG.

(4) *Chair of the Vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative has convened the vote, by the Holders' Representative.

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

(6) Holders' Representative.

[If no Holders' Representative is designated in the Conditions: The Holders may by majority resolution appoint a common representative (the "Holders' Representative") to exercise the Holders' rights on behalf of each Holder.]

[If the Holders' Representative is appointed in the Conditions: The common representative (the "Holders' Representative") shall be [insert Name of the Holders' Representative]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

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 authorised 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

sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Ausschluss der Anwendbarkeit des österreichischen Kuratorengesetzes.* Die Anwendbarkeit der Bestimmungen des österreichischen Kuratorengesetzes und des österreichischen Kuratorenenergänzungsgesetzes wird ausdrücklich hinsichtlich der Schuldverschreibungen ausgeschlossen.

§ 13

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, RÜCKKAUF UND ENTWERTUNG

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

(2) *Rückkauf.* Vorausgesetzt dass die Bedingungen gemäß § 6[(8)][(9)][(10)] erfüllt sind, ist die Emittentin jederzeit berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zurückzukaufen. Die von der Emittentin zurückgekauften Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder, [entwertet werden] [bei der [Emissionsstelle][Schweizer Hauptzahlstelle] zwecks Entwertung eingereicht werden].

§ 14

MITTEILUNGEN / [KEINE] BÖRSENNOTIZ

[Im Fall einer Emission, bei der die Verwahrung nicht bei der SIX SIS AG erfolgen soll, einfügen:

[(1) Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen [an das Clearing System] **[im Fall der Tresorverwahrung bei der Emittentin:** in geeigneter Weise gemäß Absatz (3)] zur Weiterleitung [durch das Clearing System] [durch die Depotverwaltung der Emittentin] an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am **[Zahl des Tages einfügen]** Tag nach dem Tag der Mitteilung [an das Clearing System] [im: **[Medium einfügen]**] [an die Depotverwaltung] als den Gläubigern mitgeteilt.]

[(1)][(2)] [Im Falle von Schuldverschreibungen, die durch eine Notierungsbehörde, Börse und/oder durch ein Kursnotierungssystem zugelassen und/oder einbezogen sind und/oder deren Kurse durch sie bzw. es notiert werden, werden Mitteilungen im Einklang mit den Regeln und Bestimmungen einer solchen Notierungsbehörde, Börse und/oder eines solchen

regard to the recall and the other rights and obligations of the Holders' Representative.

(7) *Exclusion of the Applicability of the Austrian Notes Trustee Act.* The applicability of the provisions of the Austrian Notes Trustee Act (*Kuratorengesetz*) and the Austrian Notes Trustee Supplementation Act (*Kuratorenenergänzungsgesetz*) is explicitly excluded in relation to the Notes.

§ 13

FURTHER ISSUES, REPURCHASES AND CANCELLATION

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

(2) *Repurchases.* Provided that the conditions laid down in § 6[(8)][(9)][(10)] are met, the Issuer may at any time repurchase Notes in any market or otherwise and at any price. Notes repurchased by the Issuer may, at the option of the Issuer, be held, resold or [cancelled] [surrendered to the [Fiscal Agent] [Swiss Principal Paying Agent] for cancellation].

§ 14

NOTICES / [NO] STOCK EXCHANGE LISTING

[In the case of a Notes issue where the Notes are not kept in custody by SIX SIS AG, insert:

[(1) The Issuer shall deliver all notices concerning the Notes [to the Clearing System] **[in case of custody in the safe of the Issuer:** in appropriate manner according to subparagraph (3)] for communication [by the Clearing System] [custody administration of the Issuer] to the Holders. Any such notice shall be deemed to have been given to the Holders on the **[number of days]** day after the day on which said notice was given to the [Clearing System] [in **[Insert Medium]** [custody administration]].

[(1)][(2)] [In the case of Notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, notices shall be published in accordance with the rules and regulations of such listing authority, stock exchange and/or quotation system. [As long as the Notes are listed on the Luxembourg Stock Exchange,

Kursnotierungssysteme veröffentlicht werden. [Solange die Schuldverschreibungen an der Luxemburger Börse gelistet werden, werden die die Schuldverschreibungen betreffenden Mitteilungen auf der Website der Luxemburger Börse www.bourse.lu beziehungsweise auf einer anderen Website oder über ein anderes Publikationsmedium gemäß den Regeln und Bestimmungen der Luxemburger Börse veröffentlicht.]

Jede derartige Mitteilung gilt am Tag der Veröffentlichung als wirksam erfolgt.]

[Eine Börsennotiz ist nicht vorgesehen.]

[[1]][2]][3] Die Emittentin wird Mitteilungen [auch] [auf deren Website unter www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber] [und] [in einer führenden Tageszeitung mit allgemeiner Verbreitung in [Österreich][Luxemburg][anderes Land einfügen], voraussichtlich [dem Amtsblatt zur Wiener Zeitung] [andere Zeitung einfügen]] veröffentlichen. Jede derartige Mitteilung gilt am [Zahl des Tages einfügen] Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

[[2]][3]][4] Jede derartige Mitteilung [, außer im Fall von Absatz [(1)][2)], gilt bei mehreren Veröffentlichungen am [Zahl des Tages einfügen] Tag nach dem Tag der ersten solchen Veröffentlichung als wirksam erfolgt.]

[(2)][3]][4]][5] *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich in deutscher oder englischer Sprache erfolgen. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § [15](3) (Schlussbestimmungen) definiert) oder auf andere geeignete Weise erbracht werden. Solange Schuldverschreibungen durch eine [Globalurkunde][Sammelurkunde] verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Emissionsstelle [im Fall von Schuldverschreibungen, die im Clearing System verwahrt werden einfügen: über das Clearing System in der von der Emissionsstelle und dem Clearing System dafür vorgesehenen Weise][im Fall der Tresorverwahrung einfügen: zur Weiterleitung an die Emittentin] erfolgen.]

[Im Fall einer Emission, bei der die Verwahrung bei der SIX SIS AG erfolgen soll, einfügen:

(1) Solange die Schuldverschreibungen an der SIX Swiss Exchange AG notiert sind und solange die Regeln der SIX Swiss Exchange AG dies so

notices concerning the Notes will be published on the website of the Luxembourg Stock Exchange on www.bourse.lu or such other website or other medium for the publication of notices as required in accordance with the rules and regulations of the Luxembourg Stock Exchange.]

Any such notice shall be deemed to have been validly given to the Holders on the day of such publication.]

[A listing on a stock exchange is not envisaged.]

[[1]][2]][3] The Issuer will [also] publish notices [on its website www.rbinternational.com/Investors/Information for Debt Investors] [and] [in a leading daily newspaper having general circulation in [Austria][Luxembourg][insert other country]. This newspaper is expected to be [Amtsblatt zur Wiener Zeitung] [insert other newspaper]. Any notice so given will be deemed to have been validly given on the [insert number of days] day following the date of such publication.]

[[2]][3]][4] Any notice so given [, except in case of subparagraph [(1)][2)], will be deemed to have been validly given if published more than once, on the [insert number of days] day after the date of the first such publication.]

[(2)][3]][4]][5] *Form of Notice of Holders.* Notices to be given by any Holder shall be made in writing in the English or German language. The notice must be accompanied by proof that such notifying Holder is holder of the relevant Notes at the time of the giving of such notice. Proof may be made by means of a certificate of the Custodian (as defined in § [15](3) (Final Provisions)) or in any other appropriate manner. So long as Notes are securitised in the form of a [Global Note][Global Certificate], such notice may be given by the Holder to the Fiscal Agent [**If the Notes are held in custody by the Clearing System:** through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose] [**in case of custody in the safe of the Issuer:** for communication to the Issuer.]

[In the case of an issue where the Notes are kept in custody by SIX SIS AG, insert:

(1) So long as the Notes are listed on SIX Swiss Exchange Ltd and so long as the rules of SIX Swiss Exchange Ltd so require, all notices in respect of the

verlangen, werden alle Mitteilungen im Hinblick auf die Schuldverschreibungen wirksam durch die Schweizer Hauptzahlstelle im Wege (i) der elektronischen Veröffentlichung auf der Website der SIX Exchange Regulation ([www.six-exchange-regulation.com]), wobei Mitteilungen gegenwärtig unter [https://www.six-exchange-regulation.com/en/home/publications/official-notices.htm] [●] veröffentlicht werden), oder (ii) einer anderen Veröffentlichung, die den Regularien der SIX Swiss Exchange AG entspricht, veröffentlicht. Jede so veröffentlichte Mitteilung gilt am Tage ihrer Veröffentlichung oder, falls mehrfach veröffentlicht, am Tage der ersten Veröffentlichung als wirksam erfolgt.

(2) Falls die Schuldverschreibungen nicht mehr an der SIX Swiss Exchange AG notiert sind, wird die Emittentin alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung durch das Clearing System an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ 15 SCHLUSSBESTIMMUNGEN

[Im Fall, dass die Schuldverschreibungen von einem ICSD oder von SIX SIS AG verwahrt werden, einfügen:

(1) *Anwendbares Recht.* [Form und] Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht. Die Regelungen zum Status in § 3 bestimmen sich in jeder Hinsicht nach österreichischem Recht und sollen ausschließlich nach österreichischem Recht ausgelegt werden.]

[Im Fall der Verwahrung einer Sammelurkunde nach österreichischem Depotgesetz, einfügen:

(1) *Anwendbares Recht.* Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich nach deutschem Recht. Die Regelungen zum Status in § 3 bestimmen sich in jeder Hinsicht nach österreichischem Recht und sollen ausschließlich nach österreichischem Recht ausgelegt werden. Die aus der Form und Verwahrung der Schuldverschreibungen [im Tresor der Emittentin] [bei der OeKB] gemäß § 2 [(2)](b) dieser Bedingungen folgenden Rechtswirkungen unterliegen österreichischem Recht.]

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht Frankfurt am Main, Deutschland. Für

Notes will be validly given through the Swiss Principal Paying Agent (i) by means of electronic publication on the internet website of SIX Exchange Regulation ([www.six-exchange-regulation.com], where notices are currently published under [https://www.six-exchange-regulation.com/en/home/publications/official-notices.htm] [●]), or (ii) otherwise in accordance with the regulations of SIX Swiss Exchange Ltd. Any notices so given shall be deemed to have been validly given on the date of such publication or, if published more than once, on the first date of such publication.

(2) Where the Notes are no longer listed on SIX Swiss Exchange Ltd the Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the third day after the day on which said notice was given to the Clearing System.]

§ 15 FINAL PROVISIONS

[In the case the Notes are kept in custody by an ICSD or by SIX SIS AG, insert:

(1) *Applicable Law.* The Notes, as to [form and] content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. The status provisions in § 3 shall be governed by, and shall be construed exclusively in accordance with, Austrian law. The status provisions in § 3 shall be governed by, and shall be construed exclusively in accordance with, Austrian law.]

[In the case a Global Certificate is kept in custody pursuant to Austrian Depotgesetz, insert:]

(1) *Applicable Law.* The Notes, as to content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. The status provisions in § 3 shall be governed by, and shall be construed exclusively in accordance with, Austrian law. The legal effect as to the form and the custody of the Notes [in the safe of the Issuer] [at the OeKB] pursuant to § 2[(2)](b) of these Conditions will be governed by the laws of Austria.]

(2) *Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Germany, shall have non-exclusive jurisdiction for any action or other legal proceedings ("Proceedings") arising out of or in connection with the Notes. Any claims raised by or

Klagen von und gegen österreichische Konsumenten sind die im österreichischen Konsumentenschutzgesetz und in der Jurisdiktionsnorm zwingend vorgesehenen Gerichtsstände maßgeblich.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu stützen oder geltend zu machen: (i) indem er eine Bescheinigung der Depotbank (wie nachstehend definiert) beibringt, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) indem er eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vorlegt, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. 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.

(4) *Sprache.*

[Im Fall zweisprachiger Bedingungen und maßgeblicher deutscher Fassung einfügen:

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

against Austrian consumers shall be subject to the statutory jurisdiction set forth by the Austrian Consumer Protection Act and the Jurisdiction Act (*Jurisdiktionsnorm*).

(3) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in 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 Global Note representing the Notes in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce its rights under the Notes also in any other way which is admitted in the country of the proceedings.

(4) *Language.*

[In case of bi-lingual Conditions with German binding insert:

These 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 non-binding.]

[Im Fall einsprachig deutscher Bedingungen einfügen:

Diese Bedingungen sind ausschließlich in deutscher Sprache abgefasst.]

[Im Fall zweisprachiger Bedingungen und maßgeblicher englischer Fassung einfügen:

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

[In the case the Conditions are to be in English only insert:

These Conditions are written in the English language only.]

[In case of bi-lingual Conditions with English binding insert:

These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is non-binding.]

**FINAL TERMS NOT REPLACED BY THE APPROVAL OF THIS BASE PROSPECTUS
DURCH DIE BILLIGUNG DIESES BASISPROSPEKT NICHT ERSETZTE ENDGÜLTIGE
BEDINGUNGEN**

Dieser Basisprospekt bezieht das Formular der Endgültigen Bedingungen und die Anleihebedingungen aus dem Basisprospekt vom 12. Oktober 2018, wie nachgetragen (der "Basisprospekt 2018") per Verweis ein. Die in der nachstehenden Tabelle bezeichneten und unter dem Basisprospekt 2018 begebenen Wertpapiere werden fortlaufend angeboten und bleiben weiterhin den in dem Basisprospekt 2018 festgelegten Emissionsbedingungen unterworfen (die "Fortlaufend Angebotenen Wertpapiere").	This Base Prospectus incorporates by reference the form of final terms and the terms and conditions of the base prospectus dated 12 October 2018, as supplemented (the "Base Prospectus 2018"). The Notes issued under the Base Prospectus 2018 as specified in Annex I below are continuously offered and will remain subject to the terms and conditions of the Base Prospectus 2018 (the "Continuously Offered Notes").

Annex II – Securities issued under the Base Prospectus 2018

Anhang II – Unter dem Basisprospekt 2018 begebene Wertpapiere

Issuer <i>Emittentin</i>	Initial Issue Date <i>Erst-Emissionstag</i>	Maturity Date <i>Fälligkeitstag</i>	ISIN Code	German Security Code WKN	Listing <i>Börsen-zulassung</i>	Admission to trading on the regulated market <i>Zulassung zum Handel an einem geregelten Markt</i>	Public Place Jurisdiction <i>Öffentl. Privatplatz Angebot</i>
RBI	21 Jan. 2019	21 Jan. 2022	AT000B014501	A2RWMJ	Yes	Yes	Private placement exempt from public offer
<i>RBI</i>	<i>21. Jan. 2019</i>	<i>21. Jan. 2022</i>	<i>AT000B014501</i>	<i>A2RWMJ</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatplatz prospektfrei</i>
RBI	15 Feb. 2019	15 Feb. 2025	AT000B014519	A2RWQ0	Yes	Yes	Austria, Germany
<i>RBI</i>	<i>14. Feb. 2019</i>	<i>15. Feb. 2025</i>	<i>AT000B014519</i>	<i>A2RWQ0</i>	<i>Ja</i>	<i>Ja</i>	<i>Österreich</i>
RBI	24 Jan. 2019	24 Jan 2024	AT000B014527	A2RWNR	Yes	Yes	Private placement exempt from public offer
<i>RBI</i>	<i>24. Jan. 2019</i>	<i>24 Jan. 2024</i>	<i>AT000B014527</i>	<i>A2RWNR</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatplatz prospektfrei</i>
RBI	5 Feb 2019	5-Feb-2025	AT000B014550	A2RW81	Yes	Yes	Private placement exempt from public offer
<i>RBI</i>	<i>5.. Feb. 2019</i>	<i>5. Feb. 2025</i>	<i>AT000B014550</i>	<i>A2RW81</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatplatz prospektfrei</i>
RBI	8 Apr 2019	8 Oct 2021	AT000B014568	A2RYDD	Yes	Yes	Germany Republic of Czechia
<i>RBI</i>	<i>8. Apr. 2019</i>	<i>8. Okt. 2021</i>	<i>AT000B014568</i>	<i>A2RYDD</i>	<i>Ja</i>	<i>Ja</i>	<i>Deutschland Tschechien</i>

RBI	29 Mar. 2019	29 Mar. 2021	AT000B014584	A2RYKF	Yes	Yes	Austria, C Hungary, Republic
<i>RBI</i>	<i>29. Mär. 2019</i>	<i>29. Mär. 2021</i>	<i>AT000B014584</i>	<i>A2RYKF</i>	<i>Ja</i>	<i>Ja</i>	<i>Österreic Ungarn, Republik</i>
RBI	1 Mar. 2019	1 Mar 2022	AT000B014576	A2RYF7	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>1. Mär. 2019</i>	<i>1. Mär. 2022</i>	<i>AT000B014576</i>	<i>A2RYF7</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>
RBI	8 Mar. 2019	8 Mar. 2021	AT000B014592	A2RYU8	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>8. Mär. 2019</i>	<i>8. Mär. 2021</i>	<i>AT000B014592</i>	<i>A2RYU8</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>
RBI	29 Mar 2019	29 Mar 2027	AT000B014600	A2RYXB	Yes	Yes	Austria, C
<i>RBI</i>	<i>29. Mär. 2019</i>	<i>29. Mär. 2027</i>	<i>AT000B014600</i>	<i>A2RYXB</i>	<i>Ja</i>	<i>Ja</i>	<i>Österreic</i>
RBI	26 Mar. 2019	26 Mar. 2024	AT000B014535	A2RZL3	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>26. Mär. 2019</i>	<i>26. Mär. 2024</i>	<i>AT000B014535</i>	<i>A2RZL3</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>
RBI	16 Apr. 2019	16 Apr. 2020	AT000B014618	A2RZ4C	Yes	Yes	Germany
<i>RBI</i>	<i>16. Apr. 2019</i>	<i>16. Apr. 2020</i>	<i>AT000B014618</i>	<i>A2RZ4C</i>	<i>Ja</i>	<i>Ja</i>	<i>Deutschl</i>
RBI	25 Apr 2019	25 Apr 2024	XS1981827378	A2R0QN	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>25. Apr. 2019</i>	<i>25. Apr. 2024</i>	<i>XS1981827378</i>	<i>A2R0QN</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>

RBI	17-May-2019	17-May-2022	AT000B014634	A2R0V1	Yes	Yes	Germany Republic
<i>RBI</i>	<i>17. Mai 2019</i>	<i>17. Mai 2022</i>	<i>AT000B014634</i>	<i>A2R0V1</i>	<i>Ja</i>	<i>Ja</i>	<i>Deutschland Tschechien</i>
RBI	3 Jun. 2019	3 Jun. 2026	AT000B014642	A2R0YK	Yes	Yes	Austria, C
<i>RBI</i>	<i>3. Jun. 2019</i>	<i>3. Jun. 2026</i>	<i>AT000B014642</i>	<i>A2R0YK</i>	<i>Ja</i>	<i>Ja</i>	<i>Österreich</i>
RBI	9 May 2019	9-May-2024	AT000B014659	A2R1Y3	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>9. Mai 2019</i>	<i>9. Mai 2019</i>	<i>AT000B014659</i>	<i>A2R1Y3</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>
RBI	14 Jun 2019	14 Jun 2029	AT000B014667	A2R2BY	Yes	Yes	Austria, C
<i>RBI</i>	<i>14. Jun. 2019</i>	<i>14. Jun. 2029</i>	<i>AT000B014667</i>	<i>A2R2BY</i>	<i>Ja</i>	<i>Ja</i>	<i>Österreich</i>
RBI	24 May 2019	24 May 2024	AT000B014675	A2R2ND	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>24. Mai 2019</i>	<i>24. Mai 2024</i>	<i>AT000B014675</i>	<i>A2R2ND</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>
RBI	28 Jun. 2019	28 Jun. 2023	AT000B014683	A2R2NU	Yes	Yes	Austria, C
<i>RBI</i>	<i>28. Jun. 2019</i>	<i>28. Jun. 2023</i>	<i>AT000B014683</i>	<i>A2R2NU</i>	<i>Ja</i>	<i>Ja</i>	<i>Österreich</i>
RBI	13 Jun. 2019	13 Jun. 2022	AT000B014709	A2R264	Yes	Yes	Private p exempt o
<i>RBI</i>	<i>13. Jun. 2019</i>	<i>13. Jun. 2022</i>	<i>AT000B014709</i>	<i>A2R264</i>	<i>Ja</i>	<i>Ja</i>	<i>Privatpla prospektf</i>

FORM OF FINAL TERMS (FORMULAR – ENDGÜLTIGE BEDINGUNGEN)

[In the case of Notes listed on the official list of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu).]

[Date]
[Datum]

[MiFID II PRODUCT GOVERNANCE / [PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES [ONLY] TARGET MARKET] [RETAIL INVESTORS TARGET MARKET] – Solely for the purposes of [the/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] [and] [retail clients][only], each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) [all channels][insert as appropriate] for distribution of the Notes [is][are] appropriate [including investment advice, portfolio management, non-advised sales and pure execution services]. [Consider any negative target market] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].][Insert further details on target market, client categories etc.]

MiFID II PRODUKTÜBERWACHUNGSPFLICHTEN / [ZIELMARKT PROFESSIONELLE INVESTOREN UND GEEIGNETE GEGENPARTEIEN] [ZIELMARKT KLEINANLEGER] – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen [ausschließlich] [geeignete Gegenparteien][,] [und] [professionelle Kunden] [und] [Kleinanleger], jeweils im Sinne der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, "**MiFID II**"), umfasst; und (ii) [alle Kanäle][Zutreffendes ergänzen] für den Vertrieb der Schuldverschreibungen angemessen [ist][sind] [einschließlich Anlageberatung, Portfolio-Management, Verkäufe ohne Beratung und reine Ausführungsdienstleistungen]. [Negativen Zielmarkt berücksichtigen.] Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein "**Vertriebsunternehmen**") soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches MiFID II unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen vorzunehmen (entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung [des/der] Konzepteur[s/e]) und angemessene Vertriebskanäle[nach Maßgabe der Pflichten des Vertriebsunternehmens unter MiFID II im Hinblick Geeignetheit bzw. Angemessenheit], zu bestimmen.][Weitere Details bezüglich Zielmarkt, Kundenkategorie etc. einfügen]

[PROHIBITION OF SALES TO EEA 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 European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, the "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, 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.]

[VERTRIEBSVERBOT AN KLEINANLEGER IM EWR – Die Schuldverschreibungen sind nicht dazu bestimmt, dass sie Kleinanlegern im Europäischen Wirtschaftsraum ("EWR") angeboten, verkauft oder auf anderem Wege zur Verfügung gestellt werden und sollen dementsprechend an Kleinanleger im EWR nicht angeboten, verkauft oder auf anderem Wege zur Verfügung gestellt werden. Ein Kleinanleger im Sinne dieser Vorschrift ist eine Person, die mindestens einer der folgenden Kategorien zuzuordnen ist: (i) ein Kleinanleger im Sinne von Artikel 4 Absatz 1 Nummer 11 von Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, die "MiFID II**") ; oder (ii) ein Kunde im Sinne von Richtlinie 2016/97/EU (in ihrer jeweils gültigen oder ersetzten Fassung, die "**IDD**"), der nicht als professioneller Kunde im Sinne von Artikel 4 Absatz 1 Nummer 10 MiFID II einzustufen ist, oder (iii) kein qualifizierter Anleger ist, wie in Richtlinie 2003/71/EG (in der jeweils gültigen oder ersetzten Fassung, die "**Prospektrichtlinie**") definiert. Folglich wurde kein Informationsdokument, wie nach Verordnung (EU) Nr. 1286/2014 (in ihrer jeweils gültigen oder ersetzten Fassung, die "**PRIIPS Verordnung**") für Angebote, Vertrieb und die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger erforderlich, erstellt und dementsprechend könnte das Angebot, der Vertrieb oder die sonstige Zurverfügungstellung von Schuldverschreibungen an Kleinanleger nach der PRIIPS-Verordnung unzulässig sein.]**

Final Terms Endgültige Bedingungen

[Title of relevant Series of Notes]¹ (the "Notes")
[Bezeichnung der betreffenden Serie der Schuldverschreibungen]¹ (die "**Schuldverschreibungen**")

"[(to be consolidated, form a single series with and increase the aggregate principal amount of the
[Title of relevant Series of Notes] issued on [] [and increased on [...]] with the ISIN [])]²
[(diese Schuldverschreibungen werden mit den [Bezeichnung der betreffenden Serie der
Schuldverschreibungen] begeben am [] [und erhöht am [...]] mit der ISIN [] zusammengefasst,
werden eine einheitliche Serie mit ihnen bilden und ihren Gesamtnennbetrag erhöhen)]²"

Series: [], Tranche []
Serie: [], Tranche []

[ISIN [...]]³
[Interim ISIN []]
Permanent ISIN []
Vorläufige ISIN []
Endgültige ISIN []³

issued pursuant to the
EUR 25,000,000,000 Debt Issuance Programme
for the issue of Notes dated [●] of
Raiffeisen Bank International AG
begeben aufgrund des
EUR 25.000.000.000 Debt Issuance Programme
zur Begebung von Schuldverschreibungen vom [●] der
Raiffeisen Bank International AG

Legal Entity Identifier: 9ZHYRM6F437SQJ60UG95

[The validity of the respective Base Prospectus will expire as of 16 July 2020.⁴ <i>Die Gültigkeit des diesbezüglichen Basisprospektes läuft aus per 16. Juli 2020.⁴</i>

¹ "Notes" in the Final Terms shall have the meaning of "Ordinary Senior Notes", "Subordinated Notes", "Covered Bank Bonds" or "Eligible Notes".

Der Begriff "Schuldverschreibungen" in den Endgültigen Bedingungen hat die Bedeutung "Nicht Nachrangige Schuldverschreibungen", "Nachrangige Schuldverschreibungen", "Fundierte Bankschuldverschreibungen" oder "Berücksichtigungsfähige Schuldverschreibungen".

² Include only in the case of fungible tranches.
Nur bei fungiblen Tranchen einfügen.

³ Include in case of first tranche.
Im Fall einer ersten Tranche einfügen.

⁴ If the public offer period of the Notes continues beyond the validity of the Base Prospectus, insert a warning indicating the last day of validity of the Base Prospectus and where the succeeding base prospectus will be published.
Falls das öffentliche Angebot der Schuldverschreibungen über die Gültigkeit des Basisprospektes hinaus fortgesetzt wird, ist ein Warnhinweis aufzunehmen, der den letzten Tag der Gültigkeit des Basisprospektes und den Ort, an dem der nachfolgende Basisprospekt veröffentlicht wird, angibt.

The succeeding base prospectus will be published on the website of the Issuer or its successor, [https://www.rbinternational.com/Investors/Information for Debt Investors/Debt Issuance Programmes](https://www.rbinternational.com/Investors/Information%20for%20Debt%20Investors/Debt%20Issuance%20Programmes). *Der diesem nachfolgende Basisprospekt wird veröffentlicht auf der website der Emittentin oder deren Rechtsnachfolger unter [https://www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber/ Debt-Issuance-Programme](https://www.rbinternational.com/Investoren/Infos%20für%20Fremdkapitalgeber/Debt-Issuance-Programme)*

[Issue Price] [Initial Issue Price]: [] per cent [on the first day of the offer]
 [Ausgabepreis][Erst-Ausgabepreis] [Ausgabekurs][Erst-Ausgabekurs]: [] % [am ersten Angebotstag]

[Issue Date][Initial Issue Date]: []
 [Emissionstag][Erst-Emissionstag]: []

These are the Final Terms of an issue of Notes under the EUR 25,000,000,000 Debt Issuance Programme of Raiffeisen Bank International AG (the "**Programme**"). Full information on Raiffeisen Bank International AG and the offer of the Notes is only available on the basis of the combination of these Final Terms and the base prospectus pertaining to the Programme, as supplemented from time to time (the "**Base Prospectus**") (together, the "**Prospectus**"). The Base Prospectus (and any supplement thereto) is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu), on the website of the Issuer (<http://investor.rbinternational.com/> or [www.rbinternational.com/Investors/Information for Debt Investors](http://www.rbinternational.com/Investors/Information%20for%20Debt%20Investors)) and copies may be obtained from Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Vienna, Austria. [A summary of the specific issue of the Notes [Series [●]/Tranche[●]] is annexed to these Final Terms.]⁵

*Dies sind die Endgültigen Bedingungen einer Emission von Schuldverschreibungen unter dem EUR 25.000.000.000 Debt Issuance Programme der Raiffeisen Bank International AG (das "**Programm**"). Vollständige Informationen über die Raiffeisen Bank International AG und das Angebot der Schuldverschreibungen sind nur verfügbar, wenn diese Endgültigen Bedingungen und der Basisprospekt über das Programm in der durch etwaige Nachträge ergänzten Fassung (der "**Basisprospekt**") (zusammen der "**Prospekt**") zusammengenommen werden. Der Basisprospekt (sowie jeder Nachtrag zum Basisprospekt) kann in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und auf der Internetseite der Emittentin (<http://investor.rbinternational.com> oder [www.rbinternational.com/Investors/Infos für Fremdkapitalgeber](http://www.rbinternational.com/Investors/Infos%20für%20Fremdkapitalgeber)) eingesehen werden. Kopien sind erhältlich bei der Raiffeisen Bank International AG, Am Stadtpark 9, 1030 Wien, Österreich. [Eine Zusammenfassung der spezifischen Emission [Serie[●]/Tranche[●]] der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]⁵*

[In the case of a Series of Notes issued under the base prospectus dated 12 October 2018 insert: These Final Terms must be read in conjunction with the Base Prospectus, save in respect of the Terms and Conditions which are extracted from the Terms and Conditions contained in the base prospectus dated 12 October 2018, as supplemented (the "**Base Prospectus 2018**"), which have been incorporated by reference into this Base Prospectus.

Im Falle einer Serie von Schuldverschreibungen, die unter dem Basisprospekt vom 12. Oktober 2018 beigegeben wurden, einfügen: Diese Endgültigen Bedingungen sind in Verbindung mit dem Basisprospekt zu lesen, mit Ausnahme der Anleihebedingungen, die den in dem Basisprospekt vom 12. Oktober 2018, wie nachgetragen (der "**Basisprospekt 2018**"), enthaltenen Anleihebedingungen entnommen wurden, und die per Verweis in diesen Basisprospekt einbezogen wurden.]

⁵ Not required in the case of an issue of Notes with a specific Denomination of at least EUR 100,000. However, an issue specific Summary may be included on a voluntary basis in the case of an issue of Notes with a specific Denomination of at least EUR 100,000. Nicht erforderlich für Schuldverschreibungen mit einer Stückelung von mindestens EUR 100.000. Jedoch kann eine emissionspezifische Zusammenfassung im Fall von Schuldverschreibungen mit einer Stückelung von mindestens EUR 100.000 auf freiwilliger Basis angefügt werden.

[In case of Continuously Offered Notes: The Base Prospectus under which the Notes specified in these Final Terms are issued loses its validity on 16 July 2020 or the approval of a new base prospectus succeeding this Base Prospectus (the "**New Base Prospectus**"), depending on which event occurs earlier (the "**Expiry Date of the Base Prospectus**"). Notwithstanding the above, the Notes specified in these Final Terms shall/may continue to be subject to the terms and conditions of [the Base Prospectus] [the Base Prospectus 2018 incorporated by reference into the Base Prospectus]. From the Expiry Date of the Base Prospectus, these Final Terms must be read in conjunction with the New Base Prospectus. The New Base Prospectus will be available (no later than the Expiry Date of the Base Prospectus) on the website of the Issuer www.rbinternational.com/Investors/Information for Debt Investors/Debt Issuance Programmes and also on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Im Falle von Fortlaufend Angebotenen Schuldverschreibungen: Der Basisprospekt, unter dem die in diesen Endgültigen Bedingungen bezeichneten Schuldverschreibungen begeben werden, verliert am 16. Juli 2020 oder mit der Billigung eines neuen, unmittelbar auf den Basisprospekt nachfolgenden Basisprospekts (der "**Neue Basisprospekt**"), je nachdem welches Ereignis früher eintritt, seine Gültigkeit (das "**Ablaufdatum des Basisprospekts**"). Ungeachtet der vorstehenden Ausführungen sollen/können die in diesen Endgültigen Bedingungen bezeichneten Schuldverschreibungen weiterhin den [im Basisprospekt festgelegten] [im Basisprospekt 2018 festgelegten und per Verweis in den Basisprospekt einbezogen] Emissionsbedingungen unterliegen. Ab dem Ablaufdatum des Basisprospekts sind diese Endgültigen Bedingungen im Zusammenhang mit dem neuen Basisprospekt zu lesen. Der Neue Basisprospekt wird (nicht später als am Ablaufdatum des Basisprospekts) auf der Internetseite der Emittentin www.rbinternational.com/Investoren/Infos für Fremdkapitalgeber/ Debt-Issuance-Programmesowie auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) verfügbar sein.]

Part I.: Conditions
Teil I.: Bedingungen

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Base Prospectus as Option I, Option II, Option III or Option IV including certain further options contained therein, respectively, and completing the relevant placeholders, insert:

A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Basisprospekt als Option I, Option II, Option III oder Option IV aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) und Vervollständigung der betreffenden Leerstellen bestimmt werden, einfügen:

The Conditions applicable to the Notes (the "**Conditions**") [and the [German] [English] language translation thereof,] are as set out below.

*Die für die Schuldverschreibungen geltenden Bedingungen (die "**Bedingungen**") [sowie die [deutschsprachige][englischsprachige] Übersetzung] sind wie nachfolgend aufgeführt.*

[in case of Ordinary Senior Notes replicate here relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen hier betreffende Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in case of Subordinated Notes replicate here relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Nachrangigen Schuldverschreibungen hier betreffende Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in case of Covered Bank Bonds replicate here relevant provisions of Option III including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Fundierten Bankschuldverschreibungen hier betreffende Angaben der Option III (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in case of Eligible Notes replicate here relevant provisions of Option IV including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Berücksichtigungsfähigen Schuldverschreibungen hier betreffende Angaben der Option IV (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Base Prospectus as Option I, Option II, Option III or Option IV including certain further options contained therein, respectively, insert:

B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Basisprospekt als Option I, Option II, Option III oder Option IV aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to [Ordinary Senior][Subordinated][Notes][Covered Bank Bonds] [[Ordinary senior][Non-preferred senior] Eligible Notes] (the "**Terms and Conditions**") set forth in the Base Prospectus as

[Option I][Option II][Option III][Option IV]. Capitalised terms not otherwise defined herein shall have the meanings specified in the set of Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf [Gewöhnliche Nicht Nachrangige][Nachrangige][Schuldverschreibungen][Fundierte Bankschuldverschreibungen][[Gewöhnliche nicht nachrangige][Nicht bevorrechtigte nicht nachrangige]Berücksichtigungsfähige Schuldverschreibungen] Anwendung findet (die "**Anleihebedingungen**"), zu lesen, der als [Option I][Option II][Option III][Option IV] im Basisprospekt enthalten ist. Begriffe, die in dem Satz der Anleihebedingungen definiert sind, haben, falls die Endgültigen Bedingungen nicht etwas anderes bestimmen, dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

All references in this part of the Final Terms to numbered Articles and subparagraphs are to Articles and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

All provisions in the Terms and Conditions corresponding to items in the Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the "**Conditions**").

*Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.]*

DEFINITIONS (§ 1) ⁶		
DEFINITIONEN (§ 1) ⁶		
☐	Screen Page(s) [[●]] ⁷ <i>Bildschirmseite(n) [[●]]⁷</i>	[REUTERS Screenpage [EURIBOR01][LIBOR01][LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg Screenpage CPTFEMU Index] [Insert other Screenpage and additional information if necessary] or each successor page.] [REUTERS Bildschirmseite [EURIBOR01][LIBOR01][LIBOR02] [ABSIRFIX01] [BBSW=] [BUBOR=] [PRBO=] [ROBOR=] [WIBOR=] [MosPrime=] [ZIBOR=]] [Bloomberg Bildschirmseite CPTFEMU Index] [Bildschirmseite und ggf. zusätzliche Angaben einfügen] oder jede Nachfolgeseite.]
☐	Screen Page(s) [[●]] ⁸ <i>Bildschirmseite(s) [[●]]⁸</i>	means [●] <i>bedeutet [●]</i>
	Clearing System <i>Clearing System</i>	
☐	Clearstream Banking, S.A., Luxembourg ("CBL") 42 Avenue JF Kennedy, L-1855 Luxembourg <i>Clearstream Banking, S.A., Luxembourg ("CBL") 42 Avenue JF Kennedy, L-1855 Luxembourg</i>	
☐	Euroclear Bank SA/NV, as Operator of the Euroclear System ("Euroclear") <i>Euroclear Bank SA/NV, als Betreiberin des Euroclear System ("Euroclear")</i> 1 Boulevard du Roi Albert II, B-1210 Brussels	
☐	OeKB CSD GmbH ("OeKB") Am Hof 4, 1010 Vienna, Austria <i>OeKB CSD GmbH ("OeKB") Am Hof 4, 1010 Vienna, Austria</i>	
☐	SIX SIS AG, Olten, Switzerland <i>SIX SIS AG, Olten, Schweiz</i>	

⁶ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

⁷ To be completed only if the Reference (Interest) Rate is applicable.
Nur ausfüllen, wenn Referenzwert/ Referenz-Zinssatz anwendbar.

⁸ To be completed if the Reference Swap Rate is applicable or the Reference Rate is CMS Rate.
Auszufüllen, wenn der Referenz-Swap-Satz anwendbar ist oder der Referenzwert der CMS-Satz ist.

☐	Other (specify) <i>Sonstige (angeben)</i>	[insert name and address] <i>[Name und Adresse einfügen]</i>
☐	Austrian Depotgesetz <i>Depotgesetz</i>	
☐	Business Day <i>Geschäftstag</i>	[Clearing System][TARGET][insert relevant financial centres] <i>[Clearing System][TARGET][relevante Finanzzentren einfügen]</i>
☐	Holder <i>Gläubiger</i>	
☐	Other depositary <i>Anderer Verwahrer</i>	
☐	SIX SIS AG <i>SIX SIS AG</i>	
☐	Reference Rate <i>Referenzwert</i>	means a value, [which] [the performance of which] determines [the rate/value of a/the] [floating interest rate(s)] [and][or] [the Redemption Amount][and][or][if any interest will be paid for a certain interest period][and] [or] [the maturity of the Notes][insert any other legal consequence] (i.e. an interest rate, a Swap Rate, an exchange rate, etc.) <i>bedeutet einen Wert, [der] [dessen Entwicklung] [die Höhe] [eines/des/der variablen Zinssatzes/Zinssätze] [und][oder] [den Rückzahlungsbetrag] [und][oder][die Verzinsung für eine bestimmte Zinsenlaufperiode] [und][oder][die Laufzeit der Schuldverschreibungen] [eine andere Rechtsfolge einfügen] bestimmt (z.B. ein Zinssatz, ein Swapsatz, ein Wechselkurs, etc.)</i>
☐	Reference Interest Rate ⁹	means the offered quotation for the [number] month [EURIBOR][LIBOR][USD LIBOR] [CHF LIBOR][insert other currency LIBOR] [SIBOR][BBSW] [BUBOR][PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert other reference interest rate] which appears on the Screen Page as of [11.00 a.m.] [insert other relevant time] ([insert relevant time zone]) on the [Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day].

⁹ To be completed if the Reference Rate is an Interest Rate.
Auszufüllen, wenn der Referenzwert ein Zinssatz ist.

	Referenz-Zinssatz ⁹	ist der Angebotssatz für den [Zahl] Monats [EURIBOR][LIBOR][USD LIBOR][CHF LIBOR] [andere Währung LIBOR einfügen] [SIBOR] [BBSW] [BUBOR] [PRIBOR] [ROBOR] [WIBOR] [MosPrime] [ZIBOR] [anderen Referenz-Zinssatz einfügen], der auf der Bildschirmseite am [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen] gegen [11.00][maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen]) angezeigt wird.
☐	Fallback in case of other than a Discontinuation Event <i>Ersatzregelung in anderen Fällen als einem Einstellungsereignis</i>	
	Period <i>Zeitraum</i>	[per annum][insert other period] <i>[per annum][anderen Zeitraum einfügen]</i>
	Relevant time / time zone <i>Maßgebliche Uhrzeit / Zeitzone</i>	[11.00 a.m.][insert relevant time]([insert relevant time zone]) <i>[11.00] [maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen])</i>
	[Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] <i>[Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen]</i>	[...] <i>[...]</i>
	Roundings <i>Rundungen</i>	[thousandth] [ten-thousandth] [hundred-thousandth][insert other rounding rules] <i>[Tausendstel] [Zehntausendstel] [Hunderttausendstel] [andere Rundungsregel einfügen]</i>
	[0.0005][0.00005] [0.000005][insert other rounding rules] being rounded upwards) of such offered quotations <i>[0,0005][0,00005] [0,000005][andere Rundungsregel einfügen] aufgerundet wird) dieser Angebotssätze</i>	[...] <i>[...]</i>
	[, however at least 0.00 per cent p.a.] <i>[, jedoch zumindest 0,00 % p.a.]</i>	[...] <i>[...]</i>
	[Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] <i>[Zinsfestlegungstag] [Referenzwert-Feststellungstag][Beobachtungstag] [anderen Tag festlegen]</i>	[...] <i>[...]</i>

	Financial Centre <i>Finanzzentrum</i>	[...] <i>[...]</i>
	Reference Interest Rate <i>Referenz-Zinssatz</i>	[for the relevant Interest Period] [define other event] <i>[für die betreffende Zinsenlaufperiode] [anderes Ereignis festlegen]</i>
	Reference Banks <i>Referenzbanken</i>	[if no other Reference Banks are specified in the Final Terms, insert: the offices of not less than [four] [insert other number] major banks in the [relevant] [insert relevant financial centre] interbank market [in the Euro-Zone].] [If other Reference Banks are specified in the Final Terms, insert names here.] <i>bezeichnen [falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden, einfügen: die Niederlassungen von mindestens [vier][andere Anzahl einfügen] bedeutenden Banken am [relevanten] [maßgebliches Finanzzentrum einfügen] Interbanken-Markt [in der Euro-Zone].] [Im Fall, dass in den Endgültigen Bedingungen andere Referenzbanken bestimmt werden, sind sie hier einzufügen.]]</i>
☐	[Fallbacks in case of a Discontinuation Event <i>Ersatzregelungen im Fall eines Einstellungsereignisses</i>	
	Reference Interest Rate replaced on <i>Referenz-Zinssatz an [...] ersetzt werden</i>	[each [relevant] Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day(s)] <i>[jedem [relevanten] Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen relevanten Tag/Tage definieren]</i>
	Calculation of <i>Ermittlung des</i>	[Rate of Interest] [or] [the] [Interest Amount][determine other rate or amount] <i>[Zinssatzes] [oder] [Zinsbetrags][anderen Betrag festlegen]</i>
	Publication obligations <i>Veröffentlichungspflichten</i>	[No][no other] <i>[Keine][Keine weiteren]</i>
	Procedures Determination Date <i>Verfahrensfestsetzungstag</i>	Not less than 3 Business Days prior to the [Interest Determination Date] [Reference Rate Determination Day][Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event / day] <i>Nicht später als 3 Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] bezüglich [der nachfolgenden Zinsenlaufperiode][anderes Ereignis / Tag definieren]</i>

	Early Redemption <i>Vorzeitige Rückzahlung</i>	[Applicable][Not Applicable] <i>[Anwendbar][Nicht anwendbar]</i>
	[Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] <i>[Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs]</i> <i>[Vorzeitiger Rückzahlungsbetrag] [Vorzeitiger Rückzahlungskurs]</i>	[...] <i>[...]</i>
	Redemption Date <i>Rückzahlungstag</i>	Second [Coupon Date][Interest Payment Date] <i>Zweiter [Kupontermin][Zinsenzahlungstag]</i>
	[Final][Early] Redemption [Amount][Rate] <i>[Endgültige][Vorzeitige]</i> <i>[Rückzahlungsbetrag][Rückzahlungskurs]</i>	[...] <i>[...]</i>
	Applicable [Rate of Interest] [Reference Interest Rate] <i>Anwendbarer [Zinssatz] [Referenz-Zinssatz]</i>	[If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [determine other day] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.] <i>[Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinsenzahlungstag][anderen Tag einfügen] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][Referenz-Zinssatz].]</i>
☐	[Reference Swap Rate ¹⁰] [other quotation] <i>[Referenz-Swapsatz¹⁰] [anderer Angebotssatz]</i>	Is the [insert number of years/months][year][months] [insert relevant currency] Swap Rate and means [[●] / insert definition /Screen Page] <i>Ist der [Anzahl der Jahre/Monate einfügen]-[Jahres-][Monats-][relevante Währung einfügen][Swap Satz und bedeutet [[●] / Definition und Bildschirmseite einfügen]</i>

¹⁰ To be completed if the Reference Rate is a Swap Rate.
Auszufüllen, wenn der Referenzwert ein Swapsatz ist.

☐	Fallback in case other than a Discontinuation Event <i>Ersatzregelung in anderen Fällen als einem Einstellungsereignis</i>	
	Fallback in case of other than a Discontinuation Event <i>Ersatzregelung in anderen Fällen als einem Einstellungsereignis</i>	If the [[insert number of years/months] [year][month] [insert relevant currency] Swap Rate] [insert other swap rate] is not displayed on the Screen Page on the Interest Adjustment Determination Date, the [[insert number of years/months] [year][month] [insert relevant currency]Swap Rate] [insert other swap rate] is equal to the Reset Reference Bank Rate (as defined below) on that Interest Adjustment Determination Date. Sollte am Zinsenanpassungs-Bestimmungstag der [[Anzahl der Jahre/Monate einfügen]-[Jahres] [Monats] Swap Satz][relevante Währungs einfügen] [anderen Swap Satz einfügen] nicht auf der Bildschirmseite angezeigt werden, so ist der [[Anzahl der Jahre/Monate einfügen]-[Jahres] [Monats] [relevante Währung einfügen] Swap Satz][anderen Swap Satz einfügen] der Zinsanpassungs-Referenzbanksatz (wie nachstehend definiert) an diesem Zinsenanpassungs-Bestimmungstag.
	Reset Reference Bank Rate <i>Zinsanpassungs-Referenzbanksatz</i>	[[insert number of years/months] [year][month] Swap Rate] [insert other swap rate] Quotations provided by [five] [insert other number] leading swap dealers in the interbank market to the Calculation Agent at approximately [insert time] ([insert time zone]), on the Interest Adjustment Determination Date. [[Anzahl der Jahre/Monate einfügen]-[Jahres] [Monats] Swap Satz][anderen Swap Satz einfügen] Angebotssätze, die von [fünf] [andere Anzahl einfügen] führenden [Swap] Dealern im Interbankenmarkt (die am Zinsenanpassungs-Bestimmungstag gegen [Zeit einfügen] Uhr ([Zeitzone einfügen]) gemeldet werden.
	Number of quotations <i>Anzahl an Sätzen</i>	[three] [insert other number] [drei] [andere Anzahl einfügen]
	Reset Reference Bank Rate <i>Zinsenanpassungs-Referenzbanksatz</i>	[insert numberof years/months] [year][month] Swap Rate] [insert other swap rate] [Anzahl der Jahre/Monate einfügen]-[Jahres] Swap Satz][anderen Swap Satz einfügen]]
	Period <i>Zeitraum</i>	[per annum][insert other period] [per annum][anderen Zeitraum einfügen]
	Relevant time <i>Maßgebliche Uhrzeit</i>	[11.00 a.m.][insert relevant time]([insert relevant time zone]) [11.00] [maßgebliche Uhrzeit einfügen] Uhr ([maßgebliche Zeitzone einfügen])

	[Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] <i>[Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festsetzen]</i>	[...] [...]
	[thousandth] [ten-thousandth] [hundred-thousandth][insert other rounding rules] <i>[Tausendstel] [Zehntausendstel] [Hunderttausendstel] [andere Rundungsregel einfügen]</i>	[...] [...]
	[0.0005][0.00005] [0.000005][insert other rounding rules] being rounded upwards) of such offered quotations <i>[0,0005][0,00005] [0,000005][andere Rundungs-regel einfügen] aufgerundet wird) dieser Angebotssätze</i>	[...] [...]
	[, however at least 0.00 per cent p.a.] <i>[, jedoch zumindest 0,00 % p.a.]</i>	[...] [...]
	[Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] <i>[Zinsfestlegungstag] [Referenzwert-Feststellungstag][Beobachtungstag] [anderen Tag festlegen]</i>	[...] [...]
	Financial Centre <i>Finanzzentrum</i>	[...] [...]
	Reference Swap Rate <i>Referenz-Swapsatz</i>	[for the relevant Interest Period] [determine other event] <i>[für die betreffende Zinsenlaufperiode] [anderes Ereignis festlegen]</i>
	Reference Banks <i>Referenzbanken</i>	[if no other Reference Banks are specified in the Final Terms, insert: the offices of not less than [four] [insert other number] major banks in the [relevant] [insert relevant financial centre] interbank market [in the Euro-Zone].] [If other Reference Banks are specified in the Final Terms, insert names here.] <i>bezeichnen [falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden, einfügen: die Niederlassungen von mindestens [vier][andere Anzahl einfügen] bedeutenden Banken am [relevanten] [maßgebliches Finanzzentrum einfügen] Interbanken-Markt [in der Euro-Zone].] [Im Fall, dass in den Endgültigen Bedingungen andere Referenzbanken bestimmt werden, sind sie hier einzufügen.]]</i>

☐	[Fallback in case of a Discontinuation Event <i>Ersetzungsregelung im Fall eines Einstellungsereignisses</i>	
	[Reference Swap Rate <i>Referenz-Swapsatz</i>	[] []]
	[other definition for quotation <i>Anderer Angebotssatz</i>	[] []]
	[Reference Swap Rate][insert other definition for quotation] replaced on [Referenz-Swapsatz][Anderer Angebotssatz] ersetzt werden an	[each] [relevant Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day(s)] [jedem] [relevanten Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen relevanten Tag/Tage definieren]
	Calculation of <i>Ermittlung des</i>	[Rate of Interest] [or] [the] [Interest Amount][determine other rate or amount] [Zinssatzes] [oder] [Zinsbetrags][anderen Betrag festlegen]
	Publication obligations <i>Veröffentlichungspflichten</i>	[No][no other] [Keine][Keine weiteren]
	Procedures Determination Date <i>Verfahrensfestsetzungstag</i>	[Interest Determination Date] [Reference Rate Determination Day][Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event / day] [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] bezüglich [der nachfolgenden Zinslaufperiode][anderes Ereignis / Tag definieren]
	Early Redemption <i>Vorzeitige Rückzahlung</i>	[Applicable][Not Applicable] [Anwendbar][Nicht anwendbar]
	[Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] [Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs] [Vorzeitiger Rückzahlungsbetrag] [Vorzeitiger Rückzahlungskurs]	[...] [...]
	Redemption Date <i>Rückzahlungstag</i>	Second [Coupon Date][Interest Payment Date] Zweiter [Kupontermin][Zinszahlungstag]
	[Final][Early] Redemption [Amount][Rate] [Endgültige][Vorzeitige] [Rückzahlungsbetrag][Rückzahlungskurs]	[...] [...]

	Redemption <i>Rückzahlung</i>	[If the Issuer elects to redeem the Notes, the [Rate of Interest][insert other definition for quotation] applicable from the last [Coupon Date] [Interest Payment Date] [determine other day] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][insert other definition for quotation] applicable to the immediately preceding Interest Period.] <i>[Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][anderen Angebotssatz einfügen] ab dem letzten [Kupontermin][Zinsenzahlungstag][anderen Tag einfügen] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinsenlaufperiode geltende [Zinssatz][anderen Angebotssatz einfügen].]</i>
☐	Reference CMS Rate¹¹ <i>Referenz CMS-Satz¹¹</i>	
	<i>Reference CMS Rate</i> <i>Referenz-CMS-Satz</i>	is the [insert number of months] swap rate for [insert relevant currency] swap transactions with a maturity of [insert relevant period[s]], which appears on the Screen Page [[●]] on the [Interest Determination Date][Reference Rate Determination Date] [Observation Day] [determine other day] [under the heading [and in the column] [insert relevant heading [and column]] as of [11:00 a.m.] [insert relevant time] ([insert relevant time zone]) <i>ist der [Anzahl der Monate einfügen] Swapsatz bezüglich [maßgebliche Währung einfügen] denominierten Swap Transaktionen mit Laufzeit[en] von [maßgebliche Laufzeit[en] einfügen], der auf der Bildschirmseite [[●]] am [Zinsenzahlungstag] [Referenzwert-Feststellungstag] [Beobachtungstag [anderen Tag festlegen] unter der Bildüberschrift [und in der Spalte] [maßgebliche Bildschirmüberschrift [und Spalte] einfügen] gegen [11:00 Uhr] [maßgebliche Zeit einfügen] ([relevante Zeitzone einfügen])</i>

¹¹ To be completed if the Reference Rate is a CMS-Rate.
Auszufüllen, wenn der Referenzwert ein CMS-Satz ist.

☐	Fallback in case of other than a Discontinuation Event <i>Ersatzregelung in anderen Fällen als einem Einstellungsereignis</i>	
	Currency <i>Währung</i>	[...] [...]
	Reason of calculation <i>Berechnungsgrund</i>	[Rate of Interest][determine other reason of calculation] <i>[Zinssatzberechnung][anderen Berechnungsgrund festlegen]</i>
	Time / time zone <i>Uhrzeit / relevante Zeitzone</i>	[11.00 a.m.] [insert relevant time] ([insert relevant time zone]) <i>[11.00 Uhr] [maßgebliche Uhrzeit einfügen] ([relevante Zeitzone einfügen])</i>
	Day <i>Tag</i>	[Interest Determination Date][Reference Rate Determination Day] [Observation Day][determine other day] <i>[Zinsfestlegungstag] [Referenzwert-Feststellungstag][Beobachtungstag [anderen Tag festlegen]</i>
	[for such Interest Period] <i>[für die betreffende Zinsenlaufperiode]</i>	[Applicable][Not Applicable] <i>[Anwendbar][Nicht anwendbar]</i>
	Day <i>Tag</i>	[Interest Determination Date] [Reference Rate Determination Day] [Observation Day] [determine other day] <i>[jeweiligen Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag [anderen Tag festlegen]</i>
	Number of Reference Banks <i>Anzahl der Referenzbanken</i>	[five] [insert relevant number] <i>[fünf] [maßgebliche Anzahl einfügen]</i>
☐	Fallback in case of a Discontinuation Event <i>Ersetzungsregelung im Fall eines Einstellungsereignis</i>	
	Currency <i>Währung</i>	[...] [...]
	CMS replaced on <i>CMS Ersetzung</i>	[the/each relevant Interest Determination Date] [the Reference Rate Determination Day] [the / each Observation Day] [determine other day] <i>[am/an [jedem] relevanten Zinsfestlegungstag] [am/an [jedem] Referenzwert-Feststellungstag] [am /an [jedem] Beobachtungstag] [anderen Tag definieren]</i>
	Publication obligations <i>Veröffentlichungspflichten</i>	[No][no other] <i>[Keine][Keine weiteren]</i>

	Calculation of <i>Ermittlung des</i>	[Rate of Interest and calculating the Interest Amount][determine other rate /amount] <i>[Zinssatzes und die Berechnung des Zinsbetrags][anderen Satz / Betrag festlegen]</i>
	Procedures Determination Date <i>Verfahrensfestsetzungstag</i>	Not less than 3 Business Day prior to the [Interest Determination Date] [Reference Rate Determination Day][Observation Day] [determine other day] relating to the [next succeeding Interest Period][determine other event / day] <i>Nicht später als 3 Geschäftstage vor dem [Zinsfestlegungstag] [Referenzwert-Feststellungstag] [Beobachtungstag] [anderen Tag festlegen] bezüglich [der nachfolgenden Zinslaufperiode][anderes Ereignis / Tag definieren]</i>
	Early Redemption <i>Vorzeitige Rückzahlung</i>	[Applicable][Not Applicable] <i>[Anwendbar][Nicht anwendbar]</i>
	[Final Redemption Amount][Final Redemption Rate][Early Redemption Amount][Early Redemption Rate] <i>[Endgültiger Rückzahlungsbetrag] [Endgültiger Rückzahlungskurs] [Vorzeitiger Rückzahlungsbetrag] [Vorzeitiger Rückzahlungskurs]</i> Redemption Date <i>Rückzahlungstag</i>	[...] <i>[...]</i> Second [Coupon Date][Interest Payment Date] <i>Zweiter [Kupontermin][Zinszahlungstag]</i>
	[Final][Early] Redemption [Amount][Rate] <i>[Endgültige][Vorzeitige]</i> <i>[Rückzahlungsbetrag][Rückzahlungskurs]</i>	[...] <i>[...]</i>
	Applicable [Rate of Interest] [Reference Interest Rate] <i>Anwendbarer [Zinssatz][Referenz-Zinssatz]</i>	[If the Issuer elects to redeem the Notes, the [Rate of Interest][Reference Interest Rate] applicable from the last [Coupon Date] [Interest Payment Date] [determine other day] prior to the redemption date until (but excluding) the redemption date shall be the [Rate of Interest][Reference Interest Rate] applicable to the immediately preceding Interest Period.] <i>[Sofern sich die Emittentin für die Rückzahlung der Schuldverschreibungen entscheidet, gilt als [Zinssatz][Referenz-Zinssatz] ab dem letzten [Kupontermin][Zinszahlungstag][anderen Tag einfügen] vor dem Rückzahlungstag bis (ausgenommen) zum Rückzahlungstag der für die unmittelbar vorausgehende Zinslaufperiode geltende [Zinssatz][Referenz-Zinssatz].]</i>
☐	TARGET Business Day <i>TARGET-Geschäftstag</i>	

☐	Interest Determination Date	means the [[second] [insert other applicable number of days] [TARGET][,][and][insert all relevant financial centres] Business Day prior to the [commencement] of the relevant Interest Period.] [first day of the relevant Interest Period.] [•] Business Day prior to [the expiry] [the Coupon Date] of the relevant Interest Period]]
	Zinsfestlegungstag	bezeichnet den [[zweiten][zutreffende andere Zahl von Tagen einfügen] [TARGET][alle relevanten Finanzzentren einfügen] Geschäftstag vor [Beginn]der jeweiligen Zinsenlaufperiode.] [ersten Tag der relevanten Zinsenlaufperiode.] [[•] Geschäftstag vor [dem Ende][dem Kupontermin] der entsprechenden Zinsenlaufperiode.]]
CURRENCY, DENOMINATION, ISSUE DATE(S), FORM, CUSTODY (§ 2) WÄHRUNG, STÜCKELUNG, EMISSIONSTAG(E), VERBRIEFUNG, VERWAHRUNG (§ 2)		
	Series Serie	[] []
	Tranche Tranche	[] []
	Currency – Denomination – Issue Date(s) Währung – Stückelung – Emissionstag(e)	
	Specified Currency Festgelegte Währung	[] []
	Aggregate Principal Amount Gesamtnennbetrag	[] []
	Specified Denomination Festgelegte Stückelung	[] []
☐	Single Issue Einmalemission	
	Issue Date Emissionstag	[] []
☐	Open Issuance Period Daueremission	
	[Initial] Issue Date [Erst-]Emissionstag	[] []

	Form		
	Verbriefung		
☐	Global Note pursuant to Austrian Depot Gesetz <i>Sammelurkunde nach Österreichischem Depotgesetz</i>		
	☐	Changeable Global Certificate <i>Veränderbare Sammelurkunde</i>	[a] [global certificate[s] [Eine] [oder mehrere] Sammelurkunde[n]
	☐	Unchangeable Global Certificate <i>Unveränderbare Sammelurkunde</i>	[a] [global certificate[s] [Eine] [oder mehrere] Sammelurkunde[n]
☐	Global Note pursuant to German law <i>Globalurkunde nach deutschem Recht</i>		
	☐	TEFRA C <i>TEFRA C</i> Permanent Global Note <i>Dauerglobalurkunde</i>	
	☐	TEFRA D <i>TEFRA D</i> Temporary Global Note exchangeable for Permanent Global Note <i>Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde</i>	
	☐	Neither TEFRA D nor TEFRA C ¹² <i>Weder TEFRA D noch TEFRA C¹²</i>	
	☐	New Global Note (NGN) <i>New Global Note (NGN)</i>	
	☐	Classical Global Note (CGN) <i>Classical Global Note (CGN)</i>	
	Custody – Clearing System		
	Verwahrung – Clearing System		
☐	Notes kept in custody on behalf of the ICSDs <i>Schuldverschreibungen von einem ICSD verwahrt werden</i>		
	☐	Global Note is a NGN <i>Globalurkunde ist eine NGN</i>	
	☐	Global Note is a CGN <i>Globalurkunde ist eine CGN</i>	

¹² To be completed only if the Notes have an initial maturity of one year or less.
Nur ausfüllen bei Schuldverschreibungen mit einer ursprünglichen Laufzeit von einem Jahr oder weniger.

☐	Euroclear and CBL and Global Note is a NGN <i>Verwahrung bei Euroclear und CBL und Globalurkunde ist eine NGN</i>	[(Temporary)][/][(Permanent)] [(Vorläufige)][/][(Dauer-)]Globalurkunde]
☐	Deposited at the safe of the Issuer <i>Verwahrung im Tresor der Emittentin</i>	
☐	Deposited at OeKB CSD GmbH <i>Verwahrung bei der OeKB CSD GmbH</i>	
☐	Deposit at SIX SIS AG <i>Verwahrung bei SIX SIS AG</i>	
§ 3 Status § 3 Status		
☐	Ordinary Senior Notes <i>Gewöhnliche Nicht Nachrangige Schuldverschreibungen</i>	
☐	Subordinated Notes <i>Nachrangige Schuldverschreibungen</i>	[] []
☐	Covered Bank Bonds <i>Fundierte Bankschuldverschreibungen</i>	
	[Identification of Cover Pool <i>Bezeichnung des Deckungsstockes</i>	[] []
☐	Eligible Notes <i>Berücksichtigungsfähige Schuldverschreibungen</i>	
☐	Ordinary senior Eligible Notes <i>Gewöhnliche Nicht nachrangige Berücksichtigungsfähige Schuldverschreibungen</i>	
☐	Non-preferred senior Eligible Notes <i>Nicht bevorrechtigte nicht nachrangige Berücksichtigungsfähige Schuldverschreibungen</i>	
	Definition of Eligible Liabilities Instruments <i>Definition von Instrumenten Berücksichtigungsfähiger Verbindlichkeiten</i>	[[72b)][insert other relevant Article] CRR][and][[100(2)] [insert other relevant provision] BaSAG] [[72b)][anderen maßgeblichen Artikel einfügen] CRR][und][[100 Abs. 2][andere maßgebliche Vorschrift einfügen] BaSAG]

INTEREST (§ 4)		
ZINSEN (§ 4)		
☐	Fixed Rate Notes¹³ <i>Festzins-Schuldverschreibungen¹³</i>	
	[Rate of Interest; Interest Period[s]] <i>Zinssatz; Zinsenlaufperioden</i>	
	Interest Commencement Date <i>Verzinsungsbeginn</i>	[] []
	Coupon Date(s) <i>Kupontermin(e)</i>	[] []
	Frequency of interest payments <i>Häufigkeit der Zinsenzahlungen</i>	[annually] [semi-annually] [quarterly] [jährlich][halbjährlich] [vierteljährlich]
	Rate of Interest <i>Zinssatz</i>	[] per cent [<i>per annum</i>] [insert other period] []% [<i>per annum</i>] [anderen Zeitraum einfügen]
	Coupon Date[s], Interest Payment Date[s], Kupontermin[e], Zinsenzahlungstag[e]	
	[First] Coupon Date <i>[Erster] Kupontermin</i>	[] []
	[Last Coupon Date] [Maturity Date] <i>[Letzter Kupontermin] [Rückzahlungstag]</i>	[] []
	Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]
	[First][last] Interest Period <i>[Erste][letzte] Zinsenlaufperiode</i>	[short][long][Not applicable] [verkürzt][verlängert] [Nicht anwendbar]
	Day Count Fraction	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]

¹³ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

		Zinstagequotienten	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]]
☐	Step-up/Step-Down Fixed Rate Notes¹⁴ Step-Up/Step-Down Stufenzins-Schuldverschreibungen mit festen Zinssätzen¹⁴		
		[Rate of Interest and Coupon Dates] Zinssatz und Kupontermine	
		Rate of Interest for the [first] [insert applicable number] Interest Period[s] [Last] [Coupon Date] [Interest Payment Date] in this regard Zinssatz für die [erste] [anwendbare Zahl einfügen] Zinsenlaufperiode[n] [Letzter] diesbezüglicher [Kupontermin] [Zinsenzahlungstag]	[] per cent [per annum] [insert other period] [] []% [per annum] [anderen Zeitraum einfügen] []
		[insert provisions for further Interest Periods] [Bestimmungen für weitere Zinsenlaufperioden einfügen]	[] []
		Rate of Interest for the [last][insert applicable number] Interest Period[s] [Last] [Coupon Date] [Interest Payment Date] in this regard Zinssatz für die [letzte][anwendbare Zahl einfügen] Zinsenlaufperiode[n] [Letzter] diesbezüglicher [Kupontermin] [Zinsenzahlungstag]	[] per cent [per annum] [insert other period][] []% [per annum] [anderen Zeitraum einfügen] []
		[Coupon Date(s)] Kupontermin(e)]	[] []
		Frequency of interest payments Häufigkeit der Zinsenzahlungen	[annually] [semi-annually] [quarterly] [jährlich][halbjährlich] [vierteljährlich]
		Interest Commencement Date Verzinsungsbeginn	[] []
		First Coupon Date Erster Kupontermin	[] []
		Last Coupon Date Letzter Kupontermin	[] []

¹⁴ If not applicable, the following items may be deleted.
 Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

		First Interest Payment Date(s) <i>Erste(r) Zinsenzahlungstag(e)</i>	[] []
		Interest Periods <i>Zinsenlaufperioden</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
		Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]
		[First][last] Interest Period <i>[Erste][letzte] Zinsenlaufperiode</i>	[short][long] [verkürzt][verlängert]
		Day Count Fraction <i>Zinstagequotienten</i>	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] [Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]]
☐	Fixed-to-Fixed Rate Notes¹⁵ <i>Fest-zu-Fest verzinsliche Schuldverschreibungen¹⁵</i>		
		[Rate of Interest and Coupon Dates] <i>Zinssatz und Kupontermine</i>	
		Interest Commencement Date <i>Verzinsungsbeginn</i>	[] []
	(a)	Initial Interest Rate <i>Ursprungszinssatz</i>	

¹⁵ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

		Interest Rate for the [●] Interest Period[s] <i>Zinssatz während der [●] Zinsenlaufperiode[n]</i>	[Not applicable][●] [[[Reference Swap Rate]] per cent [per annum] [insert other period]] <i>[Nicht anwendbar][●]</i> [[[Referenz-Swapsatz]]% [per annum] [anderen Zeitraum einfügen]]
		Margin Marge	[Not applicable] <i>[Nicht anwendbar]</i>
	☐	flat <i>keine</i>	
	☐	plus <i>zuzüglich</i>	[] percentage points [for the [●] Interest Period] [insert further] [] Prozentpunkte [für die [●] Zinsenlaufperiode] [weitere einfügen]
	☐	minus <i>abzüglich</i>	[] percentage points [for the [●] Interest Period] [insert further] [] Prozentpunkte [für die [●] Zinsenlaufperiode] [weitere einfügen]
		Day Count Fraction <i>Zinstagequotienten</i>	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] [Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]

		First day of [●] Interest Period ([●] Coupon Date / [●] Interest Payment Date) <i>Erster Tag der [●] Zinsenlaufperiode ([●] Kupontermin / [●] Zinsenzahlungstag)</i>	[] []
		Coupon Date <i>Kupontermin</i>	[Not Applicable] [insert number] [insert date] [Nicht anwendbar] [Zahl einfügen] [Datum einfügen]
		Frequency of interest payments <i>Häufigkeit der Zinsenzahlungen</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
		Last [Coupon] [Interest Payment] Date of last Interest Period with [●] Interest Rate <i>Letzter [Kupontermin] [Zinsenzahlungstag] der letzten Zinsenperiode mit dem [●] Zinssatz</i>	[] []
	☒	Last Interest Rate <i>Letzter Zinssatz</i>	
		Interest Rate for the last Interest Period(s) <i>Zinssatz während der letzten Zinsenlaufperiode(n)</i>	[●] [Reference Swap Rate] per cent [[per annum] [insert other period]] [●] [Referenz Swapsatz]% [[per annum] [anderen Zeitraum einfügen]]
		Margin <i>Marge</i>	[Not applicable] [Nicht anwendbar]
	☐	flat <i>keine</i>	
	☐	plus <i>zuzüglich</i>	[] percentage points [for the [●] Interest Period] [insert further] [] Prozentpunkte [für die [●] Zinsenlaufperiode] [weitere einfügen]
	☐	minus <i>abzüglich</i>	[] percentage points [for the [●] Interest Period] [insert further] [] Prozentpunkte [für die [●] Zinsenlaufperiode] [weitere einfügen]

		Notification of Rate of Interest <i>Mitteilung von Zinssatz</i>	
		Notification to <i>Benachrichtigung an</i>	[Clearing System] [Paying Agent(s)][Stock Exchange(s)] [Clearing System] [Zahlstelle(n)][Börse(n)]
		Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the relevant Interest Period] [first day of relevant Interest Period][insert other date] [[zweiter] [●] Ge- schäftstag vor Beginn der jeweiligen Zinsen- laufperiode] [erster Tag der jeweiligen Zinsen- laufperiode] [anderen Zeitpunkt einfügen]]
☐		Floating Rate Notes¹⁶ <i>Variabel verzinsliche Schuldverschreibungen¹⁶</i>	
		[Coupon Dates, Interest Payment Dates <i>Kupontermine, Zinsenzahlungstage</i>	
		Interest Commencement Date <i>Verzinsungsbeginn</i>	[] []
		Frequency of interest payments <i>Häufigkeit der Zinsenzahlung</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
		Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]
		Coupon Date(s) <i>Kupontermin(e)</i>	[annually] [semi-annually] [quarterly] [insert Coupon Dates] [jährlich] [halbjährlich] [vierteljährlich] [Kupontermine einfügen]
		[First] Coupon Date <i>[Erster] Kupontermin</i>	[] []

¹⁶ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

		[Last Coupon Date] <i>[Letzter Kupontermin]</i>	[] <i>[]</i>
		[First][last][short][long] Interest Period <i>[Erste][letzte][verkürzte][verlängerte] Zinsenlaufperiode</i>	[Not Applicable] [] <i>[Nicht anwendbar] []</i>
		[Interpolation] <i>Interpolation</i>	[Applicable] [Not Applicable] <i>[Anwendbar][Nicht anwendbar]</i>
		Rate of Interest Zinssatz	
	☐	Reference Interest Rate <i>Referenz-Zinssatz</i>	
		[Reference Interest Rate at least 0.00 per cent p.a. <i>Referenzzinssatz mindestens 0,00% p.a.</i>	Yes <i>Ja</i>
		[Multiplication with a factor] <i>Multiplikation mit einem Faktor</i>	[positive][negative] Factor [and subsequently] <i>[positiven] [negativen] Faktor [und danach]</i>
		[Factor <i>Faktor</i>	[•] <i>[•]</i>
		[Margin <i>Marge</i>	[•] <i>[•]</i>
	☐	Reference CMS Rate <i>Referenz-CMS-Satz</i>	[] <i>[]</i>
		[Factor <i>Faktor</i>	[] <i>[]</i>
		[Margin <i>Marge</i>	[] <i>[]</i>
		Formula	[Min][Max] [{}][Max][Min] [(][[•]-year(s) [insert relevant currency] CMS [* insert factor] [-] [+] [[•]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin][)]]; [([[•]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[•]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin][)]]; [([[•]-year(s) [insert

		Formel	relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) insert relevant currency] CMS [* Factor]] [+][-][Margin] []] } [Min][Max] [{}][Max][Min] [(][[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][])] ; [([●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge][])]] ; [([●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-][Marge] []] }
	☐	Formula / Reference Rate Formel / Referenzwert	
	☐	[Dual-]Digital Notes [Duale-]Digitale Schuldverschreibungen	
	☐	[Dual-]Range Accrual Notes [Duale-]Range Accrual Schuldverschreibungen	
		Specified Interest Rate Festgelegter Zinssatz	[] per cent p.a. [] % p.a.
		["N"	number of [calendar days][R-Business Days] in the relevant Interest Period, on which the Reference Rate [1] is [[below][above][or][equal to] the Digital Minimum [1]] [and][or] [[below] [above][or][equal to] the Digital Maximum

		"N"	[1]] [and Reference Rate 2 is [[below][above][or][equal to] the Digital Minimum 2] [and][or] [[below] [above][or][equal to] the Digital Maximum 2]], as defined in the table below for each Interest Period. Anzahl von [Kalendertagen] [R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode, an welchen der Referenzwert [1] [[unter][über][oder] [gleich] der Digital-Untergrenze [1]] [und] [oder] [[unter][über] [oder] [gleich] der Digital-Obergrenze [1]] [und Referenzwert 2 ist [[unter][über][oder] [gleich] der Digital-Untergrenze [2] [und] [oder] [[unter][über][oder] [gleich] der Digital-Obergrenze [2]], wie in nachfolgender Tabelle für jede Zinsenlaufperiode definiert, liegt.]
		["T"¹⁷ "T"¹⁷	is the actual number of [calendar days][R-Business days] in the relevant Interest Period.] ist die tatsächliche Anzahl von [Kalendertagen][R-Geschäftstagen] in der jeweiligen Zinsenlaufperiode.]]
		"R-Business Day"	means any day (other than a Saturday or a Sunday) on which [the Clearing System] [if the Specified Currency is EUR or if TARGET is needed for other reasons insert: [as well as] the Trans-European

¹⁷ Only applicable, in case of Range Accrual Notes.
Nur anwendbar, im Falle von Range Accrual Schuldverschreibungen.

		"R-Geschäftstag"	Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET")) [is][are] operational] if the Specified Currency is not EUR or if needed for other reasons insert: [and] commercial banks and foreign exchange markets settle payments in [all relevant financial centres].] bezeichnet einen Tag (außer einen Samstag oder Sonntag), an dem [das Clearing System] [falls die Festgelegte Währung EUR ist oder TARGET aus einem anderen Grund benötigt wird, einfügen: [sowie] das Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit [ist] [sind] [falls die Festgelegte Währung nicht EUR ist, oder falls aus anderen Gründen erforderlich, einfügen: [und] Ge- schäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren einfügen] Zahlungen abwickeln.]]
		[In case of [Dual-]Range Accrual Notes insert: Cut-off days:	With regard to any [calendar days][R- Business Days] after the Reference Cut-Off Day of the relevant Interest Period the Reference Rate [1 and Reference Rate 2] of the Reference Cut-Off Day appl[y][ies]. The Reference Cut-Off Day corresponds to the [second] [●] R-Business Day preceding the

							Digital-Untergrenze 2] [und] [oder] [[über][unter] [oder] [gleich] der Digital- Obergrenze 2] am Referenzwert-Fest- stellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.]
Interest Period	Specified Interest Rate in per cent. p.a.	[Digital Minimum [1]]	[Digital Maximum [1]]	[Digital Minimum 2]	[Digital Maximum 2]	[Margin]	
From (and including) [insert date] until [but excluding] [insert date]							
From (and including) [insert date] until [but excluding] [insert date]							
Zinsenlauf- periode	Festgelegter Zinssatz in % p.a.	[Digital Untergrenze [1]]	[Digital Obergrenze [1]]	[Digital Untergrenze 2]	[Digital Obergrenze 2]	[Marge]	
Von (ein- schließlich) [Datum einfügen] bis aus- schließlich [Datum einfügen]							
Von (ein- schließlich) [Datum einfügen] bis aus- schließlich [Datum einfügen]							
Reference Rate [1]							
		[" Digital Minimum [1] " means the minimum specified in the table above for the Reference Rate [1] per Interest Period.] [" Digital-Untergrenze [1] " bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je				[Applicable][Not applicabe] [Anwendbar][Nicht anwendbar]	

		Zinsenlaufperiode.]	
		[" Digital Maximum [1] " means the maximum specified in the table above for the Reference Rate [1] per Interest Period.]	
		[" Digital-Obergrenze [1] " bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.]	
		[Reference Rate 2	
		["Digital Minimum 2" means the minimum specified in the table above for the Reference Rate 2 per Interest Period.] ["Digital-Untergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.] ["Digital Maximum 2" means the maximum specified in the table above for the Reference Rate 2 per Interest Period.] ["Digital-Obergrenze 2" bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.]]	
		Reference Rate [1] Referenzwert [1]	[Reference Interest Rate [1]] [Reference CMS Rate [1]] [Reference Exchange Rate [1]] [Referenz Zinssatz [1]] [Referenz CMS-Satz [1]] [Referenz-Wechselkurs [1]]
		[Reference Interest Rate at least 0.00 per cent p.a. Referenzzinssatz mindestens 0,00% p.a.	Yes Ja]
		Reference Rate Determination Date Referenzwert-Feststellungstag	[] []
		[Short][Long][first Floating Interest Period] [Kurze][Lange][erste Zinsenlaufperiode] [Short][Long][last Floating Interest Period] [Kurze][Lange][letzte Zinsenlaufperiode]	
		Reference Rate 2 Referenzwert 2	[Reference Interest Rate 2] [Reference CMS Rate 2] [Reference Exchange Rate 2] [Referenz Zinssatz 2] [Referenz CMS-Satz 2] [Referenz-Wechselkurs 2]
		[Reference Interest Rate at least 0.00 per cent p.a. Referenzzinssatz mindestens 0,00% p.a.	Yes Ja]
		Reference Rate Determination Date	[]

		Referenzwert-Feststellungstag	[]
		[Short][Long][first Floating Interest Period] [Kurze][Lange][erste Zinsenlaufperiode] [Short][Long][last Floating Interest Period] [Kurze][Lange][letzte Zinsenlaufperiode]	
	☐	HICP HVPI	
		Formula Formel	[insert Formula] [Formel einsetzen]
		Reference period(t) Bezugszeitraum (t)	[] []
		Reference period(t-1) Bezugszeitraum (t-1)	[] []
		[Reduction Abschlag	[•] [•]]
		[Surcharge Zuschlag	[] []]
		[Value Wert	[] []]
		[Factor Faktor	[] []]
		[Margin Marge	[] []]
		Fallback provisions (other than specified in the Terms and Conditions) Feststellungsmethoden für Basiswerte (andere als die in den Anleihebedingungen definierten)	[insert fallback provisions][Not Applicable] [Feststellungsmethode einfügen][Nicht anwendbar]
		Interest Period Zinsenlaufperiode	
	☐	three months drei Monate	
	☐	six months sechs Monate	
	☐	twelve months	

		zwölf Monate	
	☐	Other Period <i>Andere Periode</i>	[] []
		Minimum and Maximum Rate of Interest <i>Mindest- und Höchstzinssatz</i>	
	☐	Minimum Rate of Interest (<i>Floor</i>) [for the [first] [●] Interest Period] <i>Mindestzinssatz (Floor) [für die [erste] [●] Zinsenlaufperiode]</i>	[] per cent <i>per annum</i> [] % per annum
	☐	Maximum Rate of Interest (<i>Cap</i>) [for the [first] [●] Interest Period] <i>Höchstzinssatz (Cap) [für die [erste] [●] Zinsenlaufperiode]</i>	[] per cent <i>per annum</i> [] % per annum
		Interest Amount <i>Zinsbetrag</i>	
	☐	Outstanding aggregate principal amount <i>Ausstehender Gesamtnennbetrag</i>	
	☐	Specified denomination <i>Festgelegte Stückelung</i>	
		Notification of Rate of Interest and Interest Amount <i>Mitteilung von Zinssatz und Zinsbetrag</i>	
	☐	Interest determination in advance <i>Zinsfestlegung im Vorhinein</i>	
		Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] [Clearing System] [Zahlstelle(n)][Börse(n)]
		Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the relevant Interest Period] [first day of relevant Interest Period][insert other date] [[zweiter] [●] Geschäfts-tag vor Beginn der jeweiligen Zinsenlauf-periode] [erster Tag der jeweiligen Zinsenlauf-periode] [anderen Zeitpunkt einfügen]
	☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] [Website] [Zeitung]

	☐	Interest determination in arrears <i>Zinsfestlegung im Nachhinein</i>	
		Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] <i>[Clearing System][Zahlstelle(n)][Börse(n)]</i>
		Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the [relevant] Interest Period] [first day of [relevant] Interest Period][insert other date] <i>[[zweiter] [●] Geschäfts-tag vor Beginn der [jeweiligen] Zinsenlauf-periode] [erster Tag der [jeweiligen] Zinsenlauf-periode][anderen Zeitpunkt einfügen]</i>
	☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] <i>[Website] [Zeitung]</i>
		Day Count Fraction <i>Zinstagequotienten</i>	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] <i>[Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]</i>

☐	Fixed to [Fixed to] Floating Rate Notes¹⁸ Fest zu [Fest zu] Variabel verzinsliche Schuldverschreibungen¹⁸	
	[Fixed Interest] Feste Verzinsung	
(1) a)	Fixed Rate[s] of Interest <i>[Festzinssatz][Festzinssätze]</i>	[] per cent [<i>per annum</i>] [insert other period] [If applicable, insert Fixed Rate(s) of Interest for each Interest Period] []% [<i>per annum</i>] [anderen Zeitraum einfügen] [Sofern anwendbar, Festzinssatz/Festzinssätze für jede Zinsenperiode angeben]
	Interest Commencement Date <i>Verzinsungsbeginn</i>	[] []
	Fixed Coupon Date(s) <i>Festkupontermin(e)</i>	[] []
	Frequency of interest payments <i>Häufigkeit der Zinsenzahlungen</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
(1) b)	[First] Fixed Coupon Date <i>[Erster] Festkupontermin</i>	[] []
	[Last Fixed Coupon Date] <i>[Letzter Festkupontermin]</i>	[] []
	Interest Exchange Day <i>Zinsenwechseltag</i>	
	Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]

¹⁸ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

(2)	Floating Interest Variable Verzinsung		
a)	Interest <i>Verzinsung</i>		[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
	Adjustment of Floating Interest Periods <i>Anpassung der Variablen Zinsenlaufperioden</i>		[Yes][No] [Ja][Nein]
	Day Count Fraction <i>Zinstagequotienten</i>		[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] [Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]
	Business Day Convention Geschäftstagskonvention		
☐	Modified Following Business Day Convention <i>Modifizierte folgende Geschäftstagskonvention</i>		[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
☐	FRN Convention (specify period(s)) <i>FRN Konvention (Zeitraum angeben)</i>	[] [months/other – specify] [] [Monate/andere – angeben]	[insert applicable Interest Periods] [anwendbare Zinsenlauf-perioden einfügen]
☐	Following Business Day Convention <i>Folgende Geschäftstagskonvention</i>		[insert applicable Interest Periods] [anwendbare Zinsenlauf-perioden einfügen]
☐	Preceding Business Day Convention <i>Vorangegangene Geschäftstagskonvention</i>		[insert applicable Interest Periods] [anwendbare Zinsenlauf-perioden einfügen]

			einfügen]
	☐	Frequency of interest payments <i>Häufigkeit der Zinsenzahlung</i>	[annually] [semi-annually] [quarterly] [insert Floating Coupon Dates] [jährlich] [halbjährlich] [vierteljährlich] [Variable Kupontermine einfügen]
	b)	[First] Floating Coupon Date <i>[Erster] Variabler Kupontermin</i>	[] []
		[Last Floating Coupon Date] <i>[Letzter Variabler Kupontermin]</i>	[] []
	c)	[First] [last] [short] [long] Floating Interest Period <i>[Erste] [letzte] [verkürzte] [verlängerte] Variable Zinsenlaufperiode</i>	[Not Applicable] [] <i>[Nicht anwendbar] []</i>
		[Interpolation <i>Interpolation</i>	[Applicable] [Not Applicable] <i>[Anwendbar] [Nicht anwendbar]]</i>
	☐	Reference Interest Rate <i>Referenz-Zinssatz</i>	
		[Reference Interest Rate at least 0.00 per cent p.a. <i>Referenzzinssatz mindestens 0,00% p.a.</i>	Yes <i>Ja]</i>
	☐	Factor <i>Faktor</i>	[for the [first] [[•]] Interest Period] as [+][-] [insert number] [insert further] <i>[für die [erste] [•] Zinsenlaufperiode] mit [+][-] [Zahl einfügen] [weitere einfügen]</i>
	☐	Margin <i>Marge</i>	[for the [first] [•] Interest Period] as [•] [for the [•] Interest Period] as [•]] [insert further] <i>[für die [erste] [•] Zinsenlaufperiode] mit [•] [für die [•] Zinsenlaufperiode mit [•]] [weitere einfügen]</i>
	☐	Reference CMS Rate <i>Referenz-CMS-Satz</i>	
	☐	Formula	[Min][Max] [{][Max][Min] [(][[•]-year(s) [insert

		Formel	relevant currency] CMS [* insert factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin[])] [; [([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin[])] [; [([[●]-year(s) [insert relevant currency] CMS [* Factor]] [-] [+] [[●]-year(s) [insert relevant currency] CMS [* Factor]] [+] [-] [Margin []] }} [Min][Max] [{][Max][Min] [([([([●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge[])] [; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge[])] [; [([[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge []] }}
		[Factor Faktor	[] []]
		[Margin Marge	[] []]
	☐	[Dual-]Digital Notes	

		[Im Fall von Digitalen Schuldverschreibungen einfügen: "N"				[1]] [and Reference Rate 2 is [[above] [below] [or] [equal to] the Digital Minimum 2] [and][or] [[above] [below] [or] [equal to] the Digital Maximum 2]] on the Reference Rate Determination Date. Otherwise, N has a value of 0.] hat in der jeweiligen Zinsenlaufperiode einen Wert von 1, wenn der Referenzwert [1] [[über] [unter]][oder] [gleich] der Digital-Untergrenze [1]] [und][oder] [[über] [unter] [oder] [gleich] der Digital-Obergrenze [1]] [und Referenzwert[2] [[über][unter] [oder] [gleich] der Digital-Untergrenze 2] [und][oder] [[über] [unter] [oder] [gleich] der Digital-Obergrenze 2] am Referenzwert-Feststellungstag festgestellt wird. Andernfalls hat N einen Wert von 0.]
Interest Period	Specified Interest Rate in per cent. p.a.	[Digital Minimum [1]]	[Digital Maximum [1]]	[Digital Minimum 2]	[Digital Maximum 2]	[Margin]
From (and including) [insert date] until [but excluding] [insert date]						
From (and including) [insert date] until [but excluding] [insert date]						
Zinsenlaufperiode	Festgelegter Zinssatz in % p.a.	[Digital Untergrenze [1]]	[Digital Obergrenze [1]]	[Digital Untergrenze 2]	[Digital Obergrenze 2]	[Marge]

Von (einschließlich) [Datum einfügen] bis ausschließlich [Datum einfügen]						
Von (einschließlich) [Datum einfügen] bis ausschließlich [Datum einfügen]						
	Reference Rate [1]					
		[" Digital Minimum [1] " means the minimum specified in the table above for the Reference Rate [1] per Interest Period.] [" Digital-Untergrenze [1] " bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert [1] je Zinsenlaufperiode.] [" Digital Maximum [1] " means the maximum specified in the table above for the Reference Rate [1] per Interest Period.] [" Digital-Obergrenze [1] " bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert [1] je Zinsenlaufperiode.]				[Applicable][Not applicalbe][[Anwendbar][Nicht anwendbar]
	[Reference Rate 2					
		[" Digital Minimum 2 " means the minimum specified in the table above for the Reference Rate 2 per Interest Period.] [" Digital-Untergrenze 2 " bezeichnet die in der angeführten Tabelle angegebene Untergrenze für den Referenzwert 2 je Zinsenlaufperiode.] [" Digital Maximum 2 " means the maximum specified in the table above for the Reference Rate 2 per Interest Period.] [" Digital-Obergrenze 2 " bezeichnet die in der angeführten Tabelle angegebene Obergrenze für den Referenzwert 2 je Zinsenlaufperiode.]]				
		Reference Rate 				

☐	HICP <i>HVPI</i>	
	Formula <i>Formel</i>	[insert Formula] <i>[Formel einfügen]</i>
	Reduction <i>Abschlag</i>	[Not Applicable] [+] [-] [insert Reduction] <i>[Nicht anwendbar] [+] [-]</i> [Abschlag einfügen]
	Surcharge <i>Zuschlag</i>	[Not Applicable] [+] [-] [insert Surcharge] <i>[Nicht anwendbar] [+] [-]</i> [Zuschlag einfügen]
	Value <i>Wert</i>	[Not Applicable] [insert Value] <i>[Nicht anwendbar]</i> [Value einfügen]
	[Factor <i>Faktor</i>	[] <i>[]</i>
	[Margin <i>Marge</i>	[] <i>[]</i>
	Fallback provisions (other than specified in the Terms and Conditions) <i>Feststellungsmethoden für Basiswerte (andere als die in den Emissionsbedingung definierten)</i>	[insert fallback provisions] [Not Applicable] <i>[Feststellungsmethode einfügen]</i> [Nicht anwendbar]
	Interest Period <i>Zinsenlaufperiode</i>	
☐	three months <i>drei Monate</i>	
☐	six months <i>sechs Monate</i>	
☐	twelve months <i>zwölf Monate</i>	
☐	Other Period <i>Sonstige Periode</i>	[] <i>[]</i>

		Margin Marge	
	☐	flat keine	
	☐	plus zuzüglich	[●] [percentage points] [for the [first] [●] Interest Period] [insert further] [●][Prozentpunkte] [für die [erste] [●] Zinsenlaufperiode] [weitere einfügen]
☐		minus abzüglich	[●] [percentage points] [for the [first] [●] Interest Period] [insert further] [●] [Prozentpunkte] [für die [erste] [●] Zinsenlaufperiode] [weitere einfügen]
		Factor	[Not Applicable] [+][-] [insert Factor] [for the [first] [●] Interest Period] [insert further]
		Faktor	[Nicht anwendbar] [+] [-][für die [erste] [●] Zinsenlaufperiode] [Faktor einfügen] [weitere einfügen]
		Minimum and Maximum Rate of Interest Mindest- und Höchstzinssatz	
	☐	Minimum Rate of Interest (<i>Floor</i>) [for [first] [●] Interest Period] <i>Mindestzinssatz (Floor)</i> [für die [erste] [●] Zinsenlaufperiode]	[] per cent <i>per annum</i> []% per annum
	☐	Maximum Rate of Interest (<i>Cap</i>) [for [first] [●] Interest Period] <i>Höchstzinssatz (Cap)</i> [für die [erste] [●] Zinsenlaufperiode]	[] per cent <i>per annum</i> []% per annum
		Notification of Rate of Interest and Interest Amount Mitteilung von Zinssatz und Zinsenbetrag	
	☐	Interest determination in advance <i>Zinsfestlegung im Vorhinein</i>	
		Notification to	[Clearing System][Paying Agent(s)][Stock Exchange(s)]

			<i>Benachrichtigung an</i> Date of notification <i>Benachrichtigungszeitpunkt</i>	[Clearing System] [Zahlstelle(n)][Börse(n)] [[second] [●] Business Day prior to the relevant Interest Period] [first day of relevant Interest Period][insert other date] [[zweiter] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [erster Tag der jeweiligen Zinsenlaufperiode] [anderer Zeitpunkt einfügen]
		☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] [Website] [Zeitung]
	☐		Interest determination in arrears <i>Zinsfestlegung im Nachhinein</i>	
			Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] [Clearing System] [Zahlstelle(n)][Börse(n)]
			Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the expiry of relevant Interest Period] [second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date of the relevant Interest Period][insert other date] [[zweiter] [●] Geschäftstag vor Ablauf der jeweiligen Zinsenlaufperiode] [zweiter] [●] Geschäftstag vor dem [Kupontermin][Zinszahlungstag] der jeweiligen Zinsenlaufperiode] [anderen Zeitpunkt einfügen]

	☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] [Website] [Zeitung]]
☐	Floating to Fixed Rate Notes²⁰ Variabel zu Fest verzinsliche Schuldverschreibungen²⁰		
		[Floating Interest Rate] Variabler Zinssatz	
		Interest Commencement Date <i>Verzinsungsbeginn</i>	[] []
		Frequency of interest payments <i>Häufigkeit der Zinsenzahlung</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
		Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]
		Day Count Fraction <i>Zinstagequotienten</i>	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] [Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]

²⁰ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

	Business Day Convention Geschäftstagskonvention		
	☐	Modified Following Business Day Convention <i>Modifizierte folgende Geschäftstagskonvention</i>	[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
	☐	FRN Convention (specify period(s)) [] [months/other – specify]	[insert applicable Interest Periods]
		FRN Konvention (Zeitraum angeben) [] [Monate/andere – angeben]	[anwendbare Zinsenlaufperioden einfügen]
	☐	Following Business Day Convention <i>Folgende Geschäftstagskonvention</i>	[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
	☐	Preceding Business Day Convention <i>Vorangegangene Geschäftstagskonvention</i>	[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
		Floating Coupon Dates <i>Variable Kupontermine</i>	[annually] [semi-annually] [quarterly] [insert Floating Coupon Dates] [jährlich] [halbjährlich] [vierteljährlich] [Variable Kupontermine einfügen]
		Interest Exchange Day <i>Zinsenwechseltag</i>	[] []
		[First] Floating Coupon Date <i>[Erster] Variabler Kupontermin</i>	[] []
		[Last Floating Coupon Date] <i>[Letzter Variabler Kupontermin]</i>	[] []
		[First] [last] [short] [extended] Floating Interest Period <i>[Erste] [letzte] [verkürzte] [verlängerte] Variable Zinsenlaufperiode</i>	[Not Applicable] [] [Nicht anwendbar] []
		[Interpolation] <i>Interpolation</i>	[Applicable] [Not Applicable] [Anwendbar] [Nicht anwendbar]]

			Währung einfü-gen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-] [Marge]])]]; [([[●]-Jahres [maßgeb- liche Währung einfü- gen] CMS [* Faktor]] [-] [+] [[●]-Jahres [maßgebliche Währung einfügen] CMS [* Faktor]] [+] [-][Marge [])]}
	☐	HICP HVPI	
		Formula Formel	100 + Max [{(HICP(t) – HICP(t-1))/HICP(t-1) [*100] [* Faktor] [+] [-] [Surcharge] [Reduction] }]; 0] 100 + Max [{(HVPI(t) – HVPI(t-1))/HVPI(t-1) [*100] [* Faktor] [+] [-] } [Zuschlag] [Abschlag] }]; 0]
		Reference period(t) Bezugszeitraum (t)	[] []
		Reference period(t-1) Bezugszeitraum (t-1)	[] []
		Reduction Abschlag	[Not Applicable] [+] [-] [insert Reduction] [Nicht anwendbar] [+] [-] [Abschlag einfügen]
		Surcharge Zuschlag	[Not Applicable] [+] [-] [insert Surcharge] [Nicht anwendbar] [+] [-] [Zuschlag einfügen]
		Value Wert	[Not Applicable] [insert Value] [Nicht anwendbar] [Value einfügen]

		[Factor <i>Faktor</i>	[] []]
		[Margin <i>Marge</i>	[] []]
		Fallback provisions (other than specified in the Terms and Conditions) <i>Feststellungsmethoden für Basiswerte (andere als die in den Emissionsbedingung definierten)</i>	[insert fallback provisions] [Not Applicable] [Feststellungsmethode einfügen] [Nicht anwendbar]
		Floating Interest Period <i>Variable Zinsenlaufperiode</i>	
	☐	three months <i>drei Monate</i>	
	☐	six months <i>sechs Monate</i>	
	☐	twelve months <i>zwölf Monate</i>	
	☐	Other <i>Sonstige</i>	[] []]
		Margin <i>Marge</i>	
	☐	flat <i>keine</i>	
	☐	plus <i>zuzüglich</i>	[•] [percentage points] [for the [first] [•] Interest Period] [insert further] [•][Prozentpunkte] [für die [erste] [•] Zinsenlaufperiode] [weitere einfügen]
	☐	minus <i>abzüglich</i>	[•] [percentage points] [for the [first] [•] Interest Period] [insert further] [•] [Prozentpunkte] [für die [erste] [•] Zinsenlaufperiode] [weitere einfügen]

		Factor <i>Faktor</i>	[Not Applicable] [+] [-] [insert Factor] [for the [first] [●] Interest Period] [insert further] [Nicht anwendbar] [+] [-] [für die [erste] [●] Zinsenlaufperiode] [Faktor einfügen] [weitere einfügen]
		Minimum and Maximum Rate of Interest <i>Mindest- und Höchstzinssatz</i>	
		Minimum Rate of Interest (<i>Floor</i>) [for [first] [●] Interest Period] <i>Mindestzinssatz (Floor) [für die [erste] [●] Zinsenlaufperiode]</i>	[] per cent <i>per annum</i> [] % per annum
		Maximum Rate of Interest (<i>Cap</i>) [for [first] [●] Interest Period] <i>Höchstzinssatz (Cap) [für die [erste] [●] Zinsenlaufperiode]</i>	[] per cent <i>per annum</i> [] % per annum
		Interest Amount <i>Zinsbetrag</i>	
	☐	Outstanding aggregate principal amount <i>Ausstehender Gesamtnennbetrag</i>	
	☐	Specified denomination <i>Festgelegte Stückelung</i>	
		Notification of Rate of Interest and Interest Amount <i>Mitteilung von Zinssatz und Zinsbetrag</i>	
	☐	Interest determination in advance <i>Zinsfestlegung im Vorhinein</i>	
		Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] [Clearing System] [Zahlstelle(n)] [Börse(n)]
		Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second][●] Business Day prior to the relevant Interest Period] [first day of relevant Interest Period][insert other date] [[zweiter][●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [erster Tag der

				jeweiligen Zinsen- laufperiode] [anderer Zeitpunkt einfügen]
		☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication	[website] [newspaper]
			<i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[Website] [Zeitung]
		☐	Interest determination in arrears <i>Zinsfestlegung im Nachhinein</i>	
			Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] <i>[Clearing System] [Zahlstelle(n)] [Börse(n)]</i>
			Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the expiry of relevant Interest Period] [second] [●] Business Day prior to the [Coupon Date] [Interest Payment Date of the relevant Interest Period][insert other date] <i>[[zweiter][●] Geschäftstag vor Ablauf der jeweiligen Zinsen- laufperiode] [zweiter] [●]Geschäftstag vor dem [Kupontermin] [Zinsen- zahlungstag] der jeweiligen Zinsenlauf- periode] [anderer Zeitpunkt einfügen]</i>
		☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] <i>[Website] [Zeitung]</i>
			Fixed Interest <i>Festzinssatz</i>	
			Fixed Rate of Interest <i>Festzinssatz</i>	[] per cent [per annum] [insert other period] []% [per annum] [anderen Zeitraum einfügen]

		Interest Commencement Date <i>Verzinsungsbeginn</i>	[]
		Fixed Coupon Date(s) <i>Fest Kupontermin(e)</i>	[]
		Frequency of interest payments <i>Häufigkeit der Zinsenzahlung</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
		[First] Fixed Coupon Date <i>[Erster] Festkupontermin</i>	[] []
		[Last Fixed Coupon Date] <i>[Letzter Festkupontermin]</i>	[] []
		Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]
		Day Count Fraction <i>Zinstagequotienten</i>	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] [Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]
		Business Day Convention <i>Geschäftstagskonvention</i>	
	☐	Modified Following Business Day Convention	[insert applicable Interest Periods]
	☐	<i>Modifizierte folgende Geschäftstagskonvention</i>	[anwendbare Zinsenlaufperioden einfügen]

☐	FRN Convention (specify period(s)) <i>FRN Konvention (Zeitraum angeben)</i>	[] [months/other – specify] [] [Monate/andere – angeben]	[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
☐	Following Business Day Convention <i>Folgende Geschäftstagskonvention</i>		[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
☐	Preceding Business Day Convention <i>Vorangegangene Geschäftstagskonvention</i>		[insert applicable Interest Periods] [anwendbare Zinsenlaufperioden einfügen]
	Interest Payment Date preceding the Maturity Date <i>Zinsenzahlungstag, der dem Rückzahlungstag vorangeht</i>	[] []	
	[First][last][short][long] Fixed Interest Period [Erste][letzte][verkürzte][verlängerte] Festzinsenlaufperiode	[Not Applicable] [] [Nicht anwendbar] []	
☐	Zero Coupon Notes²¹ Nullkupon-Schuldverschreibungen²¹		
	[[Different] Amortisation Yield(s)] [Unterschiedliche] Emissionsrendite(n)]	[Not Applicable] [Insert applicable provisions] [Nicht anwendbar] [relevante Bestimmungen einfügen]]	
[Continuation of general term and conditions for interest] [Fortsetzung allgemeine Bestimmungen für Verzinsung]			
Day Count Fraction			[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]

²¹ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

Zinstagequotienten		[Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]
Accrual of Interest and Default Interest Zinsenlauf und Verzugszinsen		
	[Covered Bank Bonds whose term shall be extended in case the Issuer does not pay the outstanding aggregate principal amount on the Maturity Date] <i>Fundierte Bankschuldverschreibungen, deren Laufzeit sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert</i>	[yes] [no] [ja] [nein]
	☐ Principal amount <i>Nennbetrag</i>	
	☐ Redemption amount <i>Rückzahlungsbetrag</i>	
PAYMENTS (§ 5) ZAHLUNGEN (§ 5)		
	Recipient of payments <i>Zahlungsempfänger</i>	[Clearing System][Paying Agent][depository bank] <i>[Clearing System][Zahlstelle][depotführende Bank]</i>
	Against surrender of Global Note / Certificate <i>Gegen Einreichung der Globalurkunde / Sammelurkunde</i>	[Applicable][Not applicable] <i>[Anwendbar][Nicht anwendbar]</i>
	Notes not denominated in Euro and not denominated in Renminbi <i>Schuldverschreibungen, die nicht auf Euro oder Renminbi lauten</i>	[Applicable][Not applicable] <i>[Anwendbar][Nicht anwendbar]</i>
	Discharge by payment to [, or to the order of, the Clearing System] [the Paying Agent] [the depository bank] <i>Erfüllung durch Leistung an das [Clearing System oder dessen Order] [an die Zahlstelle] [an die depotführende Bank]</i>	[Yes][No] <i>[Ja][Nein]</i>

	Payment Business Day		
	Zahltag		
	☐	Business Day (as defined in § 1) <i>Geschäftstag (wie in § 1 definiert)</i>	
	☐	Other Payment Business Day <i>Anderer Zahltag</i>	[] []
	☐	Clearing System	
	☐	TARGET	
	☐	Other (specify all relevant financial centres) <i>Sonstige (sämtliche relevanten Finanzzentren angeben)</i>	[] []
		Specified Currency is Renminbi <i>Festgelegte Währung ist Renminbi</i>	[Yes][No] [Ja][Nein]
	Business Day Convention		
	Geschäftstagskonvention		
	☐	Following Business Day Convention <i>Folgende Geschäftstage-Konvention</i>	
	☐	Modified Following Business Day Convention <i>Modifizierte folgende Geschäftstagskonvention</i>	
	☐	Preceding Business Day Convention <i>Vorhergegangener Geschäftstage-Konvention</i>	
	☐	FRN Convention (specify period(s)) <i>FRN Konvention (Zeitraum angeben)</i>	[] [months/other – specify] [] [Monate/andere – angeben]
[	Business Day Convention for the extended term pursuant to § 6 (1a)		
	Geschäftstagskonvention für die verlängerte Laufzeit gem. § 6 (1a)		
	☐	Following Business Day Convention <i>Folgende Geschäftstage-Konvention</i>	
	☐	Modified Following Business Day Convention <i>Modifizierte folgende Geschäftstagskonvention</i>	
	☐	Preceding Business Day Convention <i>Vorhergegangener Geschäftstage-Konvention</i>	

	☐	FRN Convention (specify period(s))	[] [months/other – specify]
		FRN Konvention (Zeitraum angeben)	[] [Monate/andere – angeben]]
REDEMPTION (§ 6)			
RÜCKZAHLUNG (§ 6)			
	Term of the Covered Bank Bonds shall be extended in case the Issuer does not pay the outstanding aggregate principal amount on the Maturity Date <i>Laufzeit der Fundierten Bankschuldverschreibungen verlängert sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag</i>		[yes] [no] [ja] [nein]
	Redemption at Maturity <i>Rückzahlung bei Endfälligkeit</i>		
	☐	Maturity Date <i>Rückzahlungstag</i>	[] []
	☐	Redemption Month and Redemption Year <i>Rückzahlungsmonat und Rückzahlungsjahr</i>	[] []
[]	☐	Extended Maturity Date <i>Erweiterter Rückzahlungstag</i>	[] []
		Non-payment Notice Nichtzahlungsmitteilung	not later than [5 (five)] [•] Business Days prior to the Maturity Date nicht weniger als [5 (fünf)] [•] Geschäftstage vor dem Rückzahlungstag
		[Interest in case of extended term pursuant to § 6 (1a), Coupon Dates, Interest Payment Dates <i>Verzinsung im Fall der Laufzeitverlängerung gem. § 6 (1a), Kupontermine, Zinsenzahlungstage</i>	
		Frequency of interest payments <i>Häufigkeit der Zinsenzahlung</i>	[annually] [semi-annually] [quarterly] [jährlich] [halbjährlich] [vierteljährlich]
		Adjustment of Interest Periods <i>Anpassung der Zinsenlaufperioden</i>	[Yes][No] [Ja][Nein]

		Coupon Date(s) <i>Kupontermin(e)</i>	[annually] [semi-annually] [quarterly] [insert Coupon Dates] [jährlich] [halbjährlich] [vierteljährlich] [Kupontermine einfügen]
		[First] Coupon Date <i>[Erster] Kupontermin</i>	[] []
		[Last Coupon Date] <i>[Letzter Kupontermin]</i>	[] []
		Business Day Convention Geschäftstage-Konvention	[] []
		[First][last][short][long] Interest Period <i>[Erste][letzte][verkürzte][verlängerte] Zinsenlaufperiode</i>	[Not Applicable] [] [Nicht anwendbar] []
		[Interpolation] <i>Interpolation</i>	[Applicable] [Not Applicable] [Anwendbar][Nicht anwendbar]]
		Rate of Interest <i>Zinssatz</i>	
	☐	Reference Interest Rate <i>Referenz-Zinssatz</i>	
		[Reference Interest Rate at least 0.00 per cent p.a. <i>Referenzzinssatz mindestens 0,00% p.a.</i>	Yes <i>Ja</i>]
		[Multiplication with a factor] <i>Multiplikation mit einem Faktor</i>	[positive][negative] Factor [and subsequently] [positiven] [negativen] Faktor [und danach]]
		[Factor <i>Faktor</i>	[•] [•]]
		[Margin <i>Marge</i>	[•] [•]]
		Interest Period <i>Zinsenlaufperiode</i>	
	☐	three months <i>drei Monate</i>	
	☐	six months <i>sechs Monate</i>	
	☐	twelve months <i>zwölf Monate</i>	

☐	Other Period <i>Andere Periode</i>	[] []
	Minimum and Maximum Rate of Interest <i>Mindest- und Höchstzinssatz</i>	
☐	Minimum Rate of Interest (<i>Floor</i>) [for the [first] [●] Interest Period] <i>Mindestzinssatz (Floor) [für die [erste] [●] Zinsenlaufperiode]</i>	[] per cent <i>per annum</i> []% per annum
☐	Maximum Rate of Interest (<i>Cap</i>) [for the [first] [●] Interest Period] <i>Höchstzinssatz (Cap) [für die [erste] [●] Zinsenlaufperiode]</i>	[] per cent <i>per annum</i> []% per annum
	Interest Amount <i>Zinsbetrag</i>	
☐	Outstanding aggregate principal amount <i>Ausstehender Gesamtnennbetrag</i>	
☐	Specified denomination <i>Festgelegte Stückelung</i>	
	Notification of Rate of Interest and Interest Amount <i>Mitteilung von Zinssatz und Zinsbetrag</i>	
☐	Interest determination in advance <i>Zinsfestlegung im Vorhinein</i>	
	Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] [Clearing System] [Zahlstelle(n)] [Börse(n)]
	Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the relevant Interest Period] [first day of relevant Interest Period][insert other date] [[zweiter] [●] Geschäftstag vor Beginn der jeweiligen Zinsenlaufperiode] [erster Tag der jeweiligen Zinsenlaufperiode] [anderen Zeitpunkt einfügen]
☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] [Website] [Zeitung]

	☐	Interest determination in arrears <i>Zinsfestlegung im Nachhinein</i>	
		Notification to <i>Benachrichtigung an</i>	[Clearing System][Paying Agent(s)][Stock Exchange(s)] <i>[Clearing System] [Zahlstelle(n)] [Börse(n)]</i>
		Date of notification <i>Benachrichtigungszeitpunkt</i>	[[second] [●] Business Day prior to the [relevant] Interest Period] [first day of [relevant] Interest Period][insert other date] <i>[[zweiter] [●] Geschäftstag vor Beginn der [jeweiligen] [Zinsenlaufperiode] [erster Tag der [jeweiligen] Zinsenlaufperiode][an deren Zeitpunkt einfügen]</i>
	☐	If Global Certificate governed by Austrian Depotgesetz and additional medium of publication <i>Wenn Sammelurkunde nach österreichischem Depotgesetz und zusätzliches Medium der Bekanntmachung</i>	[website] [newspaper] <i>[Website] [Zeitung]</i>
		Day Count Fraction <i>Zinstagequotienten</i>	[Actual/Actual (ICMA Rule 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360] <i>[Actual/Actual (ICMA Regelung 251)] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360 (Bond Basis)] [30E/360 (Eurobond Basis)] [360/360]]]</i>

	Final Redemption [Amount][Rate] Endgültiger [Rückzahlungsbetrag][Rückzahlungskurs]		
	☐	Redemption on the Maturity Date at principal amount <i>Rückzahlung bei Endfälligkeit zum Nennbetrag</i>	
	☐	Redemption on the Maturity Date at an amount other than the principal amount <i>Rückzahlung bei Endfälligkeit zu einem anderen Betrag als dem Nennbetrag</i>	[insert currency and amount greater than or equal to the principal amount] <i>[Währung und Betrag größer gleich dem Nennbetrag einfügen]</i>
	☐	Redemption on the Maturity Date at a percentage of their principal amount <i>Rückzahlung bei Endfälligkeit zu einem Prozentsatz vom Nennbetrag</i>	[insert percentage greater than or equal to 100 per cent] per cent of its principal amount <i>[Prozentsatz größer gleich 100% einfügen] % (Prozent) vom Nennbetrag</i>
	☐	Final Redemption Rate (corresponding to the positive performance of the HICP)	$[100 + \text{Max} [\{(\text{HICP}(t) - \text{HICP}(t-1)) / \text{HICP}(t-1) \} * 100] \text{ [* Factor] [+] [-] [Surcharge] [Reduction] } ; 0]]$
		Endgültiger Rückzahlungskurs (entsprechend der positiven Entwicklung des HVPI)	$[100 + \text{Max} [\{(\text{HVPI}(t) - \text{HVPI}(t-1)) / \text{HVPI}(t-1) \} * 100] \text{ [* Faktor] [+] [-] [Zuschlag] [Abschlag] } ; 0]]$
		[Reference period (t) <i>Bezugszeitraum (t)</i>	[] []
		[Reference period (t-1) <i>Bezugszeitraum (t-1)</i>	[] []
		[Reduction <i>Abschlag</i>	[insert [negative] number/number of percentage points] <i>[[negative] Zahl/Anzahl von Prozentpunkten einfügen]]</i>
		[Surcharge <i>Zuschlag</i>	[insert [positive] number/number of percentage points] <i>[[positive] Zahl/Anzahl von Prozentpunkten einfügen]]</i>

		[Factor <i>Faktor</i>	[insert number] <i>[Zahl einfügen]</i>
		Redemption Determination Date	[at the latest] the [second] [insert other applicable number of days] [TARGET] [,][and] [insert all relevant financial centres] Business Day prior to the Maturity Date
		<i>Rückzahlungsfestlegungstag</i>	<i>[spätestens] der [zweite] [zutreffende andere Zahl von Tagen einfügen] [TARGET][,] [und][sämtliche relevante Finanz- zentren einfügen] Geschäftstag vor dem Rückzahlungstag</i>
		Early Redemption <i>Vorzeitige Rückzahlung</i>	
☐		Early Redemption for Reasons of Taxation <i>Vorzeitige Rückzahlung aus steuerlichen Gründen</i>	[Applicable][Not applicable] [Anwendbar][Nicht anwendbar]
		[[Final Redemption [Amount] [Rate]]]Early Redemption [Amount] [Rate]] <i>[Endgültiger Rückzahlungs[betrag][kurs]] [Vorzeitiger Rückzahlungs[betrag][kurs]]</i>	[...] [...]
		[Automatic Redemption in case of the fulfilment of the Auto- Redemption-Condition <i>Automatische Rückzahlung bei Eintritt der Automatischen Rückzahlungsbedingung</i>	[Applicable][Not applicable] [Anwendbar][Nicht anwendbar]
		Observation Day [the] [a relevant]	<i>Beobachtungstag</i> <i>[am] [an einem relevanten]</i>
	(a)	Auto-Redemption-Date[(s)] <i>Automatische[r] Rückzahlungstermin[(e)]</i>	See lit. (f) below <i>Siehe nachstehend lit. (f)</i>

	(b) Auto-Redemption-Condition <i>Automatische Rückzahlungsbedingung</i>	The Auto-Redemption-Condition will be fulfilled, if the Auto-Reference Value according to lit. (c) on the [relevant] Observation Day is [lower than] [or] [higher than] [or] [equal to] [the Auto-Reference Price [1]] [[and][or] [lower than][or] [higher than] [or] [equal to] [the Auto-Reference Price 2]] [for the first time], as set out in the table under lit. (f) below <i>Die Automatische Rückzahlungsbedingung gilt als erfüllt, wenn der Auto-Referenzwert gemäß lit. (c) [am] [an einem] Beobachtungstag [erstmalig] [kleiner als] [oder][größer als] [oder] [gleich] [der] [dem] [Auto-Referenzpreis [1]] [[und] [oder] [kleiner als] [oder] [größer als] [oder] gleich] [der] [dem] [Auto-Referenzpreis 2]] ist, wie in der nachfolgend unter lit. (f) dargestellten Tabelle festgelegt.</i>
	(c) Auto-Reference Value <i>Auto-Referenzwert</i>	
	☐	Auto-Reference Exchange Rate [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN]

				Auto-Referenzwechselkurs	[USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [insert other Auto-Reference Exchange Rate] [EUR/USD] [EUR/AUD] [EUR/CHF] [EUR/CZK] [EUR/GBP] [EUR/HUF] [EUR/NOK] [EUR/PLN] [EUR/RON] [EUR/RUB] [EUR/SEK] [EUR/TRY] [USD/AUD] [USD/CHF] [USD/CZK] [USD/GBP] [USD/HUF] [USD/NOK] [USD/PLN] [USD/RON] [USD/RUB] [USD/SEK] [USD/TRY] [anderen Auto-Referenzwechselkurs einfügen]
				Auto Reference Screen page <i>Auto-Referenz-Bildschirmseite</i> Relevant time and time zone <i>Maßgebliche Uhrzeit und Zeitzone</i>	[Reuters] Screen Page [WMRSPOT01][insert other screen page] <i>[Reuters] Bildschirmseite [WMRSPOT01][andere Bildschirmseite einfügen]</i> [insert other relevant time] [insert relevant time zone] <i>[maßgebliche Uhrzeit einfügen]</i> <i>[maßgebliche Zeitzone einfügen]</i>
		☐		Auto-Reference Interest Rate <i>Auto-Reference CMS Rate</i>	
	☐			<i>Auto-Referenz-CMS-Satz</i> <i>Auto-Referenzzinssatz</i>	

		[Auto-Reference Period <i>Auto-Referenzzeitraum</i>				[per annum][insert other period] [p.a.][anderen Zeitraum einfügen]
	(d)	Observation Day[s] <i>Beobachtungstag[e]</i>				See lit. (f) below <i>Siehe nachstehend lit. (f)</i>
	(e)	Auto-Redemption-[Amount[s]][Rate[s]] [Automatische[r] Rückzahlungs[-betrag] [-beträge] [Automatische[r] Rückzahlungskurs[e]]				
	☐	Auto-Redemption-Amount [s] <i>Automatischer Rückzahlungsbetrag</i>				See lit f) below <i>Siehe nachstehend lit. (f)</i>
	☐	Auto-Redemption-Rate <i>Automatischer Rückzahlungskurs</i>				See lit. (f) below <i>Siehe nachstehend lit. (f)</i>
	(f)	Relevant Date for Automatic Redemption <i>Relevante Daten für Automatische Rückzahlung</i>				
		Observation Day	Auto-Redemption-Date	Auto-Reference-Price [1]	[Auto-Reference-Price 2]	[[Auto-Redemption-Amount] [Auto-Redemption-Rate]
		<i>Beobachtungstag</i>	<i>Automatischer Rückzahlungstermin</i>	<i>Auto-Referenzpreis [1]</i>	<i>Auto-Referenzpreis 2]</i>	<i>[[Automatischer Rückzahlungsbetrag] [Automatischer Rückzahlungskurs]</i>
		[insert Observation Day]	[insert Auto-Redemption-Date]	[<][=][>] [insert applicable Auto-Reference-Price [1]]	[<][=][>] [insert applicable Auto-Reference-Price 2]	[insert Auto-Redemption-Amount/ Auto-Redemption-Rate]
		[<i>Beobachtungstag einfügen</i>]	[<i>Automatischen Rückzahlungstermin einfügen</i>]	[<][=][>] [<i>anwendbaren Auto-Referenzpreis [1] einfügen</i>]	[<][=][>] [<i>anwendbaren Auto-Referenzpreis 2 einfügen</i>]	[<i>Automatischen Rückzahlungsbetrag/ Rückzahlungskurs einfügen</i>]
		[insert Observation Day]	[insert Auto-Redemption-Date]	[<][=][>] [insert applicable Auto-Reference-Price [1]]	[<][=][>] [insert applicable Auto-Reference-Price 2]]	[insert Auto-Redemption-Price / Auto-Redemption-Rate]]
		[<i>Beobachtungs-</i>	[<i>Automatischen</i>	[<][=][>]	[<][=][>]	[<i>Automatischen</i>

		<i>tag einfügen]</i>	<i>Rückzahlungs- termin einfügen]</i>	<i>[anwendbaren Auto- Referenzpreis [1] einfügen]</i>	<i>[anwendbaren Auto- Referenzpreis 2 einfügen]]</i>	<i>Rückzahlungsbet rag/ Rückzahlungs- kurs einfügen]]</i>
	(g)	Notice of Automatic Redemption <i>Bekanntmachung der Automatischen Rückzahlung</i>				[Swiss] [Principal Paying Agent] [Fiscal Agent] and] [Schweizer] [Emissionsstelle] [Hauptzahlstelle]
		[Auto-Redemption Amount] [Auto-Redemption-Rate] [Automatischen Rückzahlungsbetrag][Automatischen Rückzahlungskurs]				[...] [...]
		[Early Redemption for Regulatory Reasons²² <i>Vorzeitige Rückzahlung aus aufsichtsrechtlichen Gründen²²</i>				
		[Exclusion from own funds in full <i>Vollständiger Ausschluss aus den Eigenmitteln</i>				[Applicable] [Not applicable] [Anwendbar] [Nicht Anwendbar]]
	☐	Before entry into force of 72b CRR ²³ <i>Bevor Artikel 72b CRR in Kraft tritt²³</i>				
	☐	After entry into force of 72b CRR ²³ <i>Nachdem Artikel 72b CRR in Kraft getreten ist²³</i>				
		[[Final Redemption [Amount] [Rate]]]Early Redemption [Amount] [Rate]] [Endgültiger Rückzahlungs[betrag][kurs]] [Vorzeitiger Rückzahlungs[betrag][kurs]]				[...] [...]]
		Minimum Notice Period <i>Mindestkündigungsfrist</i>				[] []
	☐	Days <i>Tage</i>				
	☐	Business Days <i>Geschäftstage</i>				
	☐	(as defined in § 1 (Definitions)) <i>(wie in § 1 (Definitionen) definiert)</i>				
		Maximum Notice Period <i>Höchstkündigungsfrist</i>				[] []

²² Only applicable in the case of Subordinated Notes and in the case of Eligible Notes.
Nur im Fall von Nachrangigen Schuldverschreibungen und im Fall von Berücksichtigungsfähigen Schuldverschreibungen anwendbar.

²³ Only applicable in the case of Eligible Notes.
Nur im Fall von Berücksichtigungsfähigen Schuldverschreibungen anwendbar.

	☐	Days <i>Tage</i>	
	☐	Business Days <i>Geschäftstage</i>	
	☐	(as defined in § 1 (Definitions)) <i>(wie in § 1 (Definitionen) definiert)</i>	]
Early Redemption at the Option of the Issuer²⁴ <i>Vorzeitige Rückzahlung nach Wahl der Emittentin²⁴</i>			
		Minimum Call Redemption Amount ²⁵ <i>Mindestrückzahlungsbetrag²⁵</i>	[] []
		Increased Call Redemption Amount <i>Erhöhter Rückzahlungsbetrag</i>	[] []
		Call Redemption Date(s) <i>Wahlrückzahlungstag(e) (Call)</i>	[] []
		Call Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge (Call)</i>	[] []
		Minimum Notice <i>Mindestkündigungsfrist</i>	[] []
	☐	Days <i>Tage</i>	
	☐	Business Days <i>Geschäftstage</i>	
	☐	(as defined in § 1 (Definitions)) <i>(wie in § 1 (Definitionen) definiert)</i>	
		Maximum Notice <i>Höchstkündigungsfrist</i>	[] []
	☐	Days <i>Tage</i>	
	☐	Business Days <i>Geschäftstage</i>	
	☐	(as defined in § 1 (Definitions)) <i>(wie in § 1 (Definitionen) definiert)</i>	
	☐	No early Redemption <i>Keine vorzeitige Rückzahlung</i>	

²⁴ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

²⁵ Only applicable for Bearer Notes.
Nur bei Inhaberschuldverschreibungen anwendbar.

		Early Redemption at the Option of the Issuer²⁶ Vorzeitige Rückzahlung nach Wahl der Emittentin²⁶	[Yes/No] [Ja/Nein]
		Optional Early Redemption Date(s) Wahlrückzahlungstag(e)	[] [§ 4 (Interest)] [] [§ 4 (Zinsen)]
		Optional Early Redemption Amount(s) / Rate(s) Wahlrückzahlungsbetrag/-beträge / -kurs(e)	[] [§ 4 (Interest)] [] [§ 4 (Zinsen)]
		Minimum Notice Period Mindestkündigungsfrist	[] []
		Maximum Notice Period Höchstkündigungsfrist	[] []
		[No Early Redemption at the Option of the Holder keiner vorzeitigen Rückzahlung nach Wahl des Gläubigers	[Yes/No] [Ja/Nein]]
		[No Early Redemption at the Option of the Issuer keiner vorzeitigen Rückzahlung nach Wahl der Emittentin	[Yes/No] [Ja/Nein]]
		[[Early Redemption [Amount] [Rate]] [/] [Termination [Amount][Rate]] in case of Notes other than Zero Coupon Notes ²⁷ [Vorzeitiger Rückzahlungs[betrag][kurs]] [/] [Kündigungs[betrag][kurs]] im Fall von Schuldverschreibungen außer Nullkupon-Schuldverschreibungen ²⁷	
	☐	[Early Redemption] [/] [Termination] Amount [Vorzeitiger Rückzahlungsbetrag][/] [Kündigungsbetrag]	[] []
	☐	[Early Redemption] [/] [Termination] Rate [Vorzeitiger Rückzahlungskurs] [/][Kündigungskurs]	[] []]
		[[Early Redemption Amount] [/] [Termination Amount] in case of Zero Coupon Notes²⁸ [Vorzeitiger Rückzahlungsbetrag] [/] [Kündigungsbetrag] im Fall von Nullkupon-Schuldverschreibungen²⁸	
	☐	Addition of accrued interest Aufzinsung	
		Reference Price Referenzpreis	[] []
		Amortisation Yield Emissionsrendite	[] []

²⁶ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

²⁷ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

²⁸ If not applicable, the following items may be deleted.
Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

		Issue Date <i>Emissionstag</i>	[] []
	☐	Deduction of unaccrued interest <i>Abzinsung</i>	
		Amortisation Yield <i>Emissionsrendite</i>	[] []
Rounding of Redemption Amounts Rundung von Rückzahlungsbeträgen			[insert number] [Anzahl einfügen]
[Conditions for Early Redemption and Repurchase] Bedingungen für die Vorzeitige Rückzahlung und Rückkauf			
		Permission of the Competent Authority and/or the Resolution Authority <i>Erlaubnis der Zuständigen Behörde und/oder Abwicklungsbehörde</i>	Pursuant to Articles [77 et seqq.][insert other relevant Articles] CRR <i>Gemäß Artikel [77 ff.][andere maßgebliche Artikel einfügen] CRR</i>
		Resolution Authority <i>Abwicklungsbehörde</i>	Article [4(1)(130)] CRR <i>Artikel [4(1)(130)] CRR]</i>
AGENTS (§ 7) BEAUFTRAGTE STELLEN (§ 7)			
		Fiscal Agent <i>Emissionsstelle</i>	[Deutsche Bank Aktiengesellschaft] [Raiffeisen Bank International AG] [insert name and address of other/ further Fiscal Agent] <i>[Deutsche Bank Aktiengesellschaft] [Raiffeisen Bank International AG] [Namen und Adresse einer anderen/weiteren Emissionsstelle einfügen]</i>

	[Principal] Paying Agent(s) ²⁹	[Deutsche Bank Aktiengesellschaft] [Raiffeisen Bank International AG] [insert name and address of other/ further [Principal] Paying Agent]
	[Hauptzahlstelle][Zahlstelle][n] ²⁹	[Deutsche Bank Aktiengesellschaft] [Raiffeisen Bank International AG] [Namen und Adresse einer anderen/weiteren [Hauptzahlstelle][Zahl- stelle] einfügen]
☐	Additional Paying Agent(s)/specified office(s) <i>Weitere Zahlstelle(n)/bezeichnete Geschäftsstelle(n)</i>	[] []
☐	Swiss Paying Agent(s)	[insert name and address]
☐	<i>Schweizer Zahlstelle(n)</i>	[Name und Adresse einfügen]
☐	Calculation Agent	[Fiscal Agent shall act as Calculation Agent] [insert name and address]
☐	<i>Berechnungsstelle</i>	[Die Emissionsstelle handelt auch als Berechnungsstelle] [Name und Adresse einfügen]
☐	Other Agents <i>Andere Beauftragte</i>	[] []
TAXATION (§ 8) STEUERN (§ 8)		
	Issue kept in custody by SIX SIS AG <i>Emission mit Verwahrung bei der SIX SIS AG</i>	[Applicable] [Not Applicable] [Anwendbar] [Nicht Anwendbar]

²⁹ Only applicable for Bearer Notes.
Nur bei Inhaberschuldverschreibungen anwendbar.

PRESENTATION PERIOD (§ 9)		
VORLEGUNGSFRIST (§ 9)		
	Presentation period in respect of principal <i>Vorlegungsfrist im Hinblick auf Kapital</i>	[is [reduced to] [ten] [insert other number of years] [years] [unlimited] with respect to payments of principal] <i>[auf [zehn][andere Anzahl Jahre einfügen] [Jahre] [verkürzt] [unbegrenzte Zeit] [festgesetzt]]</i>
	Presentation period in respect of interest <i>Vorlegungsfrist im Hinblick auf Zinsen</i>	[is [limited to] [four] [insert other number of years] [years]] [unlimited] in respect of interest] <i>[im Hinblick auf Zinsen auf [vier][andere Anzahl Jahre einfügen] [Jahre] [unbegrenzte Zeit] [festgesetzt] [verkürzt]]</i>
EVENTS OF DEFAULT (§ 10)		
KÜNDIGUNG (§ 10)		
☐	Intentionally left blank <i>Absichtlich frei gelassen</i>	
☐	Not applicable <i>Nicht anwendbar</i>	
☐	Applicable <i>Anwendbar</i>	
	Redemption <i>Rückzahlung</i>	at the [Termination Amount] [Termination Rate], [together with accrued interest (if any) to the date of repayment,] <i>Zu ihrem [Kündigungsbetrag] [Kündigungskurs], [zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen]</i>

[Covered Bank Bonds whose term shall be extended in case the Issuer does not pay the outstanding aggregate principal amount on the Maturity Date <i>Fundierte Bankschuldverschreibungen, deren Laufzeit sich bei Nichtzahlung des ausstehenden Gesamtnennbetrags durch die Emittentin am Rückzahlungstag verlängert</i>		[yes] [no] [ja] [nein]
☐	Fiscal Agent <i>Emissionsstelle</i>	
☐	Swiss Principal Paying Agent <i>Schweizer Hauptzahlstelle</i>	
SUBSTITUTION (§ 11) ERSETZUNG (§ 11)		
☐	Intentionally left blank <i>Absichtlich frei gelassen</i>	
☐	Not applicable <i>Nicht anwendbar</i>	
☐	Applicable <i>Anwendbar</i>	
☐	Issuer guarantee <i>Garantie der Emittentin</i>	
☐	Substitute Debtor to have the same rating as the Issuer <i>Nachfolgeschuldnerin hat dasselbe Rating wie die Emittentin</i>	
☐	Fiscal Agent <i>Emissionsstelle</i>	
☐	Swiss Principal Paying Agent <i>Schweizer Hauptzahlstelle</i>	
AMENDMENT OF THE CONDITIONS; HOLDERS' REPRESENTATIVE (§ 12) ÄNDERUNG DER BEDINGUNGEN, GEMEINSAMER VERTRETER (§ 12)		
☐	Applicable <i>Anwendbar</i>	
☐	Not applicable <i>Nicht anwendbar</i>	
☐	Intentionally left blank <i>Absichtlich frei gelassen</i>	

		Appointment of Holders' Representative <i>Bestellung eines Gemeinsamen Vertreters der Gläubiger</i>	
	☐	By resolution passed by Holders <i>Durch Beschluss der Gläubiger</i>	
	☐	In the Conditions designated: <i>In den Bedingungen bestellt:</i>	[insert name of Holders' Representative] [Namen des Gemeinsamen Vertreters einfügen]
FURTHER ISSUANCES (§13) BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN (§13)			
	☐	Applicable <i>Anwendbar</i>	
		[Last Issue Date for issues of further Subordinated Notes <i>Letzter Emissionstag für die Begebung weiterer Nachrangiger Schuldverschreibungen</i>	[] []
	☐	Not applicable <i>Nicht anwendbar</i>	
	☐	Fiscal Agent <i>Emissionsstelle</i>	
	☐	Swiss Principal Paying Agent <i>Schweizer Hauptzahlstelle</i>	
NOTICES (§ 14) MITTEILUNGEN (§ 14)			
		Place and medium of publication <i>Ort und Medium der Bekanntmachung</i>	
	☐	Clearing System <i>Clearing System</i>	
	☐	Custody Administration of Issuer / in appropriate manner <i>Depotverwaltung der Emittentin / in geeigneter Weise</i>	[] []
		Medium <i>Medium</i>	[] []

☐	Deemed publication (pursuant to sub-paragraph (1)) <i>Veröffentlichungsfiktion (gemäß Absatz (1))</i>	
	Number of days <i>Anzahl der Tage</i>	[] []
☐	Place and medium of publication as requested by the rules of listing authority /stock exchange (specify listing authority /stock exchange) <i>Ort und Medium der Bekanntmachung wie von den Regeln einer Notierungsbehörde / Börse (Notierungsbehörde /Börse angeben) gefordert</i>	[] []
☐	No listing <i>Keine Börsennotierung</i>	
☐	Website of the Issuer <i>Website der Emittentin</i>	
☐	Newspaper <i>Tageszeitung</i>	[specify name and country of newspaper] <i>[Namen und Land der Tageszeitung angeben]</i>
☐	Deemed publication (pursuant to sub-paragraph [(1)] [(2)] [(3)] (website/newspaper)) <i>Veröffentlichungsfiktion (gemäß Absatz [(1)] [(2)] [(3)](Website/Zeitung)</i>	
	Number of days <i>Anzahl der Tage</i>	[] []
☐	Other (specify) <i>Sonstige (angeben)</i>	[] []
☐	Deemed publication (pursuant to sub-paragraph [1] [2] [3] [4] (more than one publication)) <i>Veröffentlichungsfiktion (gemäß Absatz [1] [2] [3] [4] (mehrere Veröffentlichungen))</i>	
	Number of days <i>Anzahl der Tage</i>	[] []
FINAL PROVISIONS (§ 15) SCHLUSSBESTIMMUNGEN (§ 15)		
	Applicable Law <i>Anwendbares Recht</i>	
☐	Custody with an ICSD <i>Verwahrung bei einem ICSD</i>	

☐	As to form and content ³⁰ <i>Bezüglich Form und Inhalt³⁰</i>	German law <i>Deutsches Recht</i>
☐	As to form and content, subject to § 3 (Austrian law) ³¹ <i>Bezüglich Form und Inhalt, ausgenommen § 3 (österr. Recht)³¹</i>	German law <i>Deutsches Recht</i>
☐	As to form and content, subject to § 3, § 10 and § 11 (Austrian law) ³² <i>Bezüglich Form und Inhalt, ausgenommen § 3, § 10 und § 11 (österr. Recht)³²</i>	German law <i>Deutsches Recht</i>
☐	Custody pursuant to Austrian Depotgesetz <i>Verwahrung nach österreichischem Depotgesetz</i>	
☐	Custody in the safe of the Issuer <i>Verwahrung im Tresor der Emittentin</i>	
☐	Custody at the OeKB <i>Verwahrung bei der OeKB</i>	
☐	Custody with SIX SIS AG <i>Verwahrung bei SIX SIS AG</i>	
☐	As to content ³³ <i>Bezüglich Inhalt³³</i>	German law <i>Deutsches Recht</i>
☐	As to content, subject to § 3 (Austrian law) ³⁴ <i>Bezüglich Inhalt, ausgenommen § 3 (österr. Recht)³⁴</i>	German law <i>Deutsches Recht</i>
☐	As to content, subject to § 3, § 10 and § 11 (Austrian law) ³⁵ <i>Bezüglich Inhalt, ausgenommen § 3, § 10 und § 11 (österr. Recht)³⁵</i>	German law <i>Deutsches Recht</i>

³⁰ Only applicable in the case of Ordinary Senior Notes
Nur im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen anwendbar

³¹ Only applicable in the case of Subordinated Notes and Eligible Notes
Nur im Fall von Nachrangigen / Berücksichtigungsfähigen Schuldverschreibungen anwendbar

³² Only applicable in the case of Covered Bank Bonds
Nur im Fall von Fundierten Bankschuldverschreibungen anwendbar

³³ Only applicable in the case of Ordinary Senior Notes
Nur im Fall von Gewöhnlichen Nicht Nachrangigen Schuldverschreibungen anwendbar

³⁴ Only applicable in the case of Subordinated Notes and Eligible Notes
Nur im Fall von Nachrangigen / Berücksichtigungsfähigen Schuldverschreibungen anwendbar

³⁵ Only applicable in the case of Covered Bank Bonds
Nur im Fall von Fundierten Bankschuldverschreibungen anwendbar

	LANGUAGE OF CONDITIONS ³⁶ <i>SPRACHE DER BEDINGUNGEN</i> ³⁶		
	☐	German only <i>Ausschließlich Deutsch</i>	
	☐	English only <i>Ausschließlich Englisch</i>	
	☐	English and German (English controlling) <i>Englisch und Deutsch (englischer Text maßgeblich)</i>	
	☐	German and English (German controlling) <i>Deutsch und Englisch (deutscher Text maßgeblich)</i>	

³⁶ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany or the Republic of Austria, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, or the Republic of Austria, German will be the controlling language. In other cases, the Issuer will elect either German or English to be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of the Issuer.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Inhaberschuldverschreibungen maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland oder der Republik Österreich angeboten oder an nicht qualifizierte Anleger in der Bundesrepublik Deutschland oder der Republik Österreich verkauft werden. In den übrigen Fällen wird die Emittentin entweder Deutsch oder Englisch als maßgebliche Sprache festlegen. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der Emittentin erhältlich sein.

Part II.: OTHER INFORMATION
Teil II.: ZUSÄTZLICHE INFORMATIONEN

Interests of natural and legal persons involved in the issue/offer		
<i>Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind</i>		
☐	Other interests (not included in the Prospectus under "GENERAL INFORMATION / Interests of natural and legal persons involved in the issue/offer") <i>Andere Interessen (nicht im Prospekt unter "GENERAL INFORMATION / Interests of natural and legal persons involved in the issue/offer" enthalten)</i>	[specify other interests] <i>[andere Interessen angeben]</i>
Reasons for the offer and use of proceeds ³⁷		
<i>Gründe für das Angebot und Zweckbestimmung der Erlöse³⁵</i>		
	Reasons for the offer <i>Gründe für das Angebot</i>	[as set out in the Base Prospectus][specify other reasons] <i>[wie im Basisprospekt angegeben][andere Gründe einfügen]</i>
	Use of Proceeds <i>Zweckbestimmung der Erlöse</i>	[as set out in the Base Prospectus] [green bonds – specify details according to the Green Bond framework] [social bonds – specify details according to the Social Bond framework] [specify other use of proceeds] <i>[wie im Basisprospekt angegeben][green bonds – Details gemäß des Green Bond Frameworks einfügen] [social bonds – Details gemäß des Social Bond Frameworks einfügen] [andere Zweckbestimmung einfügen]</i>
	Estimated net proceeds ³⁷ <i>Geschätzter Nettoerlös³⁷</i>	[] []

³⁷ See paragraph "Reasons for the Offer and Use of Proceeds" in the Base Prospectus. If reasons for the offer are different from general funding purposes, making profit and/or hedging certain risks include those reasons here. If the use of proceeds is different from the use of proceeds as stated in the Base Prospectus include such use here. Not to be completed in the case of Notes with a Specified Denomination of at least EUR 100,000 except in case of Green Bonds or Social Bonds.

Siehe Abschnitt "Reasons for the Offer and Use of Proceeds" im Basisprospekt. Sofern die Gründe für das Angebot nicht in der allgemeinen Unternehmensfinanzierung, der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen, sind die Gründe hier anzugeben. Sofern sich die Zweckbestimmung der Erlöse von der Angabe im Basisprospekt unterscheidet, ist die Zweckbestimmung hier anzugeben. Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000 außer es handelt sich um Green Bonds oder Social Bonds.

	Estimated total expenses of the issue ³⁸ <i>Geschätzte Gesamtkosten der Emission³⁸</i>	[] []
Selling Restrictions <i>Verkaufsbeschränkungen</i>		
☐	TEFRA C <i>TEFRA C</i>	
☐	TEFRA D <i>TEFRA D</i>	
☐	Neither TEFRA C nor TEFRA D <i>Weder TEFRA C noch TEFRA D</i>	
ECB-eligible Security ³⁹ <i>EZB-fähige Sicherheit³⁹</i>		[Yes][No] [Ja][Nein]
Securities Identification Numbers <i>Wertpapierkennnummern</i>		
	[Interim ISIN] ⁴⁰ <i>[Vorläufige ISIN]⁴⁰</i> [Permanent] ⁴⁰ ISIN	[] [] []

³⁸ If proceeds are intended for more than one purpose, use will need to split up and present in order of priority.
Sofern die Erträge für verschiedene wichtige Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.

³⁹ Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) or in any other way admissible pursuant to the Eurosystem eligibility criteria, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met. **[Include this text if "yes" is selected in which case the Notes must be issued in NGN form or in any other form admissible pursuant to ECB eligibility criteria.]**

Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) or in any other way admissible pursuant to Eurosystem eligibility criteria. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

*Es ist zu beachten, dass die Bestimmung "Ja" lediglich bedeutet, dass beabsichtigt ist, die Schuldverschreibungen bei Begebung bei einer der ICSDs als gemeinsamer Verwahrer zu hinterlegen (und auf den Namen eines Nominees von einem der ICSDs als gemeinsamer Verwahrer einzutragen) oder in einer anderen nach den Eurosystemfähigkeitskriterien zulässigen Weise zu hinterlegen, und es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystems bei Begebung oder zu irgendeinem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt sind. **[Text einfügen, wenn "Ja" gewählt wurde, in diesem Fall müssen die Schuldverschreibungen als NGN oder in einer anderen nach den Eurosystemfähigkeitskriterien zulässigen Form emittiert werden.]***

Zwar ist die Bestimmung am Tag dieser Endgültigen Bedingungen mit "Nein" festgelegt worden, doch sollten die Eurosystemfähigkeitskriterien in der Zukunft derart geändert werden, dass die Schuldverschreibungen fähig sind diese einzuhalten, dann könnten die Schuldverschreibungen bei einer der ICSDs als gemeinsamer Verwahrer hinterlegt (und auf den Namen eines Nominees von einem der ICSDs als gemeinsamer Verwahrer eingetragen) oder in einer anderen nach den Eurosystemfähigkeitskriterien zulässigen Weise hinterlegt werden. Es ist zu beachten, dass dies nicht notwendigerweise bedeutet, dass die Schuldverschreibungen dann als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystems zu irgendeinem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt sind.

⁴⁰ Include only in the case of fungible tranches.
Nur bei fungiblen Tranchen einfügen.

	[Endgültige] ⁴⁰ ISIN	[]
	[Interim Common Code] ⁴⁰	[]
	[Vorläufiger Common Code] ⁴⁰	[]
	[Permanent] ⁴⁰ Common Code	[]
	[Endgültiger] ⁴⁰ Common Code	[]
	[Interim German Securities Code] ⁴⁰	[]
	[Vorläufige Deutsche Wertpapierkennnummer (WKN)] ⁴⁰	[]
	[Permanent] ⁴⁰ German Securities Code	[]
	[Endgültige] ⁴⁰ Deutsche Wertpapierkennnummer (WKN)	[]
	Any other securities number	[]
	Sonstige Wertpapiernummer	[]
	Yield⁴¹ <i>Rendite⁴¹</i>	[Not applicable] <i>[Nicht anwendbar]</i>
	[Yield]	[]
	[Unified Yield Rate]	[]
	[Rendite]	[]
	[Vereinheitliche Rendite]	[]
	Historic [Interest Rates] [Index Performance]⁴² <i>[Zinssätze] [Indexentwicklung] der Vergangenheit⁴²</i>	
	Details of historic [EURIBOR][[Currency]LIBOR][SIBOR][BBSW] [BUBOR][PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [insert relevant currency] [CMS] [HICP] [OTHER REFERENCE [INTEREST] RATE] [INDEX] rates can be obtained from [insert relevant Screen Page][Specify details here] Einzelheiten der Entwicklung der [EURIBOR][[Währung]LIBOR][SIBOS][BBSW] [BUBOR][PRIBOR][ROBOR] [WIBOR] [MosPrime] [ZIBOR] [maßgebliche Währung einfügen][CMS][HVPI][ANDERER REFERENZ[ZINS]SATZ][INDEX] Sätze in der Vergangenheit können abgerufen werden unter [relevante Bildschirmseite einfügen] [Einzelheiten hier angeben]	
	Additional Information for Public Offers⁴³ <i>Zusätzliche Informationen für öffentliche Angebote⁴³</i>	
	Additional Information for Public Offers	[Applicable] [Not Applicable]
	<i>Zusätzliche Informationen für öffentliche Angebote</i>	<i>[Anwendbar] [Nicht anwendbar]</i>

⁴¹ Only applicable for Fixed Rate Notes and Zero Coupon Notes.
Nur bei festverzinslichen und Nullkupon-Schuldverschreibungen anwendbar.

⁴² Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

⁴³ Only applicable in case of a non-exempt offer.
Nur anwendbar bei einem nicht prospektfreien Angebot.

	Conditions to which the offer is subject⁴⁴ <i>Bedingungen, denen das Angebot unterliegt⁴⁴</i>	☐ [Not applicable] ☐ [Nicht anwendbar]
	Time period, including any possible amendments, during which the offer will be open <i>Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt</i>	☐ ☐
	[Minimum offer period <i>Minstdauer der Angebotsfrist</i>]	☐ ☐
	Description of the application process <i>Beschreibung des Prozesses für die Umsetzung des Angebots</i>	☐ ☐
	[A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants <i>Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner</i>	☐ ⁴⁵ ☐ ⁴⁵
	Details of the minimum and/or maximum amount of application, (whether in number of Notes or aggregate amount to invest) <i>Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)</i>	☐ ☐
	Method and time limits for paying up the Notes and for delivery of the notes <i>Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung</i>	☐ ☐
	If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche <i>Erfolgt das Angebot gleichzeitig auf den Märkten in zwei oder mehreren Staaten und ist eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche</i>	☐ [Not applicable] ☐ ☐ [Nicht anwendbar] ☐
	Manner and date in which results of the offer are to be made public <i>Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind</i>	☐ ☐

⁴⁴ Items 5.1.1, 5.1.3 – 5.1.8, 5.2, 5.4.1 of Annex V of the Regulation 809/2004 are to be checked for each individual case whether applicable or not. However, in respect of each issue of Notes with a Specified Denomination of less than EUR 100,000 (Annex V), the Issuer shall consider whether one of these items is applicable and, if so, specify the relevant details relating thereto. If not applicable, the following items may be deleted.

Die Unterpunkte 5.1.1, 5.1.3 – 5.1.8, 5.2 und 5.4.1 von Anhang V der Verordnung 809/2004 sind für den Einzelfall auf ihre Anwendbarkeit zu prüfen. Bei jeder Emission mit einer festgelegten Stückelung von weniger als EUR 100.000 (Anhang V) hat die Emittentin jedoch zu prüfen, ob einer der genannten Unterpunkte anwendbar ist, und falls ja, die entsprechenden Einzelheiten einzufügen. Falls nicht anwendbar können die folgenden Angaben gelöscht werden.

⁴⁵ Not required if Notes are issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation.
Nicht erforderlich, sofern die Schuldverschreibungen als derivative Wertpapiere im Sinne von Anhang XII der Prospektverordnung begeben werden.

	[The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. <i>Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte</i>	[]⁴⁶ []⁴⁶
	Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made <i>Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist</i>	[] []
	Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place. <i>Name und Anschrift des Koordinators/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots und – sofern der Emittentin oder dem Anbieter bekannt – Angaben zu den Platzeuren in den einzelnen Ländern des Angebots]</i>	[] []
	Pricing⁴⁷ <i>Preisfeststellung</i>⁴⁷	[] []
	Expected price at which the Notes will be offered <i>Erwarteter Preis zu dem die Schuldverschreibungen voraussichtlich angeboten werden</i>	[Not applicable] [Expected][Issue Price] [Specify details] [Nicht anwendbar] [Erwarteter] [Ausgabepreis] [Einzelheiten einfügen]
	Expected price at which the Notes will be offered [at the Initial Issue Date] and maximum issue price for Open Issuance Period.	[Not applicable] [Expected][Initial Issue Price: [●]] [Maximum Issue Price: [●]] [Specify Details] [insert details for further Issue Prices]

⁴⁶ Not required if Notes are issued as derivative securities in the meaning of Annex XII of the Prospectus Regulation.
Nicht erforderlich, sofern die Schuldverschreibungen als derivative Wertpapiere im Sinne von Anhang XII der Prospektverordnung begeben werden.

⁴⁷ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

	Erwarteter Preis zu dem die Schuldverschreibungen am Erst-Emissionstag angeboten werden und Höchstaussgabepreis, zu dem die Schuldverschreibungen während der Daueremission angeboten werden.	[Nicht anwendbar] [Erwarteter] [Erstaussgabepreis: [●]] [Höchstaussgabepreis: [●]] [Einzelheiten einfügen] [Angaben für weitere Ausgabepreise einfügen]
	Amount of expenses and taxes charged to the subscriber / purchaser Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden	[Not applicable][Specify details] [Nicht anwendbar] [Einzelheiten einfügen]
	Method of distribution Vertriebsmethode	
☐	Non-syndicated Nicht syndiziert	
☐	Syndicated Syndiziert	
	Date of Subscription Agreement ⁴⁸ Datum des Subscription Agreements ⁴⁸	[] []
	Management details including form of commitment⁴⁹ Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme⁴⁹	
	[Management Group (specify name(s) and address(es)) Bankenkonsortium (Name(n) und Adresse(n) angeben)]	[] []
	[Dealer Platzeur]	[] []
☐	Firm commitment Feste Zusage	[] []
☐	No firm commitment / best efforts arrangements Keine feste Zusage / zu den bestmöglichen Bedingungen	[] []

⁴⁸ Required only for Notes issued on a syndicated basis in the case of Notes with a Specified Denomination of less than EUR 100,000.
Nur erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000, wenn es sich um Schuldverschreibungen handelt, die auf syndizierter Basis begeben werden.

⁴⁹ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

	Commissions⁵⁰ Provisionen⁵⁰	
	Management/Underwriting Commission (specify) <i>Management- und Übernahme provision (angeben)</i>	[] []
	Selling Concession (specify) <i>Verkaufsprovision (angeben)</i>	[] []
	Listing Commission (specify) <i>Börsenzulassungsprovision (angeben)</i>	[] []
	Other (specify) <i>Andere (angeben)</i>	[] []
	Stabilising Dealer/Manager Kursstabilisierender Dealer/Manager	
	Stabilising Dealer/Manager <i>Kursstabilisierender Dealer/Manager</i>	[insert details][None] [Einzelheiten einfügen] [Keiner]
	Consent to use the Prospectus <i>Zustimmung zur Prospektverwendung</i>	
☐	Not Applicable <i>Nicht anwendbar</i>	
☐	No Consent <i>Keine Zustimmung</i>	
☐	Specific Consent <i>Besondere Zustimmung</i>	
	Offer period during which subsequent resale or final placement of the Notes can be made <i>Angebotsperiode, während derer der spätere Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen erfolgen kann</i>	[From [●] (inclusive) to [●](exclusive)] [Von [●] (einschließlich) bis [●](ausschließlich)]
	Jurisdictions	[Germany] [Austria] [Czech Republic] [Slovakia] [Hungary] [Romania] [Luxembourg]

⁵⁰ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

	Additional conditions attached to the consent which are relevant for the use of the Prospectus <i>Zusätzliche Bedingungen, an die die Zustimmung gebunden ist und die für die Verwendung des Prospekts relevant sind</i>	[Not applicable] [specify details] <i>[Nicht anwendbar]</i> <i>[Einzelheiten einfügen]</i>
	Intended Admission(s) to Trading and Listing(s) / Dealing Agreements <i>Beabsichtigte Börsenzulassung(en) und –notierung(en) / Dealer-Vereinbarungen</i>	
	Admission(s) to Trading and Listing(s) <i>Börsenzulassung(en) und –notierung(en)</i>	[Yes][No][Application has been][will be] made <i>[Ja][Nein][Zulassungsantrag [wurde][wird] gestellt]</i>
☐	Luxembourg Stock Exchange: Admission: Regulated Market / Listing: Official List <i>Luxemburger Wertpapierbörse: Börsenzulassung: Regulierter Markt / Notierung: Official List</i>	
☐	WBAG Vienna Stock Exchange: <i>WBAG Wiener Wertpapierbörse:</i>	[●] [●]
☐	Other (insert details) <i>Sonstige (Einzelheiten einfügen)</i>	[] []
	Expected date of admission ⁵¹ <i>Erwarteter Termin der Zulassung⁵¹</i>	[] []
	Estimate of the total expenses related to admission to trading ⁵² <i>Geschätzte Gesamtkosten für die Zulassung zum Handel⁵²</i>	[] []
	Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, notes of the same class of the Notes to be offered or admitted to trading are already admitted to trading. ⁵³ <i>Angabe geregelter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind.⁵³</i>	[] []

⁵¹ To be completed only, if known.
Nur auszufüllen, sofern bekannt.

⁵² Not required for Notes with a Specified Denomination of less than EUR 100,000 or the equivalent amount in another currency.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von less than EUR 100.000 oder dem entsprechenden Betrag in einer anderen Währung.

⁵³ Only to be completed in the case of an increase. In the case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nur auszufüllen im Falle einer Aufstockung. Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

	Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.⁵⁴ <i>Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung.</i>⁵⁴	[not applicable] [specify details] <i>[nicht anwendbar]</i> <i>[Einzelheiten einfügen]</i>
	Rating⁵⁵ Rating⁵⁵	
	[The Notes to be issued [have been] [are expected to be] rated: <i>[Moody's: [●]]</i> <i>[S&P's: [●]]</i> <i>[[Other]: [●]]</i> [The Notes are not expected to be rated.] <i>[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider]</i> <i>[Die zu begebenden Schuldverschreibungen [wurden] [werden voraussichtlich] von:</i> <i>[Moody's: [●]]</i> <i>[S&P's: [●]]</i> <i>[[Andere]: [●]]</i> <i>geratet.]</i> <i>[Die Schuldverschreibungen werden voraussichtlich nicht geratet.]</i> <i>[Kurze Erläuterung der Bedeutung des Ratings, wenn von der Ratingagentur zuvor veröffentlicht.]</i>	
	[This credit rating [has] [is] / These credit ratings [have been] [are expected to be] issued by [insert full name of legal entity which has given / is expected to give the rating] which [[is] [are] established in the European Union, [is] [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 and [is] [are] included in the list of credit rating agencies registered in accordance with this Regulation published by the European Securities and Markets Authority on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs).] [[is] [are] not established in the European Union and [is not][are not] registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.]	

⁵⁴ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

⁵⁵ Do not complete, if the Notes are not rated on an individual basis. In the case of Notes with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.
Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000, kurze Erläuterung der Bedeutung des Ratings, wenn dieses unlängst von der Ratingagentur erstellt wurde.

	[Dieses Rating [wurde] [wird voraussichtlich][Diese Ratings [wurden] [werden voraussichtlich] von [vollständigen Namen der juristischen Person, die das Rating abgibt, einfügen] abgegeben, welche [in der Europäischen Union gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen registriert [ist][sind] und welche gemäß dieser Verordnung in die Liste der registrierten und zertifizierten Ratingagenturen aufgenommen [wurde][wurden]. Die Liste ist auf der Website der der European Securities and Markets Authority (www.esma.europa.eu/page/List-registered-and-certified-CRAs) veröffentlicht.] [nicht in der Europäischen Union gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen registriert [ist]][sind.]	
	Prohibition of Sales to EEA Retail Investors⁵⁶ Verkaufsbeschränkung für EEA Kleinanleger⁵⁶	
	Prohibition of Sales to EEA Retail Investors: Verkaufsbeschränkung für EEA Kleinanleger	[applicable] [not applicable] [anwendbar] [nicht anwendbar]
	[Third Party Information] Information von Seiten Dritter	
	With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof. Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.]	

[Raiffeisen Bank International AG]

 [Name & title of signatories]
 [Name und Titel der Unterzeichnenden]]

⁵⁶ If the Notes may constitute "packaged" products and no KID will be prepared, "applicable" should be specified. If the Notes may constitute "packaged" products and a KID will be prepared, "not applicable" should be specified.
 Können die Schuldverschreibungen "verpackte" Produkte darstellen und kein KID wird erstellt, sollte "anwendbar" angegeben werden. Können die Schuldverschreibungen "verpackte" Produkte darstellen und ein KID wird erstellt, sollte "nicht anwendbar" angegeben werden.

OVERVIEW ON COVERED BANK BONDS (FUNDIERTE BANKSCHULDVERSCHREIBUNGEN)

The Covered Bank Bonds (*Fundierte Bankschuldverschreibungen*) are notes issued in accordance with the Austrian Act on Covered Bank Bonds (*Gesetz betreffend fundierte Bankschuldverschreibungen – "FBSchVG"*).

Such notes are a type of covered bonds which may only be issued by Austrian credit institutions with a particular license pursuant to § 1(1)(9) of the Austrian Banking Act (*Bankwesengesetz – "BWG"*). Therefore, Covered Bank Bonds have to be secured (covered) by a cover pool (*Deckungsstock*) of assets which has to meet the legal requirements stipulated by FBSchVG.

The Issuer must establish a cover pool, subject to the conditions stipulated in the FBSchVG, to provide preferential cover (backing) (*Fundierung*) for any claims under the Covered Bank Bonds. The purpose of the cover pool is to create a distinct pool of assets to satisfy the claims of the Holders of Covered Bank Bonds and – in particular in case of bankruptcy (*Konkurs*) of the Issuer – to preferentially satisfy the claims arising out of Covered Bank Bonds. The cover pool must at any time cover at least the redemption amount and interest of the outstanding Covered Bank Bonds and the administration costs which are expected to occur in case of the bankruptcy of the Issuer. The articles of association of the Issuer foresee that alternatively the fair value (*Verkehrswert*) of the assets must cover at least the discounted present value (*Barwert*) of the Covered Bank Bonds outstanding plus an additional safety margin which has to be determined with due regard to market risks, and which shall amount to at least 2 per cent.

The following assets are suitable as preferential cover for the claims under the Covered Bank Bonds: (i) claims and securities that are suitable for the investment of gilt-edged money (*Mündelgelder*) (§ 230b of the Austrian General Civil Code (*Allgemeines Bürgerliches Gesetzbuch – ABGB*)); (ii) claims and securities, if a pledge has been entered for their benefit into a public register (*öffentliches Buch*); (iii) claims against (or guaranteed by) the Republic of Austria, Austrian provinces or municipalities, a Member State of the European Economic Area, Switzerland and certain of their respective regional governments or local communities if, pursuant to Article 43(1)(b)(5) of Directive 2000/12/EC, the competent authorities have assigned to them a risk weighting not exceeding 20 per cent.; and (iv) securities issued (or guaranteed by) any of the bodies mentioned in item (iii).

A separate cover pool may be formed for Covered Bank Bonds covered by assets pursuant to items (iii) and (iv), and for other Covered Bank Bonds.

Furthermore, hedging transactions (derivatives contracts) which serve to reduce the risks of future interest or currency fluctuations or default – also in the event of the bankruptcy of the Issuer – with regard to cover pool assets for the Covered Bank Bonds issued may also be used to provide preferential cover.

Assets (or parts of assets) of another credit institution allocated to the cover pool are equivalent to assets of which the Issuer is the creditor, if it has been agreed in writing that they shall be held in trust by such other credit institution for the Issuer and it is ascertained that they correspond to the provisions of the FBSchVG.

If (due to the repayment of cover assets or for any other reason) the required coverage is not sufficient, such shortfall shall be met by substitute cover (*Ersatzdeckung*), i.e. either: (i) assets of the Issuer arising out of deposits maintained either at a central bank of, or at a credit institution in, in each case, a Member State of the European Economic Area or member state of the OECD (other than states which have applied to restructure, or have during the past five years restructured, their external debt); or (ii) cash. The substitute cover must not exceed 15 per cent. of the aggregate amount of the outstanding Covered Bank Bonds.

Pursuant to the FBSchVG, any set-off against assets which have been registered with the cover pool is prohibited (other than the set-off permissible under the general rules of civil law, of claims and liabilities under derivatives contract).

A government commissioner (*Regierungskommissär*) must be appointed for a term of five years by the Austrian Federal Minister of Finance (*Bundesminister für Finanzen*). The government commissioner's primary task is to ensure that the required cover assets for the Covered Bank Bonds, and the claims of derivative counter-parties of the Issuer, are at all times sufficient.

Each of the assets held as security in the cover pool shall be recorded separately by the Issuer in a cover register (*Deckungsregister*). No asset may be deleted from the cover register without the written consent of the government commissioner.

If bankruptcy proceedings are initiated over the Issuer's assets, the assets recorded in the cover register shall form a special estate (*Sondermasse*) for the claims of the Holders of the Covered Bank Bonds. In the event of an Issuer's bankruptcy, applicable Austrian law expressly contemplates a continuation rather than a liquidation of the cover pools as the Covered Bank Bonds will not be automatically terminated by operation of law, but the cash flows will in general remain unaffected. The bankruptcy court shall immediately appoint a special administrator (*besonderer Verwalter*) for the administration of the special estate. In the event that funds are required to discharge obligations that become due, the special administrator may collect claims that have become due, sell cover assets or raise bridge financing. After its appointment, the special administrator is obliged to sell the cover pool together with the obligations from the Covered Bank Bonds to an appropriate credit institution. The Issuer continues to be jointly liable for the obligations under the Covered Bank Bonds. Only where a sale is not possible and the assets recorded in the cover register are not sufficient to satisfy the claims under the Covered Bank Bonds the cover pool must be liquidated. In such case, the Covered Bank Bonds will fall immediately due and the liquidation proceeds of such assets will be used to satisfy the claims of the holders of such securities (and counterparties under derivative contracts, if any) on a pro-rata basis.

Covered Bank Bonds are full recourse obligations of the Issuer. Since the Covered Bank Bonds constitute general liabilities of the Issuer, holders also have recourse to the assets of the Issuer outside the cover pools. However, as regards those assets, holders of the Covered Bank Bonds will rank equally with other unsecured and unsubordinated creditors of the Issuer (and eventually also with other secured creditors in respect of any shortfall of such other secured creditors' claims), their claims being limited to the (foreseeable) shortfall, if any, they may suffer in the liquidation of the respective cover pool.

The government commissioner may request the competent court to appoint a common curator (*gemeinsamer Kurator*) to represent the holders of Covered Bank Bonds if he/she deems the rights of the holders of the Covered Bank Bonds to be endangered. Such common curator may also be appointed in the event of a bankruptcy of the Issuer, and on the application of any third party whose rights would be deferred due to the lack of a common representative of the holders of the Covered Bank Bonds. In such an event, the common rights of the holders arising out of the Covered Bank Bonds may only be exercised by the curator. The holders may join the proceedings conducted by the common curator at their own cost.

In case of a resolution (*Abwicklung*) of the Issuer, resolution authorities shall not exercise the write down or conversion powers in relation to certain liabilities, such as secured liabilities (*besicherte Verbindlichkeiten*), including covered bonds. Therefore, the bail-in tool shall not be applied to any claims under the Covered Bank Bonds (i.e. Covered Bank Bonds shall not be subject to any write-down or conversion) if and to the extent they are covered by the relevant cover pool.

Extended Maturity of Covered Bank Bonds

The terms and conditions of the Covered Bank Bonds may provide that their term shall be extended to another maturity date (the "**Extended Maturity Date**") if the Issuer is unable to pay the outstanding aggregate principal amount of the relevant Covered Bank Bonds on the original maturity date. In such case, the payment of the outstanding aggregate principal amount shall be postponed and, notwithstanding the statutory regime on acceleration and liquidation of the cover pool, shall become due and payable on the Extended Maturity Date, together with accrued interest, if any, to, but excluding, the Extended Maturity Date. Interest will continue to accrue on the outstanding aggregate principal amount of the Covered Bank Bonds during the period from, and including, the (original) Maturity Date to, but excluding, the Extended Maturity Date at the relevant rate of interest set out in the relevant terms and conditions and will be payable by the Issuer on each interest payment date from, and excluding, the (original) Maturity Date to, and including, the Extended Maturity Date (each as set out in the relevant terms and conditions) in accordance with the relevant terms and conditions.

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Issuer may choose at its discretion to apply the provisions relating to resolutions of Holders under the German Act on Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**") for certain issues of Notes. In case the rules relating to resolutions of Holders are applicable, the Holders can agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favour or against such resolution.

The rules of the SchVG are, if applied by the Issuer, largely mandatory, although they permit in limited circumstances supplementary provisions set out in the Terms and Conditions.

The following is a brief overview of some of the statutory rules regarding the taking of votes without meetings and the convening and conduct of meetings of Holders, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the "**Holders' Representative**") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

Rules regarding Holders' Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Holders' meetings will apply mutatis mutandis to any vote without a meeting. The following summarises some of such rules.

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding five per cent or more of the outstanding Notes so require for specified reasons permitted by statute.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50 per cent of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by

a qualified majority, a quorum requires the presence of at least 25 per cent. of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an Issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

SUBSCRIPTION AND SALE

The Issuer and the Dealers have entered into the Dealer Agreement as a basis upon which they or any of them may from time to time agree to purchase Notes.

Selling Restrictions

1. General

Each Dealer has agreed and each New Dealer appointed under the Programme will be required to represent and agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer and any other Dealer shall have any responsibility therefor. Neither the Issuer nor any of the Dealers has represented that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer(s) will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer(s) shall agree and as shall be set out in the applicable Final Terms.

2. Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each New Dealer appointed under the Programme will be required to represent and agree that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the Competent Authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the Competent Authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purposes of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication to persons in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

3. *Prohibition of Sales to EEA Retail Investors*

Unless the Final Terms in respect of any Notes specify the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each New Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or 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 as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- a) 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 Directive 2014/65/EU (as amended, "**MiFID II**") or
 - ii. a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - iii. not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**"); and
- b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

4. *United States of America (the "**United States**")*

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act, and may not be offered, sold or delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note.

From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Article 4.1(n) of the Dealer Agreement, each Dealer (a) has acknowledged that the Notes have not been and will not be registered under the Securities Act; (b) has represented and agreed that it has not offered, sold or delivered any Notes, and will not offer, sell or deliver any Notes, (i) as part of its distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and closing date, within the United States or to, or for the account or benefit of, U.S. persons and it has and will only offer, sell or deliver any Notes in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (c) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have

complied and will comply with the offering restrictions requirements of Regulation S; and (d) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903(b)(2)(iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S".

Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche.

Terms used in the above paragraphs have the meanings given to them by Regulation S.

Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.

Notes, other than Notes with an initial maturity of one year or less, will be issued in accordance with provisions identical to those described in the United States Treasury Regulation § 1.163-5(c)(2)(i)(d) (the "**TEFRA D Rules**"), or in accordance with provisions identical to those described in the United States Treasury Regulation § 1.163-5(c)(2)(i)(c) (the "**TEFRA C Rules**"), as indicated in the applicable Final Terms.

In addition, in respect of Notes issued in accordance with the TEFRA D Rules, each Dealer has represented and agreed that:

- (a) except to the extent permitted under the TEFRA D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive notes in bearer form that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form 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 United States person, except as permitted by the TEFRA D Rules;
- (c) if such Dealer is a United States person, it represents that it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if such Dealer retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of provisions identical to those described in the United States Treasury Regulation § 1.163-5(c)(2)(i)(D)(6);
- (d) it acknowledges that an offer or sale will be considered to be made in the United States or its possessions if it has an address within the United States or its possessions for the offeree or purchaser of a Note subject to such offer or sale; and
- (e) with respect to each affiliate that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either

(i) has repeated and confirmed the representations and agreements contained in paragraphs (a), (b), (c) and (d) on such affiliate's behalf or (ii) has agreed that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in paragraphs (a), (b), (c) and (d).

Terms used in the above paragraphs (a) to (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

In addition, where the TEFRA C Rules are indicated in the relevant Final Terms as being applicable to any Tranche of Notes, Notes in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented and agreed that it has not offered, sold or delivered and will not offer, sell or deliver, directly or indirectly, Notes in bearer form within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of Notes in bearer form, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes in bearer form. Each Dealer has further represented that it has not advertised or promoted, and will not advertise or promote, directly or indirectly, any Notes in bearer form from or within the United States or its possessions or to prospective purchasers in the United States or its possessions. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA C Rules.

Each issue of index, commodity- or currency-linked Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer(s) may agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the Final Terms. Each Dealer has agreed that it shall offer, sell and deliver such Notes only in compliance with such additional U. S. selling restrictions.

5. Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses, where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

6. *Selling Restrictions Addressing Additional Netherlands Securities Laws*

Each Dealer has represented and agreed, and each New Dealer appointed under the Programme will be required to represent and agree, that it will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in the Netherlands unless such offer of Notes is made in reliance on Article 3(2) of the Prospectus Directive and provided (i) such offer is made exclusively to persons or entities which are qualified investors (*gekwalficeerde beleggers*) as defined in Article 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "**DFSA**"), or (ii) standard exemption logo and wording are disclosed as required by Article 5:20(5) of the DFSA, or (iii) such offer is otherwise made in circumstances in which article 5:20(5) of the DFSA is not applicable; and in each case provided that no such offer of Notes shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive. Each Dealer has represented and agreed, and each New Dealer appointed under the Programme will be required to represent and agree, that Zero Coupon Notes (as defined below) in definitive form of the Issuer may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member firm of Euronext Amsterdam N.V., with due observance of the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations.

No such mediation is required in respect of: (a) the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, or (b) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (c) the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (d) the issue and trading of such Zero Coupon Notes within, from or into the Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in the Zero Coupon Note in global form) of any particular Series are issued outside the Netherlands and are not distributed into the Netherlands in the course of their initial distribution or immediately thereafter.

In the event that the Dutch Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with and, in addition thereto, if such Zero Coupon Notes in definitive form do not qualify as commercial paper traded between professional borrowers and lenders within the meaning of the agreement of 2 February 1987, attached to the Royal Decree of 11 March 1987, (*Staatsblad* 129) (as amended), each transfer and acceptance should be recorded in a transaction note, including the name and address of each party to the transaction, the nature of the transaction and the details and serial numbers of such Zero Coupon Notes. For purposes of this paragraph "**Zero Coupon Notes**" means notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

7. *Hungary*

Each Dealer has acknowledged that the Notes may only be offered in Hungary in compliance with the provisions of the Hungarian Capital Markets Act which governs the offer and sale of securities in Hungary. The recipients of this Prospectus or other selling material in respect of the Notes have been individually selected and identified before any offer being made and are targeted exclusively on the basis of a private placement. No distribution or publication of this Prospectus is made to persons other than the recipients to whom this document is personally addressed. Accordingly, each Dealer has represented and agreed that the Notes have not been and will not be offered or advertised publicly or offered similarly under the Hungarian Capital Markets Act. Accordingly, each Dealer represents and agrees that the Notes have not been and will not be advertised, offered or sold, and neither this Prospectus nor any other information circular, brochure or similar document have been or will be distributed, directly or indirectly, to any person in Hungary other than as listed in Section 14 of the Hungarian Capital Markets Act or as specified in and implemented from Article 3 of the Prospectus Directive.

8. *Czech Republic*

Each Dealer has acknowledged that the Prospectus (including all supplements thereto) has been approved by the CSSF in its capacity as the Competent Authority and the Issuer has applied for a notification of the Prospectus into the Czech Republic. Accordingly, public offering of the Notes in the Czech Republic will be enabled upon the provision by the CSSF to the Czech National Bank (as the Competent Authority in the Czech Republic) of a certificate of approval for the Prospectus along with the prospectus and a translation of the summary into the Czech language, and concurrent notification of the European Securities and Market Authority (ESMA), in each case in line with Section 36f(1) of the Czech Act No. 256/2004 Coll., on Doing Business on Capital Markets, as amended (the "**Czech Capital Markets Act**").

However, the foregoing is without prejudice to the restrictions that apply when any offer of the Notes in the Czech Republic is made in accordance with the applicable exemptions under the Prospectus Directive, as transposed by relevant Czech laws under Section 35(2) of the Czech Capital Markets Act, including, but not limited to, offering and/or distribution addressed exclusively to "qualified investors" as defined in the Czech Capital Markets Act.

9. *Slovakia*

Each Dealer has acknowledged that the Prospectus (including all supplements thereto) has been approved by the CSSF in its capacity as the Competent Authority and the Issuer has applied for a notification of the Prospectus (including all supplements thereto) into the Slovak Republic. Accordingly, public offering of the Notes in the Slovak Republic will be enabled upon the provision by the CSSF to the National Bank of Slovakia (as the Competent Authority in the Slovak Republic) of a certificate of approval for the Prospectus (including all supplements thereto) along with the base prospectus and a translation of the summary into the Slovak language, and concurrent notification of the European Securities and Market Authority (ESMA), in each case in line with Section 125d(2) of the Slovak Act 566/2001 Coll. on securities and investment services, as amended (the "**Slovak Securities Act**").

However, the foregoing is without prejudice to the restrictions that apply when any offer of the Notes in the Slovak Republic is made in accordance with the applicable exemptions under the Prospectus Directive, as transposed by relevant Slovak laws under Section 120(3) of the Slovak Securities Act, including, but not limited to, offering and/or distribution addressed exclusively to "qualified investors" as defined in the Slovak Securities Act.

10. *Switzerland*

Unless stated otherwise in the applicable Final Terms, (a) each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not, directly or indirectly, in, into or from Switzerland (i) offer, sell, or advertise the Notes, or (ii) distribute or otherwise make available the Base Prospectus (including the applicable Final Terms) or any other document relating to the Notes, in a way that would constitute a public offering within the meaning of article 652a or 1156 of the Swiss Code of Obligations (the "**CO**") or, if and when entered into force, article 35 of the Swiss Financial Services Act (the "**FinSA**") and the implementing ordinance to the FinSA, and (b) each Dealer has acknowledged and agreed, and each further Dealer appointed under the Programme will be required to acknowledge and agree, that neither this Base Prospectus nor any other document related to the Notes constitutes (i) a prospectus as such term is understood pursuant to article 652a or 1156 CO or, if and when entered into force, article 35 FinSA and the implementing ordinance to the FinSA, (ii) a key information document within the meaning of article 58 FinSA (if and when entered into force) or (iii) a listing prospectus within the meaning of the listing rules of SIX Swiss Exchange Ltd or similar rules of any other trading venue in Switzerland.

11. *Russia*

Each Dealer has represented, warranted and agreed that neither this Prospectus nor the information contained herein is an offer, or an invitation to make offers, to sell, exchange or otherwise transfer securities in the Russian Federation to or for the benefit of any Russian person or entity, and it does not constitute an advertisement or offering of securities in the Russian Federation within the meaning of Russian securities laws. Information contained in this Prospectus is not intended for any persons in the Russian Federation who are not "qualified investors" within the meaning of Article 51.2 of the Federal Law No. 39-FZ "On the Securities Market" dated 22 April 1996, as amended (the "**Russian QIs**"), and must not be distributed or circulated into Russia or made available in Russia to any persons who are not Russian QIs, unless and to the extent they are otherwise permitted to access such information under Russian law. The Notes have not been and will not be registered in Russia and are not intended for "placement" or "circulation" in Russia (each as defined in Russian securities laws) unless and to the extent otherwise permitted under Russian law.

12. *Japan*

Each Dealer has acknowledged and each further Dealer to be appointed under the Programme will be required to acknowledge that the Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer to be appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

13. *Hong Kong*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**")) other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

14. *People's Republic of China*

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the offer of the Notes is not an offer of securities within the meaning of the securities laws of the People's Republic of China or other pertinent laws and regulations of the People's Republic of China and that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including the

Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People's Republic of China.

15. *Singapore*

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA,
- (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; or
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

In this section "15. *Singapore*" of "*Subscription and Sale – Selling Restrictions*", any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

16. *Taiwan / Republic of China*

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority or agency of Taiwan pursuant to relevant securities laws and regulations of Taiwan and may not be issued, offered or sold within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority or agency of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Notes in Taiwan.

17. *Romania*

Each Dealer has represented and agreed, and each New Dealer appointed under the Programme will be required to represent and agree, that it complies and will comply with the provisions of Law no. 24/2017 on issuers of financial instruments and market operations in connection with the offering of the Notes in Romania and that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus or the Final Terms except that it may, make an offer of such Notes to the public in Romania:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to article 3(2) of the Prospectus Directive as transposed by article 16 (3) of law No. 24/2017 on issuers of financial instruments and market operations ("**Law No. 24/2017**") and article 18 (1) of the Financial Supervisory Regulation No. 5/2018 on issuers and operations with securities, following the date of publication of a prospectus in relation to such Notes which has been approved by the Competent Authority in Romania or, where appropriate, approved in another Member State and notified to the Romanian Financial Supervisory Authority, provided that any such prospectus has subsequently been completed by the final terms contemplating such offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive as transposed by article 2 para 21 of Law No. 24/2017 and article 2 para (2) letter o) of the Financial Supervisory Regulation No. 5/2018 on issuers and operations with securities;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive as transposed by article 2 para 21 of Law No. 24/2017 and article 2 para (2) letter o) of the Financial Supervisory Regulation No. 5/2018 on issuers and operations with securities), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time on the basis of any other exemptions from the obligation to prepare and publish a prospectus provided by article 3(2) of the Prospectus Directive as transposed by Article 16 (3) of Law No. 24/2017 and article 18 (1) of the Financial Supervisory Regulation No. 5/2018 on issuers and operations with securities,

provided that no such offer of Notes referred to in (a) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive as transposed by article 16 of Law No. 24/2017 on issuers of financial instruments and market operations, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive as transposed by article 12 of Law No. 24/2017 on issuers of financial instruments and market operations.

Any subsequent sale of the Notes in Romania, which were previously offered in the cases referred to in (b) to (d) above must be made in compliance with the public offer and the prospectus requirement rules and a new assessment of the application of any exemption from the requirement to prepare and publish a prospectus must be made.

For the purpose of this provision, the expression "public offer" in relation to any of the Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

18. United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of securities.

19. Dubai International Financial Centre

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Notes to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

- (a) an "**Exempt Offer**" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "**DFSA**") rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module of the DFSA rulebook.

20. South Korea

The Notes have not been registered with the Financial Services Commission of Korea for public offering in Korea. None of the Notes may be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Financial Investment Services and Capital Markets Act and the decrees and regulations thereunder and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (collectively, the "**Foreign Exchange Transaction Law**"). Without prejudice to the foregoing, the number of Notes offered in Korea or to a resident in Korea shall be less than 50 and for a period of one year from the issue date of the Notes, none of the Notes may be divided resulting in an increased number of Notes. Furthermore, the purchaser of the Notes shall comply with all applicable regulatory requirements (including but not limited to requirements under the Foreign Exchange Transaction Law) in connection with the purchase of the Notes.

TAXATION

The following is a general discussion of certain German, Luxembourg, Austrian, US American, Czech, Hungarian, Romanian, Slovakian and Swiss tax consequences of the acquisition, ownership and disposition of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. As each Tranche of Notes may be subject to a different tax treatment due to the specific terms of such Tranche of Notes as set out in the respective Final Terms, the following section only provides some very general information on the possible tax treatment. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This overview is based on the laws of Germany, the Grand Duchy of Luxembourg, Austria, the United States of America, the Czech Republic, the Slovak Republic, Switzerland Hungary and Romania currently in force and as applied on the date of this document, which are subject to change, possibly with retroactive or retrospective effect. The information contained within this section are 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 PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS OF GERMANY, THE GRAND DUCHY OF LUXEMBOURG, AUSTRIA, UNITED STATES OF AMERICA, THE CZECH REPUBLIC, SLOVAKIA, SWITZERLAND, HUNGARY AND ROMANIA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

1. Taxation in Germany

The following is a general discussion of certain German tax consequences of the acquisition, ownership and the sale, assignment or redemption of Notes and the receipt of interest thereon. It does not purport to be a comprehensive description of all tax considerations, which may be relevant to a decision to purchase Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This overview is based on the laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

With regard to certain types of Notes, neither official statements of the tax authorities nor court decisions exist, and it is not clear how these Notes will be treated. Furthermore, there is often no consistent view in legal literature about the tax treatment of instruments like certain types of Notes, and it is neither intended nor possible to mention all different views in the following overview. Where reference is made to statements of the tax authorities, it should be noted that the tax authorities may change their view even with retroactive effect and that the tax courts are not bound by circulars of the tax authorities and, therefore, may take a different view. Even if court decisions exist with regard to certain types of Notes, it is not certain that the same reasoning will apply to the Notes due to certain peculiarities of such Notes. Furthermore, the tax authorities may restrict the application of judgements of tax courts to the individual case with regard to which the judgement was rendered.

As under this Programme different types of Notes may be issued, the tax treatment of such Notes can be different due to their specific terms. The following overview only provides some very generic information on the possible tax treatment of the Notes and has to be read in conjunction with the more specific information on the taxation as provided in the relevant Final Terms of each tranche of Notes. Furthermore, the taxation of the different types of Notes may differ from each other. The following overview only describes the tax treatment of Notes in general and certain particularities with respect to individual types of Notes.

It should also be noted that the following overview does not provide for information with respect to the tax treatment of any underlying (e.g. bonds, shares, funds) received upon a physical delivery under the Notes and a write-down or conversion of the Notes ordered by a resolution authority, unless

otherwise explicitly referred to. If in particular cases certain Notes should qualify as equity or equity-like instruments from a German tax perspective different taxation rules than those as described in the following overview may apply to such Notes.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the German tax consequences of the acquisition, ownership and the sale, assignment or redemption of Notes and the receipt of interest thereon, including the effect of any state or local taxes, under the tax laws of Germany and each country of which they are residents or citizens or may otherwise be liable to tax. Only these advisers will be able to take into account appropriately the details relevant to the taxation of the respective holders of the Notes.

1.1 Tax Residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

1.1.1 Private Investors

(a) Interest and Capital Gains

Interest payable on the Notes, if any, to persons holding the Notes as private assets ("**Private Investors**") who are tax residents of Germany (i.e. persons whose residence or habitual abode is located in Germany) qualifies as investment income (*Einkünfte aus Kapitalvermögen*) according to sec. 20 para. 1 of the German Income Tax Act (*Einkommensteuergesetz*) and is generally taxed at a separate tax rate of 25 per cent (*Abgeltungsteuer*, in the following also referred to as "**flat tax**"), plus 5.5 per cent solidarity surcharge thereon and, if applicable, church tax. Please note that according to the coalition agreement of the German government parties it is intended to abolish the 25% flat tax regime for interest income so that the respective income would be taxed with the personal progressive income tax rate of up to 45 per cent. (plus 5.5 per cent. solidarity surcharge thereon and church tax, if applicable). It is further intended to cancel the solidarity surcharge for smaller and average income as of 2021.

Capital gains from the sale, assignment or redemption of the Notes, including the original issue discount and interest having accrued up to the disposition of Notes and credited separately ("Accrued Interest", *Stückzinsen*), if any, qualify – irrespective of any holding period – as investment income pursuant to sec. 20 para. 2 of the German Income Tax Act and are also generally taxed at the flat tax rate of 25 per cent, plus 5.5 per cent solidarity surcharge thereon and, if applicable, church tax. If interest claims are disposed of separately (i.e. without the Notes), the proceeds from the disposition are subject to taxation. The same applies to proceeds from the payment of interest claims if the Notes have been disposed of separately. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale.

Capital gains are determined by taking the difference between the sale, assignment or redemption price (after the deduction of expenses directly and factually related to the sale, assignment or redemption) and the issue or acquisition price of the Notes. Where the Notes are issued in a currency other than EUR the sale, assignment or redemption price and the acquisition costs have to be converted into EUR on the basis of the foreign exchange rates prevailing on the issue or acquisition date and the sale, assignment or redemption date respectively.

Expenses (other than such expenses directly and factually related to the sale, assignment or redemption) related to interest payments or capital gains under the Notes are – except for a standard lump sum (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for jointly assessed holders) – not

deductible. "Negative interest" with respect to the Notes, if any, will be treated by the German tax authorities as non-deductible expenses.

According to the flat tax regime losses from the sale, assignment or redemption of the Notes can only be set-off against other investment income including capital gains. If the set-off is not possible in the assessment period in which the losses have been realised, such losses can only be carried forward into future assessment periods and can be set-off against investment income including capital gains generated in these future assessment periods.

If a so-called other capital claim (*sonstige Kapitalforderung*) in the meaning of sec. 20 para. 1 no. 7 of the German Income Tax Act is not repaid in cash at the maturity date but the holder of such claim receives securities (*Wertpapiere*) instead of a repayment, sec. 20 para 4a sentence 3 of the German Income Tax Act construes the consideration for the acquisition of the other capital claim as its sales price. At the same time the consideration for the acquisition of the other capital claim is qualified as acquisition cost of the securities received, i.e. no taxable capital gain would be triggered due to the conversion. Sec. 20 para. 4a sentence 3 of the German Income Tax Act applies in particular to so-called full risk certificates (*Vollrisikozertifikate*), i.e. certain index or share basket etc. linked securities which do not provide for a guaranteed repayment or any capital yield, with a put offer (*Andienungsrecht*).

Further particularities apply with respect to full risk certificates with several payment dates. According to the decree of the German Federal Ministry of Finance (*Bundesfinanzministerium*) dated 18 January 2016 (IV C 1 – S 2252/08/10004:017) (as amended) all payments to the investor under such certificates that are made prior to the final maturity date shall qualify as taxable income from so-called other capital claim pursuant to sec. 20 para. 1 no. 7 German Income Tax Act, unless the offering terms and conditions stipulate that such payments shall be redemption payments. If there is no final redemption payment, the final maturity date shall not constitute a sale-like event in the meaning of sec. 20 para. 2 German Income Tax Act. Therefore, capital losses, if any, shall not be deductible. The same applies with respect to so-called knock-out and other certificates if the investor does not receive any payment at the final maturity date or the certificate will be prematurely cancelled according to its terms and conditions because the underlying reaches or breaks any knock-out threshold or barrier prior to the final maturity date. Although this decree only refers to certain types of certificates, it cannot be excluded that the tax authorities may apply the above described principles to other kinds of securities (such as the Notes) as well. However, according to the decrees dated 23 January 2017 (IV C 1 – S 2252/08/10004:018) and 12 April 2018 (IV C 1 – S 2252/08/10004:021) the German Federal Ministry of Finance now accepts losses in connection with the expiration of option rights (including options with knock out character) and respective warrants as well as certain derivative transactions which may also affect other financial instruments.

Further, the German Federal Ministry of Finance in its decree dated 18 January 2016 (IV C 1 – S 2252/08/10004:017) (as amended) has taken the position that a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*) shall, in general, not be treated as a sale, so that losses suffered upon such bad debt loss or waiver shall not be deductible for tax purposes. Moreover, according to the decree dated 18 January 2016 (IV C 1 – S 2252/08/10004:017) (as amended) the German Federal Ministry of Finance holds the view that a disposal (*Veräußerung*) (and, as a consequence, a tax loss resulting from such disposal) shall not be recognised if (i) the sales price does not exceed the actual transaction cost or (ii) the level of transaction costs is restricted because of a mutual agreement that the transaction costs are calculated by subtracting a certain amount from the sales price. This view has however been challenged in 2018 by a judgement of the German Federal Fiscal Court. Furthermore, the German Federal Fiscal Court (BFH VIII R 13/15 of October 24, 2017) recently decided that a finally suffered bad debt loss (due to insolvency) is tax deductible; the court did not decide whether this also applies in case of debt waiver. The new ruling has not been officially published in the Federal Tax Gazette (*Bundessteuerblatt*) as this requires the coordination of the supreme tax authorities of the federation and the German states. As this has not taken place yet, the ruling should therefore not be applied apart from the specific case decided by the court (regional

finance office North Rhine-Westphalia, information note (income tax) no. 01/2018 dated 23 January 2018).

Instead, as part of the annual tax act 2019 (so called *Jahressteuergesetz 2019*, technically implemented as „*Gesetz zur weiteren steuerlichen Förderung der Elektromobilität und zur Änderung weiterer steuerlicher Vorschriften*“) and as a reaction to the above discussed decision of the German Federal Fiscal Court with respect to the recognition of bad debt losses, the German Federal Ministry of Finance has provided a draft bill (publication date 8 May 2019) according to which bad debt losses, the expiration of options and losses resulting from the derecognition, irrecoverability, transfer of worthless receivables or other capital investments and comparable loss events shall be disregarded for tax purposes as of 2020.

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 new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

(b) *Withholding*

If the Notes are held in custody with or administrated by a German credit institution, financial services institution (including a German permanent establishment of such foreign institution), securities trading company or securities trading bank (the "Disbursing Agent"), the flat tax at a rate of 25 per cent (plus 5.5 per cent solidarity surcharge thereon and, if applicable, church tax) will be withheld by the Disbursing Agent on interest payments and the excess of the proceeds from the sale, assignment or redemption (after the deduction of expenses directly and factually related to the sale, assignment or redemption) over the issue or acquisition costs for the Notes (if applicable converted into EUR terms on the basis of the foreign exchange rates as of the issue or acquisition date and the sale, assignment or redemption date respectively). Church tax is collected by way of withholding as a standard procedure unless the Private Investor filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

The Disbursing Agent will provide for the set-off of losses (except for capital losses derived from equities) and paid accrued interest (*Stückzinsen*) with current investment income including capital gains from other securities. If, in the absence of sufficient current investment income derived through the same Disbursing Agent, a set-off of losses is not possible, the holder of the Notes may – instead of having a loss carried forward into the following year – file an application with the Disbursing Agent until 15 December of the current fiscal year for a certification of losses in order to set-off such losses with investment income derived through other institutions in the holder's personal income tax return.

If custody has changed since the acquisition and the acquisition data is not proved as required by sec. 43a para. 2 German Income Tax Act or not relevant, the flat tax rate of 25 per cent (plus 5.5 per cent solidarity surcharge thereon and, if applicable, church tax) will be imposed on an amount equal to 30 per cent of the proceeds from the sale, assignment or redemption of the Notes.

In the course of the tax withholding provided for by the Disbursing Agent foreign taxes may be credited in accordance with an applicable double taxation treaty and the German Income Tax Act.

If the Notes are not kept in a custodial account with a Disbursing Agent, the flat tax will – by way of withholding – apply on interest paid by a Disbursing Agent upon presentation of a coupon (whether or not presented with the Note to which it appertains) to a holder of such coupon (other than a non-German bank or financial services institution) (*Tafelgeschäft*), if any. In this case proceeds from the sale, assignment or redemption of the Notes will also be subject to the withholding of the flat tax.

In general, no flat tax will be levied if the holder of the Notes has filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent (in the maximum amount of the standard lump sum of EUR 801 (EUR 1,602 for jointly assessed holders)) to the extent the income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no flat tax will be deducted if the holder of the Notes has submitted to the Disbursing Agent a valid

certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

For Private Investors the flat tax withheld is, in general, definitive. Exceptions apply e.g., if and to the extent the actual investment income exceeds the amount which was determined as the basis for the withholding of the flat tax by the Disbursing Agent. In such case, the exceeding amount of investment income must be included in the Private Investor's income tax return and will be subject to the flat tax in the course of the assessment procedure. According to the decree of the German Federal Ministry of Finance dated 18 January 2016 (IV C 1 – S 2252/08/10004:017) (as amended), however, any exceeding amount of not more than EUR 500 per assessment period may not be claimed on grounds of equity, provided that no other reasons for an assessment according to sec. 32d para. 3 of the German Income Tax Act exist. According to sec. 32d para. 2 no. 1 of the German Income Tax Act the flat tax rate is also not available in situations where an abuse of the flat tax rate is assumed (e.g. "back-to-back" financing). Further, Private Investors may request that their total investment income, together with their other income, be subject to taxation at their personal, progressive income tax rate rather than the flat tax rate, if this results in a lower tax liability. In order to prove such capital investment income and the withheld flat tax thereon the investor may request a respective certificate in the officially required form from the Disbursing Agent.

Investment income not subject to the withholding flat tax (e.g. since there is no Disbursing Agent) must be included in the personal income tax return and will be subject to the flat tax rate of 25 per cent (plus 5.5 per cent solidarity surcharge thereon and, if applicable, church tax), unless the investor requests the investment income to be subject to taxation at lower personal, progressive income tax rate. Foreign taxes may be credited in accordance with an applicable double taxation treaty and the German Income Tax Act.

Under current German tax law, there is generally no source withholding tax (*Quellensteuer*) to be withheld by the Issuer. The flat tax (*Abgeltungsteuer*) which is withheld by the Disbursing Agent is not deemed to be such source withholding tax. On this basis, the Issuer is, in general, not obliged to levy the flat tax in respect of payments on the Notes.

1.1.2 Business Investors

Interest payable on the Notes to persons holding the Notes as business assets ("**Business Investors**") who are tax residents of Germany (i.e. Business Investors whose residence, habitual abode, statutory seat or place of effective management and control is located in Germany) and capital gains, including the original issue discount and Accrued Interest, if any, from the sale, assignment or redemption of the Notes are subject to corporate income tax or income tax, as the case may be, (each plus solidarity surcharge thereon, and, if applicable, church tax) in the hands of a Business Investor at the investor's personal tax rate and also have to be considered for trade tax purposes. Losses from the sale, assignment or redemption of the Notes, are generally recognised for tax purposes (this may be different, if certain (e.g. index linked) Notes would have to be qualified as derivative transactions).

If instead of a cash-settlement at maturity of Notes, the holder of such Notes receives securities, such delivery would be regarded as a taxable sale of the Notes and the corresponding capital gain will be taxable.

The withholding tax, if any, including a solidarity surcharge thereon, is credited as a prepayment against the Business Investors' corporate or personal income tax liability and the solidarity surcharge in the course of the tax assessment procedure, i.e. the withholding tax is not definitive. Any potential surplus will be refunded. However, in general and subject to further requirements, no withholding deduction will apply on capital gains from the sale, assignment or redemption of the Notes and in the case of derivative transactions if (i) the Notes are held by a corporation, association or estate in terms of sec. 43 para. 2 sentence 3 no. 1 of the German Income Tax Act or (ii) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the Disbursing Agent by use of the required official form according to sec. 43 para. 2 sentence 3 no. 2 of the German Income Tax Act (*Erklärung zur Freistellung vom Kapitalertragsteuerabzug*).

Foreign taxes may be credited in accordance with an applicable double taxation treaty and the German Income Tax Act. Alternatively, foreign taxes may also be deducted from the tax base for German income tax purposes.

1.2 Non-residents

Interest payable on the Notes and capital gains, including Accrued Interest, if any, 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 holder of the Notes; (ii) the interest income otherwise constitutes German-source income (such as income from the letting and leasing of certain German-situs property or interest income from capital investments directly or indirectly secured by German-situs real estate, unless the Notes qualify as global notes (*Sammelurkunden*) within the meaning of Section 9a of the German Custody Act (*Depotgesetz*) or as fungible notes representing the same issue (*Teilschuldverschreibungen*); or (iii) the Notes are not kept in a custodial account with a Disbursing Agent and interest or proceeds from the sale, assignment or redemption of the Notes are paid by a Disbursing Agent upon presentation of a coupon to a holder of such coupon (other than a non-German bank or financial services institution) (*Tafelgeschäft*), if any. In the cases (i), (ii) and (iii) a tax regime similar to that explained above under "Tax Residents" applies.

Non-residents of Germany are, as a rule, exempt from German withholding tax on interest and the solidarity surcharge thereon, even if the Notes are held in custody with a Disbursing Agent. However, where the interest income 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 or in case of a *Tafelgeschäft*, withholding flat tax is levied as explained above under "Tax Residents".

The withholding tax may be refunded based upon an applicable double taxation treaty or German national tax law.

1.3 Inheritance and Gift Tax

No inheritance or gift taxes with respect to the Notes will arise under the laws of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Notes are not attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed in Germany. Exceptions from this rule apply to certain German expatriates.

1.4 Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery, execution or conversion of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax, but the timing and form are not yet clear. Recent press releases suggest that the scope of the financial transaction tax may be limited to share transactions so that the trading of Notes would not be subject to the financial transaction tax.

2. Taxation in Luxembourg

The following is a general description of certain Luxembourg withholding tax considerations relating to the Notes. It does not address any other Luxembourg tax aspects of acquiring, holding or disposing of the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. It is included herein solely for preliminary information purposes and is not intended to be, nor should it construed to be, legal or tax advice. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg.

This overview is based upon the Luxembourg law and regulations as in effect and as interpreted by the Luxembourg tax authorities on the date of this Base Prospectus and is subject to any amendments in law (or in interpretation) later introduced, whether or not on a retroactive basis. The information contained within this section is limited to withholding 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.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature refers to Luxembourg tax law and/or concepts only.

The Issuer, in its capacity as debtor, is not responsible for the withholding of the tax levied in Luxembourg, if any, and therefore assumes no responsibility for the withholding of taxes at the source.

2.1 Tax residency

A holder of the Notes will not become resident, nor be deemed to be resident, in Luxembourg solely by virtue of holding and/or disposing of Notes or the execution, performance, delivery and/or enforcement of his/her rights thereunder.

2.2 Non-resident holders of the Notes

Under Luxembourg tax laws currently in force, all payments of interest (including accrued but unpaid interest) and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes are free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law.

2.3 Resident individual holders of the Notes

Under the amended law of 23 December 2005 (the "**Relibi Law**"), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner who is resident in Luxembourg will be subject to a withholding tax. This withholding tax also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Payments of interest under the Notes coming within the scope of the Relibi Law would be subject to withholding tax of 20 per cent.

Further, pursuant to the Relibi Law, Luxembourg resident individuals who are the beneficial owners of interest payments and other similar income made by a paying agent established outside Luxembourg, in a Member State of either the European Union or the European Economic Area, can opt to self declare and pay a 20 per cent levy. In such case, the 20 per cent levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the 20 per cent levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year.

In each case described above, responsibility for the withholding tax is assumed by the Luxembourg paying agent and not by the Issuer.

3. Taxation in Austria

This section on taxation contains a brief summary of the Issuer's understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Notes in Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information

purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential investors in the Notes consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Notes. Tax risks resulting from the Notes (in particular from a potential qualification as equity for tax purposes instead of debt) shall in any case be borne by the investor. For the purposes of the following it is assumed that the Notes are legally and factually offered to an indefinite number of persons in the sense of § 27a(2)(2) of the Austrian Income Tax Act (*Einkommensteuergesetz*).

General remarks

Individuals having a domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*), both as defined in § 26 of the Austrian Federal Fiscal Procedures Act (*Bundesabgabenordnung*), in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*), both as defined in § 27 of the Austrian Federal Fiscal Procedures Act, in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

Income taxation

Pursuant to § 27(1) of the Austrian Income Tax Act, the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to § 27(2) of the Austrian Income Tax Act, including dividends and interest; the tax basis is the amount of the earnings received (§ 27a(3)(1) of the Austrian Income Tax Act);
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to § 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital (including zero coupon bonds); the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs, in each case including accrued interest (§ 27a(3)(2)(a) of the Austrian Income Tax Act); and
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to § 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates (the mere exercise of an option does not trigger tax liability); e.g., in the case of index certificates, the tax basis amounts to the sales proceeds or the redemption amount minus the acquisition costs (§ 27a(3)(3)(c) of the Austrian Income Tax Act).

Also the withdrawal of the Notes from a securities account (*Depotentnahme*) and circumstances leading to a restriction of Austria's taxation right regarding the Notes vis-à-vis other countries, e.g. a

relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (cf. § 27(6)(1) and (2) of the Austrian Income Tax Act). The tax basis amounts to the fair market value minus the acquisition costs (§ 27a(3)(2)(b) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Notes as non-business assets are subject to income tax on all resulting investment income pursuant to § 27(1) of the Austrian Income Tax Act. Investment income from the Notes with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), is subject to withholding tax (*Kapitalertragsteuer*) at a flat rate of 27.5 per cent; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to § 97(1) of the Austrian Income Tax Act). Investment income from the Notes without an Austrian nexus must be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5 per cent. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act at the (lower) progressive income tax rate (option to regular taxation pursuant to § 27a(5) of the Austrian Income Tax Act). The acquisition costs must not include ancillary acquisition costs (*Anschaffungsnebenkosten*; § 27a(4)(2) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (§ 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. § 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest from bank accounts and other non-securitized claims *vis-à-vis* credit institutions (except for cash settlements and lending fees) nor against income from private foundations, foreign private law foundations and other comparable legal estates (*Privatstiftungen, ausländische Stiftungen oder sonstige Vermögensmassen, die mit einer Privatstiftung vergleichbar sind*); income subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act may not be offset against income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income. Losses must not be carried forward to subsequent years. The Austrian custodian agent has to effect the offsetting of losses by taking into account all of a taxpayer's securities accounts with the custodian agent, in line with § 93(6) of the Austrian Income Tax Act, and to issue a written confirmation to the taxpayer to this effect.

Individuals subject to unlimited income tax liability in Austria holding the Notes as business assets are subject to income tax on all resulting investment income pursuant to § 27(1) of the Austrian Income Tax Act. Investment income from the Notes with an Austrian nexus is subject to withholding tax at a flat rate of 27.5 per cent. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (nevertheless income tax at the flat rate of 27.5 per cent). Investment income from the Notes without an Austrian nexus must always be included in the investor's income tax return and is subject to income tax at the flat rate of 27.5 per cent. In both cases upon application the option exists to tax all income subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act at the (lower) progressive income tax rate (option to regular taxation pursuant to § 27a(5) of the Austrian Income Tax Act). Expenses such as bank charges and custody fees must not be deducted (§ 20(2) of the Austrian Income Tax Act); this also applies if the option to regular taxation is exercised. Pursuant to § 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of § 27(3) and (4) of the Austrian Income Tax Act, which are subject to income tax at the flat rate of 27.5 per cent, are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets within the same business unit (*Wirtschaftsgüter desselben Betriebes*); only 55 per cent of the remaining negative difference may be offset against other types of income. The flat tax rate does not apply to income from realised increases in value and income from derivatives if realizing these types of income constitutes a key area of the respective investor's business activity (§ 27a(6) of the Austrian Income Tax Act).

Pursuant to § 7(2) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*), corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income in the sense of § 27(1) of the Austrian Income Tax Act from the Notes at a rate of 25 per cent (§ 22(1) of the Austrian Corporate Income Tax Act). Income in the sense of § 27(1) of the Austrian Income Tax Act from the Notes with an Austrian nexus is generally subject to withholding tax at a flat rate of 27.5 per cent. However, pursuant to § 93(1a) of the Austrian Income Tax Act, the withholding agent may apply a 25 per cent. rate if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the corporate income tax liability. Under the conditions set forth in § 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Losses from the alienation of the Notes can be offset against other income.

Pursuant to § 13(3)(1) in connection with § 22(2) of the Austrian Corporate Income Tax Act, private foundations (*Privatstiftungen*) pursuant to the Austrian Private Foundations Act (*Privatstiftungsgesetz*) fulfilling the prerequisites contained in § 13(3) and (6) of the Austrian Corporate Income Tax Act and holding the Notes as non-business assets are subject to interim taxation at a rate of 25 per cent on interest income, income from realised increases in value and income from derivatives (*inter alia*, if the latter are in the form of securities). Pursuant to the Austrian tax authorities' view, the acquisition costs must not include ancillary acquisition costs. Expenses such as bank charges and custody fees must not be deducted (§ 12(2) of the Austrian Corporate Income Tax Act). Interim tax is generally not triggered insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. Investment income from the Notes with an Austrian nexus is generally subject to withholding tax at a flat rate of 27.5 per cent. However, pursuant to § 93(1a) of the Austrian Income Tax Act, the withholding agent may apply a 25 per cent rate if the debtor of the withholding tax is a corporation. Such withholding tax can be credited against the tax triggered. Under the conditions set forth in § 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Individuals and corporations subject to limited (corporate) income tax liability in Austria are taxable on income from the Notes if they have a permanent establishment (*Betriebsstätte*) in Austria and the Notes are attributable to such permanent establishment (*cf.* § 98(1)(3) of the Austrian Income Tax Act, § 21(1)(1) of the Austrian Corporate Income Tax Act). In addition, individuals subject to limited income tax liability in Austria are also taxable on interest in the sense of § 27(2)(2) of the Austrian Income Tax Act and accrued interest (including from zero coupon bonds) in the sense of § 27(6)(5) of the Austrian Income Tax Act from the Notes if the (accrued) interest has an Austrian nexus and if withholding tax is levied on such (accrued) interest. This does not apply to individuals being resident in a state with which automatic exchange of information exists (in this case however, the individual has to prove the tax residency in such state by providing a certificate of residence to the withholding agent). Interest with an Austrian nexus is interest the debtor of which has its place of management and/or its legal seat in Austria or is an Austrian branch of a non-Austrian credit institution; accrued interest with an Austrian nexus is accrued interest from securities issued by an Austrian issuer (§ 98(1)(5)(b) of the Austrian Income Tax Act). Under applicable double taxation treaties, relief from Austrian income tax might be available. However, Austrian credit institutions must not provide for such relief at source; instead, the investor may file an application for repayment of tax with the competent Austrian tax office.

Inheritance and gift taxation

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) are subject to foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Transfer Tax Act (*Stiftungseingangssteuergesetz*) if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat and/or their place of management in Austria. Certain exemptions apply in cases of transfers *mortis causa* of financial assets within the meaning of § 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from

such financial assets is subject to income tax at a flat rate pursuant to § 27a(1) of the Austrian Income Tax Act. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5 per cent, with higher rates applying in special cases.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat and/or their place of management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may trigger fines of up to 10 per cent of the fair market value of the assets transferred.

Further, gratuitous transfers of the Notes may trigger income tax at the level of the transferor pursuant to § 27(6)(1) and (2) of the Austrian Income Tax Act (see above).

4. U.S. Withholding Tax under FATCA

Sections 1471 through 1474 of the U.S. Internal Revenue Code (commonly referred to as FATCA) imposes certain tax information reporting and withholding regime for payments made or received by U.S. withholding agents, multinational companies, certain Foreign Financial Institutions (FFIs) and other foreign persons. A participating financial institution is required under FATCA to:

- Classify clients and counterparts according to a specific FATCA typology
- Report accounts held by U.S. persons, U.S. taxpayers, certain non-financial foreign entities owned by U.S. persons
- Withhold tax in certain circumstances, on withholdable payments paid to non-consenting parties (FATCA non-compliant clients / counterparts)

The Issuer is committed to being and remaining fully FATCA compliant. Accordingly, the Issuer may need to report information about account holders who do not provide the required documentation and may also be required to withhold on or in respect of FATCA at the rate of 30 per cent. on certain U.S. source payments, if the client has not returned the correct documentation. U.S. source income that is fixed or determinable, annual or periodical (FDAP) income is subject to 30 per cent withholding. Therefore, among others, custody business with U.S. securities (equities, bonds, notes, shares of investment funds, or other interest-bearing obligations issued by U.S. residents or U.S. corporations or the United States) may be impacted by FATCA withholding.

A withholding agent must withhold 30 per cent of any withholdable payment made after 30 June 2014, unless the payment is made under a **grandfathered obligation** or constitutes gross proceeds from the disposition of such an obligation. The term grandfathered obligation includes debt instruments outstanding on 1 July 2014 with a fixed maturity other than demand deposits

Solely for purposes of a **foreign passthru payment**, the term grandfathered obligation also includes any obligation ("**Grandfathered Passthru Obligations**") that is outstanding on or before the date that is six months after the date on which U.S. final regulations defining the term foreign passthru payment are filed with the U.S. Federal Register (the "**Grandfather Date**").

However, a participating FFI is **not required to deduct and withhold tax** on a **foreign passthru payment** made by such participating FFI to an account held by a recalcitrant account holder or to a nonparticipating FFI the date that is two years after the date of publication in the U.S. Federal Register of final regulations defining the term foreign passthru payment. As of the date hereof, such term remains undefined.

The Issuer and financial institutions through which payments on the Notes are made may be required to withhold U.S. tax at a rate of up to 30 per cent on all, or a portion of, payments in respect of the Notes made after the date that is two years after the date that the term "foreign passthru payment" is defined in final regulations published in the U.S. Federal Register. This withholding tax does not apply to payments on Notes that are Grandfathered Passthru Obligations unless: (x) such Notes are "materially modified" after that date, (y) such Notes are characterised as equity for U.S. federal income tax purposes, or (z) the Issuer issues further Notes on or after the Grandfather Date that form part of the same series as the existing Notes, other than pursuant to a "qualified reopening" for U.S. tax purposes.

The Issuer as an Austrian Financial Institution has registered with the U.S. IRS as a "Participating Financial Institution not covered by an IGA; or Reporting Financial Institution under a Model 2 IGA (**Reporting Model 2 FFI**)". Its Global Intermediary Identification Number (**GIIN**) is "**28CWN4.00000.LE.040**". The issuer, therefore, may be required to provide certain information about investors. Under such an FFI agreement, withholding may be triggered if: (a) an investor does not provide information sufficient for the relevant party to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer, (b) an investor does not consent, where necessary, to have its information disclosed to the U.S. Internal Revenue Service (IRS) or (c) any investor or person through which payment on the Notes is made is not otherwise able to receive payments free of withholding under FATCA.

Austria negotiated an Intergovernmental Agreement (IGA Model 2) with the United States (the "U.S.-Austria IGA") which entered into force on 9 December 2014 in order to facilitate the implementation of FATCA for Austrian financial institutions (i.e. custodial institutions, depository institutions, investment entities or specified insurance companies) and to allow reporting of specific customer information to the IRS on accounts held by Non Participating FFIs and certain U.S. persons. If an Austrian financial institution should fail to comply with the requirements set out by FATCA and the U.S.-Austria IGA, it may ultimately lose its FATCA compliant status and thus become subject to FATCA withholding as described above. It is presently unclear if and when the United States and Austria might address withholding on "foreign passthru payments" (which may include payments on the Notes) or if such withholding will be required at all.

5. Taxation in the Czech Republic

*The following is a general description of certain tax aspects of Czech laws regarding the acquisition, ownership, disposition and retirement of the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in the relevant countries or elsewhere. This summary does not take into account or discuss the tax laws of any country other than the Czech Republic nor does it take into account specific double taxation treaties, credit of foreign taxes, individual circumstances, status and financial situation or investment objectives of an investor. The tax position of certain categories of holders of the Notes ("**Holders**") who are subject to special rules such as, for example, dealers in securities, insurance companies and collective investment schemes, and Holders who have (or are deemed to have) acquired their Notes by virtue of an office or employment, is not considered.*

*The following relates to certain tax aspects of Czech laws and does not specifically comment on or take into account the impact of the U.S. Foreign Account Tax Compliance Act ("**FATCA**"), European Union financial transaction tax or any of their aspects. The following is based upon the tax laws of the Czech Republic as in effect on the date of this document and is subject to any change in law that may take effect after such date. It is recommended that parties interested in acquiring the Notes consult their legal and tax advisors with regard to the tax, foreign exchange and legal consequences of acquiring, holding and disposing of the Notes and receiving payments under the tax and foreign exchange legislation in effect in the Czech Republic and the countries where such parties reside, as well as countries in which proceeds from holding or selling the Notes could be taxed.*

The following assumes that the Issuer is not resident in, and has no permanent establishment in the Czech Republic.

5.1 Taxation of Interest Income

Interest income (which may include also the difference between the selling price of the Notes and their issue price if the Notes are sold to the Issuer) from the Notes realized generally on a cash basis by (a) an individual Holder resident in the Czech Republic for tax purposes ("**Czech Individual Holder**") or by (b) an individual Holder not resident in the Czech Republic for tax purposes ("**Non-Czech Individual Holder**") holding the Notes through a permanent establishment in the Czech Republic, is taxed in the general tax base and subject to personal income tax of 15 per cent (before taking deductibles from tax base or from tax into account).

Interest income recognized generally on an accrual basis by (a) a Holder other than an individual and resident in the Czech Republic for tax purposes ("**Czech Corporate Holder**") or (b) a Holder other than an individual and not resident in the Czech Republic for tax purposes ("**Non-Czech Corporate Holder**") holding the Notes through a permanent establishment in the Czech Republic, is generally subject to Czech corporate income tax of 19 per cent (before taking deductibles from tax base or from tax into account).

All Holders that are subject to tax in the Czech Republic are generally obliged to declare such interest income in their annual tax returns on a self-assessment basis.

Interest income of certain taxpayers (e.g. foundations, Securities Traders Guarantee Fund, investment funds) may be tax exempt under certain conditions or subject to a lower rate of tax.

Interest income of Non-Czech Individual Holders and Non-Czech Corporate Holders other than those holding the Notes through a permanent establishment in the Czech Republic is not subject tax in the Czech Republic.

5.2 Taxation of Capital Gains and Losses

With the exception of capital gains from the sale of the Notes by an individual Holder to the Issuer, which are treated as interest income for Czech individual income tax purposes, all other capital gains (and losses) are included in the "other income" partial tax base for Czech income tax purposes, unless exempt from tax.

Income realized by a non-Czech Holder, not holding the Notes through a permanent establishment in the Czech Republic, from the sale of the Notes to another non-Czech Holder, not acquiring the Notes through a permanent establishment in the Czech Republic, will not be subject to Czech income tax.

Income realized by a non-Czech Holder, holding the Notes through a permanent establishment in the Czech Republic, from the sale of the Notes will be, unless exempt, subject to taxation in the Czech Republic.

Income realized by a non-Czech Holder, not holding the Notes through a permanent establishment in the Czech Republic, from the sale of the Notes to (a) a Czech Holder or (b) a non-Czech Holder acquiring the Notes through a permanent establishment in the Czech Republic, will be subject to taxation in the Czech Republic unless (i) the non-Czech Holder realizing that income is resident in a country having in force a double taxation treaty with the Czech Republic, pursuant to the terms of which the right to tax that income is conferred exclusively to the former country, or (ii) in the case of a selling Non-Czech Individual Holder, such income is exempt from tax.

If income realized by a non-Czech Holder from the sale of the Notes is subject to taxation in the Czech Republic (as discussed in the foregoing paragraphs), a Czech Holder or a permanent establishment in the Czech Republic of a non-Czech Holder paying the income will be obliged to withhold tax security of 1 per cent on a gross basis, unless the non-Czech Holder is tax resident in a European Union or European Economic Area member state, or unless such obligation is waived

pursuant to a prior decision by the Czech tax authorities. This tax security could be, subsequently, credited against the final Czech tax liability of the non-Czech Holder in his Czech tax return if it is filed.

Income realized by a Czech Holder and income realized by a Non-Czech Holder from the sale of the Notes which is subject to taxation in the Czech Republic as described above is, unless exempt, generally subject to Czech corporate income tax of 19 per cent or personal income tax of 15 per cent. In the specific case of (a) a Czech Individual Holder who holds the Notes as part of their business property or (b) a Non-Czech Individual Holder holding the Notes through a permanent establishment in the Czech Republic who holds the Notes as part of their business property, income in excess of 48-times the average wage (CZK 1,569,552 for 2019) is additionally subject to a solidarity surcharge tax of 7 per cent and potentially also to other social security and health insurance levies.

All Holders subject to tax in the Czech Republic are generally obliged to declare such taxable income in their annual tax returns on a self-assessment basis. Where withholding of tax security applies (as described above), if a non-Czech Holder does not file his Czech tax return within the statutory deadline, the tax security withheld may be deemed by the tax authorities to constitute the final tax of such non-Czech Holder.

Income realized by a Czech Individual Holder or a Non-Czech Individual Holder from the sale of the Notes acquired on or after 1 January 2014 is exempt from Czech personal income tax provided that the holding period of the Notes exceeded three years and the Notes have not been held as part of business property of such individual, or, if so, the Notes will not be sold prior to the expiry of a three year period following the termination of that individual's business activities. Furthermore, income from the sale of the Notes realized by individual Holders is exempt from taxation, if the aggregate (worldwide) income of that individual in the given calendar year from the sale of all securities (including the Notes) does not exceed the amount of CZK 100,000, assuming the Notes have never been held as part of business property of such individual.

A Holder who is an individual is obliged to report income from the Notes to the Czech tax authorities if that income is exempt from taxation under the rules described in the forgoing paragraph and exceeds, in each individual case, CZK 5,000,000. Non-compliance with that reporting obligation may be penalized by a sanction of up to 15% of the gross amount of that income.

For Czech Holders and permanent establishments of non-Czech Holders, who keep books and hold the Notes as part of their business property, losses upon a sale of the Notes will generally be tax deductible. By contrast, losses incurred by Czech Individual Holders and Non-Czech Individual Holders other than those mentioned in the previous sentence are generally non-deductible, although losses, where the income from the sale of the Notes is not exempt from taxation, could be deducted from other taxable capital gains realized on the Notes or arguably also other securities within the same calendar year.

Czech Holders and permanent establishments of non-Czech Holders who are subject to Czech accounting standards for entrepreneurs or to Czech accounting standards for financial institutions may be required to revalue the Notes to fair value for accounting purposes, whereby the unrealized gains and losses would be accounted for as revenue or expense, respectively. Such revenue is generally taxable and the corresponding expense is generally tax deductible for Czech tax purposes.

6. Taxation in the Slovak Republic

The following is a general description of certain tax aspects of Slovak laws regarding the acquisition, ownership, disposition and retirement of the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in the relevant countries or elsewhere. This summary does not take into account or discuss the tax laws of any country other than the Slovak Republic nor does it take into account specific double taxation treaties, credit of foreign taxes, individual circumstances, status and financial situation or investment objectives of an investor. The

tax position of certain categories of holders of the Notes ("Holders") who are subject to special rules such as, for example, non-for-profit organizations, is not considered.

The following relates to certain tax aspects of Slovak laws and does not specifically comment on or take into account the impact of the FATCA, European Union financial transaction tax or any of their aspects. The following is based upon the tax laws of the Slovak Republic as in effect on the date of this document and is subject to any change in law that may take effect after such date. It is recommended that parties interested in acquiring the Notes consult their legal and tax advisors with regard to the tax, foreign exchange and legal consequences of acquiring, holding and disposing of the Notes and receiving payments under the tax and foreign exchange legislation in effect in the Slovak Republic and the countries where such parties reside, as well as countries in which proceeds from holding or selling the Notes could be taxed.

The following assumes that the Notes are issued outside of the Slovak Republic, that the Issuer is not treated as a resident of the Slovak Republic for tax purposes and has no permanent establishment in the Slovak Republic.

6.1 Slovak Individuals

Interest income on the Notes paid to (i) an individual who is treated as a Slovak tax resident and (ii) an individual who is not treated as a Slovak tax resident but who holds the Notes through its permanent establishment in the Slovak Republic ("**Slovak Individual**") is subject to taxation in the Slovak Republic on cash basis and shall be included in his/her personal income tax base and taxed in his/her personal income tax return. Similarly, capital gain (i.e. the difference between (i) the sale price and (ii) the acquisition price of the Notes, increased by related costs connected with the acquisition and sale of the Notes) realised by a Slovak Individual upon the sale of the Notes is subject to taxation in the Slovak Republic on cash basis and shall be included in his/her personal income tax base and taxed in his/her personal income tax return.

However, income realized from the sale of the Notes is exempt from taxation if (i) the Notes are traded on a regulated market and (ii) the Holder holds the Notes for more than a year; but the exemption does not apply if the Holder holds the Notes as part of his/her business assets. In general, any loss realised by a Slovak Individual is tax non-deductible with some specific exemptions defined in the Slovak tax law. Depending on the Slovak Individual's overall tax position, he/she may be entitled to a tax exemption up to the amount of EUR 500 from income realised from the sale of the Notes in one tax period.

The personal income of the Slovak Individual is subject to progressive taxation with the rates of 19 per cent or, for annual income exceeding approx. EUR 36,000, 25 per cent.

6.2 Slovak Corporations

Interest income on the Notes paid to (i) a corporation which is treated as a Slovak tax resident and (ii) a corporation which is not treated as a Slovak tax resident but which holds the Notes through its permanent establishment in the Slovak Republic ("**Slovak Business**") is subject to taxation in the Slovak Republic on accrual basis and shall be included in its corporate income tax base and taxed in its corporate income tax return. Similarly, capital gain (i.e. the difference between (i) the sale price and (ii) the accounting value of the Notes) realised by a Slovak Business upon the sale of the Notes is subject to taxation in the Slovak Republic on accrual basis and shall be included in its corporate income tax base and taxed in its corporate income tax return.

In general, income derived from the Notes would be included in the tax base of a Slovak Business and taxed at a corporate income tax rate of 21 per cent. Any loss incurred by the Slovak Business upon the sale of the Notes should generally be tax non-deductible, with some exceptions, for example (i) the loss up to the amount of the income from the Note already included in the tax base, or (ii) if the Slovak Business is a professional security trader.

6.3 Non-Slovak Tax Residents

Interest payments made by the Issuer under the Notes to other Slovak tax non-resident than set out above is not subject to Slovak taxation. Capital gain realised by such Slovak tax non-resident upon the sale of the Notes is not subject to Slovak taxation.

6.4 Withholding Tax

Interest payments made under the Notes by the Issuer are not subject to Slovak withholding tax.

6.5 Gift, Estate or Inheritance Taxes

No gift or inheritance taxes apply in the Slovak Republic. No estate tax applies in the Slovak Republic with respect to the Notes.

6.6 Other applicable taxes

No Slovak stamp duty, registration, transfer or similar taxes are payable in connection with the acquisition, ownership, sale or disposal of the Notes by Slovak tax residents.

7. Taxation in Switzerland

The following is a general description of certain tax aspects of Swiss laws. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Switzerland or elsewhere.

The following is based upon the tax laws of Switzerland and administrative practice as in effect on the date of this document and is subject to any change in law that may take effect after such date. It is strongly recommended that parties interested in acquiring the Notes consult their legal and tax advisors with regard to the tax, foreign exchange and legal consequences of acquiring, holding and disposing of the Notes and receiving payments under the tax legislation in effect in Switzerland and the countries where such parties reside, as well as countries in which proceeds from holding or selling the Notes could be taxed.

7.1 Swiss Withholding Tax

Payments of Interest and Principal

At present, payments of interest (be it periodic, as original issue discount or premium upon redemption) and repayment of principal in respect of the Notes by the Issuer are not subject to Swiss withholding tax (*Verrechnungssteuer*), provided that the Issuer is at all times resident and managed outside of Switzerland for Swiss tax purposes.

Potential Change to Paying Agent-Based System

On 4 November 2015, the Swiss Federal Council announced a mandate to the Swiss Federal Finance Department to institute a group of experts tasked with the preparation of a new proposal for a reform of the Swiss withholding tax system.

On March 8, 2019, the Swiss Federal Council was informed of the group of experts' report "Recommendation for a reform of withholding tax". The new proposal includes in respect of interest payments the replacement of the existing debtor-based regime by a paying agent-based regime for Swiss withholding tax similar to the one published on December 17, 2014 by the Swiss Federal Council and repealed on June 24, 2015 following the negative outcome of the legislative consultation with Swiss official and private bodies.

Further, on October 23, 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current debtor-based regime applicable to interest payments with a paying agent-based system for Swiss withholding tax.

Under such a new paying agent-based regime, if enacted, a paying agent in Switzerland may be required to deduct Swiss withholding tax on any payments or any securing of payments of interest in respect of a Note for the benefit of the beneficial owner of the payment unless certain procedures are complied with to establish that the owner of the Note is not an individual resident in Switzerland.

7.2 Automatic Exchange of Information in Tax Matters

On November 19, 2014, Switzerland signed the Multilateral Competent Authority Agreement (the MCAA). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the AEOI). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the AEOI Act) entered into force on January 1, 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have been, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Switzerland has concluded a multilateral AEOI agreement with the EU (replacing the EU savings tax agreement) and has concluded bilateral AEOI agreements with several non-EU countries.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland has begun to collect data in respect of financial assets, including, as the case may be, Notes, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in a EU member state or in a treaty state from, depending on the effectiveness date of the agreement, 2017 or 2018. At the end of September 2018, Switzerland automatically exchanged financial account information with 36 states and territories for the first time and plans to exchange data with 37 further partner states at the end of September 2019.

In May 2019, the Swiss Federal Council adopted the dispatch on the introduction of the AEOI with 19 further partner states. Entry into force is planned for 2020 with the first exchange of data in 2021.

11. Taxation in Hungary

The following is a general discussion of certain Hungarian tax consequences of the acquisition, ownership and disposal of Notes. It does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Hungary currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive effect.

Prospective purchasers of Notes are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposal of Notes, including the effect of any state or local taxes, under the tax laws of Hungary and each country in which they are tax-resident. The acquisition of the Notes by non-Hungarian tax-resident Noteholders or the payment of interest under the Notes may trigger additional tax payments in the country of tax residence of the Noteholder, which is not covered by this summary but is where the provisions of the treaties on the avoidance of double taxation should be taken into consideration.

11.1 Taxation of Hungarian tax-resident Noteholders

11.1.1 Other than private individuals

Under Act LXXXI of 1996 on Corporate Tax and Dividend Tax, Hungarian tax resident, non-individual taxpayers are subject to full, all-inclusive corporate income tax liability. Tax resident

entities are those established in Hungary. Foreign persons having their place of management in Hungary are also considered to be Hungarian tax resident taxpayers. Taxable income is based on the pre-tax profit as shown in the financial statements and adjusted by certain increasing and decreasing items set forth by tax legislation. Taxable profits include all types of income realised during the financial year, such as interest income and income from capital gains. The rate of Hungarian corporate income tax is 9 per cent..

Financial institutions, financial enterprises, insurance companies and investment enterprises may be subject to local business tax and innovation tax on the basis of the proceeds realised on Notes.

11.1.2 Private individuals

Hungarian tax resident individuals are in general natural persons: (i) who are citizens of only Hungary; (ii) whose stay in Hungary exceeds 183 days within a calendar year; (iii) who only have a permanent domicile (*állandó lakóhely*) in Hungary; or (iv) persons not covered by points (i)-(iii) whose centre of vital interests (*léteérdekek központja*) is in Hungary.

Act CXVII of 1995 on Personal Income Tax (the "Personal Income Tax Act") applies to the tax liability of Hungarian and foreign tax resident private individuals. The tax liability of Hungarian tax resident private individuals covers the worldwide income of such persons.

According to the provisions of the Personal Income Tax Act, in the case of private individual Noteholders, interest income is the income paid as interest and the capital gains realised upon the redemption or the sale of publicly offered and publicly traded debt securities. Notes listed on a regulated market of an EEA Member State are considered publicly offered and traded Notes. Such Notes, are subject to 15 percent personal income tax.

Pursuant to Act CL of 2017 on the Rules of Tax Procedure (the "Act on Tax Procedure"), the definition of a Payer covers a Hungarian resident legal person, other organisation, or private entrepreneur that (who) provides taxable income, irrespective of whether such payment is made directly or through an intermediary (post office, credit institution). In respect of interest, Payer shall mean the borrower of a loan or the issuer of a note including, the investment service provider or credit institution providing the interest instead of it. In respect of revenues originating from a transaction concluded with the involvement of a licensed stockbroker, Payer shall mean such stockbroker. In respect of income that is earned in a foreign country and taxable in Hungary, Payer shall mean the "paying agent" (*megbízott*) (legal person, organization, or private entrepreneur) having tax residency in Hungary, except in cases where the role of a financial institution is limited to performing the bank transfer or payment.

11.2 Taxation of foreign tax-resident Noteholders

11.2.1 Other than private individuals

Non-Hungarian tax-resident Noteholders other than private individuals are not subject to Hungarian withholding tax on interest received in respect of the Notes.

Profits realised by non-Hungarian tax-resident Noteholders other than individuals in the form of interest or as capital gains on the sale of the Notes are not subject to corporate income tax in Hungary provided that the acquisition, ownership and disposition of the Notes are not attributable to any Hungarian permanent establishment of such Noteholders.

11.2.2 Private individuals

Non-Hungarian tax-resident private individual Noteholders are subject to tax in Hungary only with respect to their Hungarian source income or income that is otherwise taxable in Hungary if an international treaty or reciprocity so requires.

Interest received with respect to the Notes is regarded as Hungarian source income if the Issuer who is obliged to pay the interest is Hungarian tax-resident, or if the Noteholder has a permanent establishment in Hungary which is affected by the payment. In general, such income is subject to 15 percent personal income tax to be withheld by the Payer of the interest. However, a treaty on the avoidance of double taxation may fully exempt Noteholders from withholding tax or may reduce the applicable withholding tax rate. The Payer of the interest can apply the treaty benefits only on the basis of a tax residency certificate provided to the Payer by the individual before the interest payment. If the respective treaty requires, the individual must also provide his declaration with respect to his beneficial owner status prior to the payment of the interest. If the tax withheld was higher than the rate applicable under the a treaty on the avoidance of double taxation, the Noteholder may request a refund from the tax authority on the basis of his tax residency certificate and a certificate of the payment issued by the Payer.

13. Taxation in Romania

The following is a general discussion of the main Romanian tax implications arising from the acquisition, ownership, disposition and redemption of the Notes. The below does not represent a comprehensive analysis of all tax considerations which may be relevant to a decision to purchase the Notes and it is not intended to be, nor should it be construed to be, local or tax advice. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This overview is based on the laws of Romania currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect. The information contained within 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.

With regard to certain types of Notes issued as part of the program, no specific regulations exist in the Romanian tax legislation and to the best of our knowledge neither official statements of the tax authorities nor court decisions exist, and may not be clear how these Notes should be treated from a tax perspective. Moreover, the following overview does not provide for information with respect to the tax treatment of any underlying (e.g. bonds, shares, funds) received upon a physical delivery under the Notes unless otherwise explicitly referred to. If in particular cases certain Notes should qualify as equity or equity-like instruments from a Romanian tax perspective different taxation rules than those as described in the following overview may apply to such Notes.

Prospective purchasers of Notes are advised to consult their own tax advisors as to the Romanian tax consequences of the acquisition, ownership and the sale, assignment or redemption of Notes and the receipt of principal or interest thereon, including the effect of any state or local taxes, under the tax laws of Romania and each country of which they are residents or citizens or may otherwise be liable to tax.

13.1 Tax residents in Romania

Persons (individuals and corporate entities) who are tax resident in Romania (in particular, (i) individuals having the domicile, the centre of vital interests or the habitual abode in Romania and (ii) companies incorporated in accordance with the Romanian legislation or having the effective place of management in Romania, as well as (iii) legal entities headquartered in Romania but incorporated under EU rules) are subject to income taxation (income tax or corporate income tax, as the case may be) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

From a personal income tax perspective, income arising from such Notes broadly qualifies as investment income (*Venituri din investiții*) under the Romanian Tax Code (*Codul Fiscal*) and particularly as:

- interest income for the regular interest payments and

- capital gains / losses (*Venituri din transferul titlurilor de valoare*) for the trading of such Notes on a Regulated Market or if the redemption price differs from the issue price.

a) Private individual investors

(i) Interest and Capital Gains

Gross interest income obtained from abroad by Romanian tax residents is subject to taxation in Romania with a 10 per cent flat income tax rate.

If such income is also subject to a tax withholding at source (in the country of the payer), then a foreign tax credit may be available in Romania as per the provisions of the relevant Double Tax Treaty and the Romanian Tax Code. The foreign tax credit can be claimed by Romanian tax residents who derive interest income subject to income tax both in Romania and in the country of source, during the same tax year, according to the provisions of the Double Tax Treaty in place. In practice, supporting documentation attesting the actual income tax paid abroad will be required in order to claim this foreign tax credit in Romania.

Capital gains/losses generated from sale of Notes on Regulated Markets or the redemption of Notes issued at a discount, or where there is a difference between the redemption price and issue price, generate taxable income for Romanian residents, which is subject to a 10 per cent flat income tax rate. The capital gains/losses are generally determined as the difference between the sale price and issue price (taking into account any relevant issue discounts)/purchase price of such Notes. Transaction costs may be deducted for determining the taxable capital gain. Capital losses can be carried forward for a maximum period of 7 years and may be used to offset future capital gains from the same source country.

In addition to the flat income tax rate, Romanian tax resident individuals are also subject to a health insurance contribution of 10 per cent computed over the net annual investment income derived (be it interest or capital gain).

Special exemption from health insurance contribution may be applied for both interest income or capital gain, if certain conditions are fulfilled (e.g. if total taxable income from sources other than salary, cumulated during the tax year, is less than 12 minimum notional salaries). This is to be verified at the moment of deriving the income.

Investment income derived from abroad during a certain fiscal year (calendar year) must be reported through an annual tax return, which must be filed by the individual Romanian tax resident during the following year (until 15 March of next year). The income tax and health insurance contribution due on the taxable income generated, if the case, must be settled within the same deadline.

b) Legal entities investors

(i) Interest and Capital Gains

Interest received on the Notes by Romanian tax resident companies or Romanian permanent establishments of non-resident companies holding the Notes is taxable in Romania at a corporate income tax rate of 16 per cent.

The interest income is not subject to separate taxation but will be included in the overall taxable base computed for corporate tax purposes. Any resulting tax profits may be sheltered by existing tax losses before final taxation. Tax loss carry forwards are possible within a period of 7 consecutive years.

Gains or losses resulting from alienation (i.e. sale or other disposal) or redemption of the Notes are not subject to a specific tax treatment. Thus, any Romanian tax resident company or Romanian permanent establishment of non-resident companies transferring the Notes will include the related revenue and expenses in its overall taxable base and tax the result with a corporate income tax rate of 16 per cent, unless sheltered by existing tax losses.

Expenses directly and factually related to the sale, assignment or redemption or to the interest received should be deductible for corporate income tax purposes.

Considering the fact that Romania is not part of the Euro Zone, all accounting and tax records should be maintained in the local currency – RON (Romanian New Leu). Thus, any foreign exchange differences represent taxable or deductible elements (as the case may be) for corporate income tax purposes. For tax purposes, foreign exchange differences are assessed on a net basis as a difference between income and expense items.

Companies applying the microenterprise tax regime are subject to a rate of 1 per cent if the company has more than one employee or 3 per cent if the company has no employees rather than the 16 per cent rate corporate income tax. The taxable base to which the microenterprise rate is applied is represented by income derived from any source reduced by certain types of income as specified by the tax legislation.

(ii) Foreign taxes

If payments of income (including interest) performed towards a Romanian tax resident company or Romanian permanent establishment of non-resident company holding the Notes is subject to withholding tax in the residence country of the Issuer, the related expenses incurred by a Romanian tax resident company (or the permanent establishment) with the taxes withheld at source are non-deductible for corporate income tax purposes.

Tax credit or exemption may be subsequently claimed in Romania under both the provisions of the Romanian tax legislation and the applicable Double Tax Treaty.

According to the Romanian Tax Code (*Codul Fiscal*), foreign tax credit is granted if provided for in the Double Tax Treaty and if the Romanian tax resident provides supporting documentation attesting the payment of the tax abroad. However, the tax credit may not exceed the Romanian tax payable on the income.

13.2 Tax non-residents

Non-residents are only taxed on Romanian sourced income.

13.3 Inheritance and gift tax

According to the Romanian Tax Code (*Codul Fiscal*), any cash or commodities (including securities and gold) inherited by a Romanian tax resident individual should be exempt from income tax and social security contributions. Furthermore, there is no reporting obligation of such transactions to the Romanian tax authorities. When the inheritor sells or redeems the Notes at maturity for the capital gain computation he will be allowed to deduct the price initially paid (either the issue price or the purchase price).

Similarly to the inheritance treatment mentioned above, the Romanian tax law does not specifically impose an income tax on gifts, other than certain specific situations which do not involve the transfer of securities such as the Notes. Thus, no taxes would be due in Romania by a resident receiving Notes as gifts. When the recipient of the gift sells or redeems the Notes at maturity for the capital gain computation he will not be allowed to deduct the price initially paid by the previous owner (either the issue price or the purchase price).

13.4 Implementation of the EU Savings Directive

As per the provisions of EC Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments, each EU Member State (including Romania starting with 2007) must provide information with respect to interest payments and other similar income paid by EU resident entities to EU resident individuals.

This Directive has been repealed on 10 November 2015 by Council Directive (EU) 2015/2060 leaving in place Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation, which was transposed in Romania through Law no. 207/2015 regarding the Romanian Tax Procedure Code. Based on these Directives the tax authorities of the EU Member States are obliged to perform mandatory automatic exchanges of financial accounts information starting with 1 January 2016.

GENERAL INFORMATION

Interests of Natural and Legal Persons Involved in the Issue/Offer

Certain Dealers and their affiliates may be customers of, borrowers from or creditors of the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Dealers and their 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 the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their 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 under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their 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.

Reasons for the Offer and Use of Proceeds

The reasons for the offer are to generate funding, to hedge certain risks or to take advantage of current market opportunities (arbitrage).

If, in respect of any particular issue, there exists a particular identified use of proceeds other than using the net proceeds for the above-mentioned reasons, then this will be stated in the relevant Final Terms. In any case, the Issuer is free in the use of proceeds from each issue of Notes. This also applies in case of Green Bonds or Social Bonds which serve the refinancing of eligible assets as further specified in the Final Terms.

Green Bonds and Social Bonds

The Issuer provides more details with regard to its Green Bond issues in its Green Bond Framework which is disclosed on the Issuer's website (www.rbinternational.com under "Investors" under "Presentations & Webcasts") and in the relevant Final Terms under the section "Use of proceeds". Such Green Bond Framework may be updated from time to time. The Issuer mandated a recognised second party opinion provider, which is Sustainalytics GmbH ("Sustainalytics"), a provider of environmental, social and governance (ESG) research and analysis. Sustainalytics evaluated the robustness and credibility of Raiffeisen Bank International AG's Green Bond Framework or Social Bond Framework and intended use of proceeds in terms of its alignment with relevant industry standards, including the Green Bond Principles 2018 (as amended from time to time). On such basis, the second party opinion provider reviewed the Issuer's Green Bond Framework and provided its opinion thereon, which is also disclosed on the Issuer's website (www.rbinternational.com under "Investors" under "Presentations & Webcasts").

The Issuer will provide more details with regard to its prospective Social Bonds issues in its Social Bond Framework which will be disclosed on the Issuer's website (www.rbinternational.com) once the frameworks are finalised and in the relevant Final Terms under the section "Use of proceeds". Such Social Bond Framework may be updated from time to time. Prior to issuances of Social Bonds, the Issuer intends to mandate a recognised second party opinion provider, which is a provider of environmental, social and governance (ESG) research and analysis. The second party opinion provider will evaluate the robustness and credibility of Raiffeisen Bank International AG's Social

Bond Framework and intended use of proceeds in terms of its alignment with relevant industry standards, including the Social Bond Principles 2018 (as amended from time to time). On such basis, the second party opinion provider typically reviews the Issuer's Social Bond Framework and provides its opinion thereon.

Method to determine the yield

The method to determine the yield is the ICMA method. The ICMA method determines the effective interest rate of fixed rate notes taking into account accrued interest on a daily basis.

In the case of offers in Hungary, the so called "unified yield" has to be calculated as well.

Method of determining the price and the process for its disclosure

In case of syndicate issuances

The Issuer will determine the issue price for each Tranche of Notes in its sole discretion taking into consideration general interest levels and the demand of potential investors as shown in the book building process for such Tranche of Notes and/or after consultation of the financial institutions involved in the issue. The issue price so determined will be disclosed in the relevant Final Terms, if required.

In case of non-syndicated issuances

The Issuer will determine the issue price for each Tranche of Notes in its sole discretion taking into consideration a minimum and a maximum issue price. Depending of the market condition at the time of a specific issuances the Issuer will set the issue price between the previously fixed minimum and maximum issue price. The issue price so determined will be disclosed in the relevant Final Terms, if required.

Notes which are redeemed on the Maturity Date at a percentage of their principal amount

Notes will be redeemed on the Maturity Date at a redemption amount or at a percentage of their principal amount in the Specified Currency or another currency. In the case of Notes which are redeemed on the Maturity Date at a percentage of their principal amount, such percentage rate will be either (i) specified in the applicable Final Terms or (ii) determined on the basis of a formula specified in the applicable Final Terms and in accordance with the positive performance of the unrevised Harmonised Index of Consumer Prices (excluding Tobacco) for the Euro Zone (HICP). However, the redemption amount may not be less than the principal amount of the Notes. The redemption amount with respect to Notes other than Zero Coupon Notes will be determined at the Issuer's sole discretion and will be at least equal to the principal amount. The redemption amount with respect to Zero Coupon Notes will be determined at the Issuer's sole discretion and will be at least equal to the capital invested.

Notes with a term of less than 12 months

Under the Luxembourg Prospectus Law for securities which implements the Prospectus Directive, prospectuses relating to money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions of Part II of such law. Therefore, the approval of the Base Prospectus does not cover Notes issued under the Programme which have a maturity at issue of less than 12 months.

Restrictions on the free transferability of the securities

The Notes are freely transferable, except for the case in which the Global Certificate is kept in custody in the safe of the Issuer. In the latter case the Notes are only transferable within the Issuer's own settlement systems.

MiFID Product Governance / Target Market

The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance" which may outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

If the Final Terms in respect of any Notes include a legend entitled "Prohibition of Sales to EEA 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 European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU ("**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 (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.

Credit Ratings

The Issuer has obtained ratings for the Issuer from Moody's Investors Service ("**Moody's**")* and Standard & Poor's Credit Market Services Europe Limited ("**S&P**")*.

As of the date of this Base Prospectus such ratings are as follows:

	Moody's ⁵⁷	S&P ⁵⁸
Rating for long term obligations (senior)	A3 / Outlook stable	BBB+ / Outlook positive
Rating for short term obligations (senior)	P-2	A-2

- *) Moody's Deutschland GmbH, An der Welle 5, 2nd Fl., 60322 Frankfurt, Germany and Standard & Poor's Credit Market Services Europe Limited, UK (Niederlassung Deutschland), Frankfurt am Main are established in the European Union, 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**") and are included in the list of credit rating agencies registered in accordance with the CRA-Regulation published by the European Securities and Markets Authority on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs).

⁵⁷ Moody's appends long-term obligation ratings at the following levels: Aaa, Aa, A, Baa, Ba, B, Caa, Ca and C. To each generic rating category from Aa to Caa Moody's assigns the numerical modifiers "1", "2" and "3". The modifier "1" indicates that the bank is in the higher end of its letter-rating category, the modifier "2" indicates a mid-range ranking and the modifier "3" indicates that the bank is in the lower end of its letter-rating category. Moody's short-term ratings are opinions of the ability of issuers to honor short-term financial obligations and range from P-1, P-2, P-3 down to NP (Not Prime).

⁵⁸ S&P assign long-term credit ratings on a scale from AAA (best quality, lowest risk of default), AA, A, BBB, BB, B, CCC, CC, C, SD to D (highest risk of default). The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. S&P may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (developing). S&P assigns short-term credit ratings for specific issues on a scale from A-1 (particularly high level of security), A-2, A-3, B, C, SD down to D (highest risk of default).

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Authorisation

The issuance of Notes thereunder is covered by the Issuer's Board of Management's and Supervisory Board's approval of an annual funding plan determining the total annual issuance volume.

For the business year 2019, the approvals are dated 26 November 2018 (approval of Board of Management) and 12 December 2018 (approval of Supervisory Board).

NAMES AND ADDRESSES

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