



**SIXTH SUPPLEMENT DATED 26 JANUARY 2018
TO THE BASE PROSPECTUS DATED 22 JUNE 2017
AS SUPPLEMENTED BY
THE FIRST SUPPLEMENT DATED 8 AUGUST 2017,
THE SECOND SUPPLEMENT DATED 5 OCTOBER 2017
THE THIRD SUPPLEMENT DATED 6 NOVEMBER 2017
THE FOURTH SUPPLEMENT DATED 21 DECEMBER 2017 AND
THE FIFTH SUPPLEMENT DATED 9 JANUARY 2018**

Deutsche Bank Aktiengesellschaft

(Frankfurt am Main, Germany)

Euro 80,000,000,000 Debt Issuance Programme

This document constitutes a supplement (the "**Supplement**") to the base prospectus dated 22 June 2017 (the "**Prospectus**") for the purpose of article 13 of Chapter 1 of Part II of the Luxembourg Law dated 10 July 2005 on prospectuses for securities, as amended (the "**Law**"), and is prepared in connection with the EUR 80,000,000,000 Debt Issuance Programme (the "**Programme**") established by Deutsche Bank Aktiengesellschaft (the "**Issuer**"). Terms defined in the Prospectus have the same meaning when used in this Supplement.

This Supplement is supplemental to, and should be read in conjunction with, the Prospectus, as supplemented by the First Supplement dated 8 August 2017, the Second Supplement dated 5 October 2017, the Third Supplement dated 6 November 2017, the Fourth Supplement dated 21 December 2017 and the Fifth Supplement dated 9 January 2018 and all documents incorporated by reference in the Prospectus.

The purpose of this Supplement is to make such amendments to the Prospectus as are necessary in order to (i) allow for the issuance of notes in eligible liabilities format pursuant to English law under the Prospectus and (ii) to allow for the use of the Australian Bank Bill Swap Rate (the "**BBSW**") as reference rate in connection with the issuance of German law governed floating rate bearer notes under the Prospectus.

The amendments included in this Supplement shall only apply to final terms, the date of which falls on or after the date of approval of this Supplement.

The Issuer accepts responsibility for the information contained in this Supplement. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Supplement will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.db.com/ir).

Any investor who may wish to exercise any withdrawal right arising pursuant to Article 13 paragraph 2 of the Law as a result of the publication of this Supplement must exercise that right on or before 30 January 2018.

The Issuer has requested the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") to provide the competent authorities in Austria, Belgium, Denmark, France, Germany, Ireland, Italy, the Netherlands, Portugal, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland with a certificate of approval (a "**Notification**") attesting that this Supplement has been drawn up in accordance with the Law. The Issuer may

request the CSSF to provide competent authorities in additional Member States within the European Economic Area with a Notification.

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A. Issuance of notes in eligible liabilities format pursuant to English law under the Prospectus

The Issuer intends to allow for the issuance of notes in eligible liabilities format pursuant to English law under the Prospectus.

Accordingly, the Prospectus shall be amended as follows:

I. SUMMARY

In Element "C.8 - Rights attached to the Securities, including ranking and limitations to those rights" commencing on page 14 of the Prospectus the subsection "Events of Default and Cross Default" on page 16 of the Prospectus shall be replaced by the following:

"

		<p>Events of Default and Cross Default</p> <p><i>[In case of Securities other than Pfandbriefe, Subordinated Notes, and Unsubordinated Notes where Eligible Liabilities Format is applicable, insert:</i></p> <p>The terms of the Securities contain, among others, the following events of default entitling the Securityholders to demand immediate redemption of the Securities:</p> <ul style="list-style-type: none">(a) default in payment of any principal [or interest] due in respect of the Securities [or failure to deliver the Asset Amount] continuing for a specified period of time;(b) non-performance by the Issuer of any of its other obligations under the conditions of the Securities, continuing for a specified period of time; and(c) events relating to the insolvency or winding up of the Issuer.] <p><i>[In case of Pfandbriefe or Subordinated Notes or Unsubordinated Notes where Eligible Liabilities Format is applicable insert:</i> The Securities do not include events of default entitling its holders to demand immediate redemption of the Securities.]</p> <p>The Securities do not include a cross-default clause.</p>
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II. DESCRIPTION OF THE SECURITIES

1. Amendments to the subsection "SECURITIES" commencing on page 112 of the Prospectus

a. The sixth paragraph of the subsection "Bearer Securities" on page 113 of the Prospectus shall be replaced by the following:

"The applicable Final Terms may specify that a Permanent Bearer Global Security will be exchangeable (free of charge), in whole or in part, for definitive Bearer Securities with, where applicable, interest coupons, receipts and talons attached upon either (A) not less than 60 days' written notice from Euroclear and/or CBL and/or CBF (acting on the instructions of any holder of an interest in such Permanent Bearer Global Security) to the Fiscal Agent as described therein or (B) only upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means that (i) an Event of Default has occurred and is continuing (other than for Securities for which Eligible Liabilities Format is specified as applicable in the applicable Final Terms), (ii) the Issuer has been notified that both Euroclear, CBL (in respect of Securities settled through Euroclear or CBL) or CBF (in respect of Securities settled through CBF) have been closed for business for a continuous period of fourteen days (other than by reason of

holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Bearer Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [15] of the Terms and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or CBL or CBF (acting on the instructions of any holder of an interest in such Permanent Bearer Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent."

b. The seventh paragraph of the subsection "Registered Securities" on page 115 of the Prospectus shall be replaced by the following:

"Interests in a Registered Global Security will be exchangeable (free of charge), in whole but not in part, for definitive Registered Securities without interest coupons, receipts or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default has occurred and is continuing (other than for Securities for which Eligible Liabilities Format is specified as applicable in the applicable Final Terms), (ii) in the case of Securities registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Securities and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, (iii) in the case of Securities registered in the name of a nominee for a common depository for Euroclear and CBL, the Issuer has been notified that both Euroclear and CBL have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iv) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Registered Global Security in definitive form."

2. Replacement of the subsection "ACCELERATION OF SECURITIES" on page 116 of the Prospectus
The subsection "ACCELERATION OF SECURITIES" on page 116 of the Prospectus shall be replaced by the following:

"A Security (other than a Security for which Eligible Liabilities Format is specified as applicable in the applicable Final Terms) may be accelerated by the holder thereof in certain circumstances described in the "Events of Default" Condition of the Terms and Conditions. In such circumstances, where any Security is still represented by a Global Security and the Global Security (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Securities and redemption has not occurred in accordance with the provisions of the Global Security then holders of interests in such Global Security credited to accounts with Euroclear and/or CBL and/or CBF and/or SIS and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by CBF, Euroclear, CBL and DTC on and subject to, in respect of Securities governed by English law, the terms of a deed of covenant executed by the Issuer and dated 22 June 2017 (the "**Deed of Covenant**"). In addition, holders of interests in such Global Security credited to their accounts with DTC may require DTC to deliver definitive Securities in registered form in exchange for their interest in such Global Security in accordance with DTC's standard operating procedures."

III. TERMS AND CONDITIONS – ENGLISH LANGUAGE VERSION

1. Amendments to the subsection "Terms and Conditions for Fixed Rate Notes and Zero Coupon Notes (Option I)" commencing on page 122 of the Prospectus

a. In the subsection "§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS – IF THE SECURITIES ARE ON ISSUE REPRESENTED BY A PERMANENT GLOBAL SECURITY THE

FOLLOWING APPLIES:" commencing on page 123 of the Prospectus the subsection "[If Exchange Event provisions are applicable the following applies: " on page 124 of the Prospectus shall be replaced by the following:

[If Exchange Event provisions are applicable the following applies: For these purposes, "Exchange Event" means that (i) **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default (as defined in § 9) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing System(s) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or **[(ii)][(iii)]** the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in **[(ii)][(iii)]** above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.]

b. In the subsection "**§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS – IF THE SECURITIES ARE (I) INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL SECURITY WHICH IS EXCHANGEABLE FOR DEFINITIVE SECURITIES ON REQUEST OR IN THE EVENT OF AN EXCHANGE EVENT; (II) ENGLISH LAW SECURITIES; AND (III) TEFRA D IS APPLICABLE, THE FOLLOWING APPLIES:" commencing on page 125 of the Prospectus subsection "(d)" commencing on page 125 of the Prospectus shall be replaced by the following:**

The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for individual Securities [in the Specified Denomination[s]] in definitive form ("**Definitive Securities**") [with coupons ("**Coupons**") [,] [and] [receipts ("**Receipts**") [and] [talons ("**Talons**") attached] upon **[in case of exchangeable on request the following applies:** not less than 60 days' written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described in the Permanent Global Security] **[if Exchange Event provisions are applicable the following applies:** only upon the occurrence of an Exchange Event]. For these purposes, "Exchange Event" means that (i) **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default (as defined in § 9) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing Systems have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or **[(ii)][(iii)]** the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs.

In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

"

- c. In the subsection "**§ 3 INTEREST**" on page 130 of the Prospectus the subsection "**IN CASE OF ENGLISH LAW SECURITIES THE FOLLOWING APPLIES:**" on page 136 of the Prospectus shall be replaced by the following:

"

IN CASE OF ENGLISH SECURITIES THE FOLLOWING APPLIES:

(2) *Late Payment on Securities.* If the amount payable in respect of any Security upon redemption of such Security pursuant to § 5(1), § 5[(6)], § 7(3) [**In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** or upon its becoming due and repayable as provided in § 9] is improperly withheld or refused, the amount due and repayable in respect of such Security shall be the amount calculated as provided in the definition of "Amortised Face Amount" as though the references therein to the date fixed for the redemption or the date upon which such Security becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Security have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Securities has been received by the Fiscal Agent and notice to that effect has been given to the Securityholders in accordance with § [12].

"

- d. In the subsection "**§ 5 REDEMPTION – IN CASE OF SECURITIES OTHER THAN SUBORDINATED SECURITIES SUBJECT TO EARLY REDEMPTION AT THE OPTION OF A SECURITYHOLDER (INVESTOR PUT) THE FOLLOWING APPLIES:**" commencing on page 142 of the Prospectus the last paragraph of the subsection "[In case of English law Securities the following applies:" on page 143 of the Prospectus shall be replaced by the following:

"

No option so exercised or Security so deposited may be revoked or withdrawn [**In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such Securityholder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § 9].]

"

2. Amendments to the subsection "**Terms and Conditions for Floating Rate Notes (Option II)**" commencing on page 160 of the Prospectus

- a. In the subsection "**§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS – IF THE SECURITIES ARE ON ISSUE REPRESENTED BY A PERMANENT GLOBAL SECURITY THE FOLLOWING APPLIES:**" commencing on page 162 of the Prospectus the subsection "[If Exchange

Event provisions are applicable the following applies:" on page 163 of the Prospectus shall be replaced by the following:

[If Exchange Event provisions are applicable the following applies: For these purposes, "Exchange Event" means that (i) **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default (as defined in § 9) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing System(s) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or **[(ii)][(iii)]** the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in **[(ii)][(iii)]** above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.]

- b. In the subsection "**§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS – IF THE SECURITIES ARE (I) INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL SECURITY WHICH IS EXCHANGEABLE FOR DEFINITIVE SECURITIES ON REQUEST OR IN THE EVENT OF AN EXCHANGE EVENT; (II) ENGLISH LAW SECURITIES; AND (III) TEFRA D IS APPLICABLE, THE FOLLOWING APPLIES:**" commencing on page 164 of the Prospectus subsection "(d)" commencing on page 164 of the Prospectus shall be replaced by the following:

The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for individual Securities **[in the Specified Denomination[s]]** in definitive form ("**Definitive Securities**") **[with coupons ("**Coupons**") [,] [and] [receipts ("**Receipts**") [and] [talons ("**Talons**") attached] upon [in case of exchangeable on request the following applies:** not less than 60 days' written notice from a Clearing System (acting on the instructions of any holder of an interest in the Permanent Global Security) to the Fiscal Agent as described in the Permanent Global Security] **[if Exchange Event provisions are applicable the following applies:** only upon the occurrence of an Exchange Event]. For these purposes, "Exchange Event" means that (i) **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default (as defined in § 9) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing Systems have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or **[(ii)][(iii)]** the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [12] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing

System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

"

- c. In the subsection "**§ 5 REDEMPTION – IN CASE OF SECURITIES OTHER THAN SUBORDINATED SECURITIES SUBJECT TO EARLY REDEMPTION AT THE OPTION OF A SECURITYHOLDER (INVESTOR PUT) THE FOLLOWING APPLIES:**" commencing on page 185 of the Prospectus the last paragraph of the subsection "[In case of English law Securities the following applies:" on page 186 of the Prospectus shall be replaced by the following:

"

No option so exercised or Security so deposited may be revoked or withdrawn **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such Securityholder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § 9.]

"

3. Amendments to the subsection "**Terms and Conditions for Structured Notes (Option V)**" commencing on page 240 of the Prospectus

- a. In the subsection "**§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS – IF THE SECURITIES ARE ON ISSUE REPRESENTED BY A PERMANENT GLOBAL SECURITY THE FOLLOWING APPLIES:**" on page 241 of the Prospectus the subsection "[If Exchange Event provisions are applicable the following applies:" commencing on page 242 of the Prospectus shall be replaced by the following:

"

[If Exchange Event provisions are applicable the following applies: For these purposes, "Exchange Event" means that (i) **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default (as defined in § [12]) has occurred and is continuing, (ii) the Issuer has been notified that the Clearing System(s) have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or ~~[(ii)]~~[(iii)] the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [15] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in ~~[(ii)]~~[(iii)] above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.]

"

b. In the subsection "**§ 1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS – IF THE SECURITIES ARE (I) INITIALLY REPRESENTED BY A TEMPORARY GLOBAL SECURITY WHICH WILL BE EXCHANGED FOR A PERMANENT GLOBAL SECURITY WHICH IS EXCHANGEABLE FOR DEFINITIVE SECURITIES ON REQUEST OR IN THE EVENT OF AN EXCHANGE EVENT; (II) ENGLISH LAW SECURITIES; AND (III) TEFRA D IS APPLICABLE, THE FOLLOWING APPLIES:**" commencing on page 243 of the Prospectus subsection "(d)" commencing on page 243 of the Prospectus shall be replaced by the following:

"

(d) The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for individual Securities [in the Specified Denomination[s]] in definitive form ("**Definitive Securities**") [with coupons ("**Coupons**") [,] [and] [receipts ("**Receipts**") [and] [talons ("**Talons**") attached] upon **[in case of exchangeable on request the following applies:** not less than 60 days' written notice from a Clearing System (acting on the instructions of any holder of an interest in the Global Security) to the Fiscal Agent as described in the Global Security] **[if Exchange Event provisions are applicable the following applies:** only upon the occurrence of an Exchange Event]. For these purposes, "**Exchange Event**" means that (i) **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default (as defined in § [12]) has occurred and is continuing, (ii)] the Issuer has been notified that the Clearing Systems have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or [(ii)][(iii)] the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form. The Issuer will promptly give notice to Securityholders in accordance with § [15] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in such Permanent Global Security) may give notice to the Fiscal Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Fiscal Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal Agent.

"

c. In the subsection "**§ 5 REDEMPTION – IN CASE OF SECURITIES SUBJECT TO EARLY REDEMPTION AT THE OPTION OF A SECURITYHOLDER (INVESTOR PUT) THE FOLLOWING APPLIES:**" commencing on page 276 of the Prospectus the last paragraph of the subsection "[In case of English law Securities the following applies:" on page 277 of the Prospectus shall be replaced by the following:

"

No option so exercised or Security so deposited may be revoked or withdrawn **[In case of unsubordinated Securities where Eligible Liabilities Format is not applicable the following applies:** unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such Securityholder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security

forthwith due and payable pursuant to § [12].]

"

IV. TERMS AND CONDITIONS – GERMAN LANGUAGE VERSION

1. Amendments to the subsection "Emissionsbedingungen für Festverzinsliche Anleihen und Nullkupon-Anleihen (Option I)" commencing on page 321 of the Prospectus

- a. In the subsection "§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN – FALLS DIE SCHULDVERSCHREIBUNGEN, BEI IHRER BEGEBUNG DURCH EINE DAUERGLOBALURKUNDE VERBRIEFT SIND, GILT FOLGENDES:" commencing on page 322 of the Prospectus the subsection "[Falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes:" on page 323 of the Prospectus shall be replaced by the following:

"

[Falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes: In diesem Zusammenhang gilt ein "Austauschereignis" als eingetreten, wenn (i) [Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes: ein Kündigungsgrund (wie in § 9 definiert) eingetreten ist und andauert, (ii)] der Emittentin mitgeteilt wurde, dass das Clearing System bzw. die Clearing Systeme seine/ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt hat/haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt hat/haben, seine/ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt hat/haben und kein Nachfolge-Clearing System zur Verfügung steht oder [(ii)][(iii)] die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Globalurkunde verbrieften Schuldverschreibungen durch Einzelkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Globalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz [(ii)][(iii)] kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als 45 Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

"

- b. In the subsection "§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN – FALLS (I) DIE SCHULDVER-SCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD, DIE AUF VERLANGEN ODER BEI EINTRITT EINES AUSTAUSCHEREIGNISSES GEGEN EINZELKUNDEN AUSGETAUSCHT WERDEN KANN, (II) DIE SCHULDVERSCHREIBUNGEN ENGLISCHRECHTLICHE SCHULDVERSCHREIBUNGEN SIND UND (III) TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:" commencing on page 326 of the Prospectus subsection "(d)" commencing on page 325 of the Prospectus shall be replaced by the following:

"

- (d) Die Dauerglobalurkunde wird (kostenfrei) ganz, jedoch nicht teilweise, [falls Austausch auf Verlangen möglich ist, gilt Folgendes: auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Anteils an der Dauerglobalurkunde

handelt), das unter Einhaltung einer Frist von mindestens 60 Tagen wie in der Dauerglobalurkunde beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes:** nur bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in [der] [den] Festgelegten Stückelung[en]] in effektiver Form (die "Einzelurkunden") [mit beigefügten Zinsscheinen (die "Zinsscheine") [,] [und] [Rückzahlungsscheinen (die "Rückzahlungsscheine") [und] [Talons (die "Talons")]] ausgetauscht. In diesem Zusammenhang gilt ein "Austauschereignis" als eingetreten, wenn (i) **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:** ein Kündigungsgrund (wie in § 9 definiert) eingetreten ist und andauert, (ii)] der Emittentin mitgeteilt wurde, dass die Clearing Systeme ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt haben, ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt haben und kein Nachfolge-Clearing System zur Verfügung steht oder [(ii)][(iii)] die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz [(ii)][(iii)] kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittlelt werden. Ein solcher Austausch darf nicht später als 45 Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.

"

- c. In the subsection "**§ 3 ZINSEN**" on page 337 of the Prospectus the subsection "**IM FALL VON ENGLISCHRECHTLICHEN SCHULDVERSCHREIBUNGEN GILT FOLGENDES:**" on page 337 of the Prospectus shall be replaced by the following:

"

IM FALL VON ENGLISCHRECHTLICHEN SCHULDVERSCHREIBUNGEN GILT FOLGENDES:

- (2) *Verspätete Zahlungen auf Schuldverschreibungen.* Wird die Zahlung eines auf eine Schuldverschreibung zahlbaren Betrags bei Rückzahlung einer Schuldverschreibung gemäß § 5(1), § 5[(6)] oder § 7(3) **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:** oder bei Fälligkeit gemäß § 9] unberechtigterweise vorenthalten oder verweigert, ist der fällige und zahlbare Betrag in Bezug auf die Schuldverschreibung der Betrag wie gemäß der Definition von "Amortisationsbetrag" berechnet, und zwar in der Weise, als wären die Bezugnahmen in dieser Definition auf den für die Rückzahlung festgesetzten Tag oder den Tag, an dem die betreffende Schuldverschreibung fällig und zahlbar wird, durch Bezugnahmen auf den früher eintretenden der folgenden Tage ersetzt:
- (a) den Tag, an dem alle in Bezug auf die betreffende Schuldverschreibung fälligen Beträge gezahlt wurden, oder

- (b) den fünften Tag nach dem Tag, an dem der Fiscal Agent alle in Bezug auf die Schuldverschreibung zahlbaren Beträge in voller Höhe erhalten hat und eine entsprechende Mitteilung an die Gläubiger der Schuldverschreibungen gemäß § [12] erfolgt ist.

"

- d. In the subsection "**§ 5 RÜCKZAHLUNG – FALLS GLÄUBIGER VON NICHT NACHRANGIGEN SCHULDVERSCHREIBUNGEN DAS WAHLRECHT HABEN, DIE SCHULDVERSCHREIBUNGEN VORZEITIG ZU KÜNDIGEN (INVESTOR PUT), GILT FOLGENDES:**" commencing on page 344 of the Prospectus the last paragraph of the subsection "[Im Fall von englischrechtlichen Schuldverschreibungen gilt Folgendes:" on page 345 of the Prospectus shall be replaced by the following:

"

Die Ausübung des Wahlrechts kann nicht widerrufen werden und die hinterlegte Schuldverschreibung kann nicht zurückgenommen werden **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:**, es sei denn, es tritt vor dem Tag, an dem die Schuldverschreibung zur Rückzahlung fällig wird, ein Kündigungsgrund ein und dauert an. In diesem Fall kann der betreffende Gläubiger der Schuldverschreibungen nach seiner Wahl durch Mitteilung an die Emittentin eine Rücknahme der gemäß dieser Ziffer erfolgten Mitteilung erklären und stattdessen die betreffende Schuldverschreibung gemäß § 9 unverzüglich fällig und zahlbar stellen].]

"

2. Amendments to the subsection "Emissionsbedingungen für Variabel Verzinsliche Anleihen (Option II)" commencing on page 367 of the Prospectus

- a. In the subsection "**§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN – FALLS DIE SCHULDVERSCHREIBUNGEN BEI IHRER BEGEBUNG DURCH EINE DAUERGLOBALURKUNDE VERBRIEFT SIND, GILT FOLGENDES:**" commencing on page 368 of the Prospectus the subsection "[Falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes:" on page 369 of the Prospectus shall be replaced by the following:

"

[Falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes: In diesem Zusammenhang gilt ein "Austauschereignis" als eingetreten, wenn (i) **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:** ein Kündigungsgrund (wie in § 9 definiert) eingetreten ist und andauert, (ii)] der Emittentin mitgeteilt wurde, dass das Clearing System bzw. die Clearing Systeme seine/ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt hat/haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt hat/haben, seine/ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt hat/haben und kein Nachfolge-Clearing System zur Verfügung steht oder [(ii)][(iii)] die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Globalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an

dieser Globalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz [(ii)][(iii)] kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als 45 Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

"

- b. In the subsection "§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN – FALLS (I) DIE SCHULDVERSCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD, DIE AUF VERLANGEN ODER BEI EINTRITT EINES AUSTAUSCHEREIGNISSES GEGEN EINZELURKUNDEN AUSGETAUSCHT WERDEN KANN, (II) DIE SCHULDVERSCHREIBUNGEN ENGLISCHRECHTLICHE SCHULDVERSCHREIBUNGEN SIND UND (III) TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:" commencing on page 370 of the Prospectus subsection "(d)" commencing on page 371 of the Prospectus shall be replaced by the following:

"

- (d) Die Dauerglobalurkunde wird (kostenfrei) ganz, jedoch nicht teilweise, **[falls Austausch auf Verlangen möglich ist, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Anteils an der Dauerglobalurkunde handelt), das unter Einhaltung einer Frist von mindestens 60 Tagen wie in der Dauerglobalurkunde beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes:** nur bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in [der] [den] Festgelegten Stückelung[en]] in effektiver Form (die "Einzelurkunden") [mit beigefügten Zinsscheinen (die "Zinsscheine") [,] [und] [Rückzahlungsscheinen (die "Rückzahlungsscheine")] [und] [Talons (die "Talons")]] ausgetauscht. In diesem Zusammenhang gilt ein "Austauschereignis" als eingetreten, wenn (i) **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:** ein Kündigungsgrund (wie in § 9 definiert) eingetreten ist und andauert, (ii)] der Emittentin mitgeteilt wurde, dass die Clearing Systeme ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt haben, ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt haben und kein Nachfolge-Clearing System zur Verfügung steht oder [(ii)][(iii)] die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [12] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz [(ii)][(iii)] kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als 45 Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste

Austauschverlangen erhalten hat.

"

- c. In the subsection "**§ 5 RÜCKZAHLUNG – FALLS GLÄUBIGER VON NICHT NACHRANGIGEN SCHULDVERSCHREIBUNGEN DAS WAHLRECHT HABEN, DIE SCHULDVERSCHREIBUNGEN VORZEITIG ZU KÜNDIGEN (INVESTOR PUT), GILT FOLGENDES:**" commencing on page 394 of the Prospectus the last paragraph of the subsection "[Im Fall von englischrechtlichen Schuldverschreibungen gilt Folgendes:" on page 395 of the Prospectus shall be replaced by the following:

"

Die Ausübung des Wahlrechts kann nicht widerrufen werden und die hinterlegte Schuldverschreibung kann nicht zurückgenommen werden **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:**, es sei denn, es tritt vor dem Tag, an dem die Schuldverschreibung zur Rückzahlung fällig wird, ein Kündigungsgrund ein und dauert an. In diesem Fall kann der betreffende Gläubiger der Schuldverschreibungen nach seiner Wahl durch Mitteilung an die Emittentin eine Rücknahme der gemäß dieser Ziffer erfolgten Mitteilung erklären und stattdessen die betreffende Schuldverschreibung gemäß § 9 unverzüglich fällig und zahlbar stellen].]

"

3. Amendments to the subsection "Emissionsbedingungen für Strukturierte Anleihen (Option V)" commencing on page 455 of the Prospectus

- a. In the subsection "**§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN – FALLS DIE SCHULDVERSCHREIBUNGEN, BEI IHRER BEGEBUNG DURCH EINE DAUERGLOBALURKUNDE VERBRIEFT SIND, GILT FOLGENDES:**" commencing on page 456 of the Prospectus the subsection "[Falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes:" on page 457 of the Prospectus shall be replaced by the following:

"

[Falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes: In diesem Zusammenhang gilt ein "Austauschereignis" als eingetreten, wenn (i) **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:** ein Kündigungsgrund (wie in § [12] definiert) eingetreten ist und andauert, (ii) der Emittentin mitgeteilt wurde, dass das Clearing System bzw. die Clearing Systeme seine/ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt hat/haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt hat/haben, seine/ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt hat/haben und kein Nachfolge-Clearing System zur Verfügung steht oder ~~[(ii)]~~~~[(iii)]~~ die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Globalurkunde verbrieften Schuldverschreibungen durch Einzelkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [15] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Globalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz ~~[(ii)]~~~~[(iii)]~~ kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin

übermittelt werden. Ein solcher Austausch darf nicht später als 45 Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.]

"

- b. In the subsection "§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN – FALLS (I) DIE SCHULDVERSCHREIBUNGEN ANFÄNGLICH DURCH EINE VORLÄUFIGE GLOBALURKUNDE VERBRIEFT SIND, DIE GEGEN EINE DAUERGLOBALURKUNDE AUSGETAUSCHT WIRD, DIE AUF VERLANGEN ODER BEI EINTRITT EINES AUSTAUSCHEREIGNISSES GEGEN EINZELURKUNDEN AUSGETAUSCHT WERDEN KANN, (II) DIE SCHULDVERSCHREIBUNGEN ENGLISCHRECHTLICHE SCHULDVERSCHREIBUNGEN SIND UND (III) TEFRA D ANWENDUNG FINDET, GILT FOLGENDES:" commencing on page 458 of the Prospectus subsection "(d)" commencing on page 459 of the Prospectus shall be replaced by the following:

"

- (d) Die Dauerglobalurkunde wird (kostenfrei) ganz, jedoch nicht teilweise, **[falls Austausch auf Verlangen möglich ist, gilt Folgendes:** auf schriftliches Verlangen seitens eines Clearing Systems (das auf Anweisung eines Inhabers eines Anteils an der Dauerglobalurkunde handelt), das unter Einhaltung einer Frist von mindestens 60 Tagen wie in der Dauerglobalurkunde beschrieben an den Fiscal Agent zu richten ist,] **[falls die Bestimmungen für Austauschereignisse anwendbar sind, gilt Folgendes:** nur bei Eintritt eines Austauschereignisses] gegen einzelne Schuldverschreibungen [in [der] [den] Festgelegten Stückelung[en]] in effektiver Form (die "Einzelurkunden") [mit beigefügten Zinsscheinen (die "Zinsscheine") [,] [und] [Rückzahlungsscheinen (die "Rückzahlungsscheine")] [und] [Talons (die "Talons")]] ausgetauscht. In diesem Zusammenhang gilt ein "Austauschereignis" als eingetreten, wenn (i) **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:** ein Kündigungsgrund (wie in § [12] definiert) eingetreten ist und andauert, (ii)] der Emittentin mitgeteilt wurde, dass die Clearing Systeme ihre Geschäftstätigkeit für einen ununterbrochenen Zeitraum von vierzehn Tagen eingestellt haben (außer aufgrund von gesetzlichen oder sonstigen Feiertagen) oder angekündigt haben, ihre Geschäftstätigkeit dauerhaft einzustellen, bzw. diese bereits dauerhaft eingestellt haben und kein Nachfolge-Clearing System zur Verfügung steht oder [(ii)][(iii)] die Emittentin nachteiligen steuerlichen Folgen ausgesetzt ist oder sein wird, die nicht eingetreten wären bzw. eintreten würden, wenn die durch eine Dauerglobalurkunde verbrieften Schuldverschreibungen durch Einzelurkunden verbrieft wären. Die Emittentin unterrichtet die Gläubiger der Schuldverschreibungen unverzüglich durch Mitteilung gemäß § [15] über den Eintritt eines Austauschereignisses. Im Fall des Eintritts eines Austauschereignisses kann das betreffende Clearing System (auf Anweisung eines Inhabers eines Anteils an dieser Dauerglobalurkunde) dem Fiscal Agent ein Austauschverlangen übermitteln; im Fall des Eintritts eines Austauschereignisses gemäß vorstehendem Unterabsatz [(ii)][(iii)] kann ein solches Austauschverlangen dem Fiscal Agent auch von der Emittentin übermittelt werden. Ein solcher Austausch darf nicht später als 45 Tage nach dem Tag erfolgen, an dem der Fiscal Agent das erste Austauschverlangen erhalten hat.

"

- c. In the subsection "**§ 5 RÜCKZAHLUNG – FALLS GLÄUBIGER VON NICHT NACHRANGIGEN SCHULDVERSCHREIBUNGEN DAS WAHLRECHT HABEN, DIE SCHULDVERSCHREIBUNGEN VORZEITIG ZU KÜNDIGEN (INVESTOR PUT), GILT FOLGENDES:**" commencing on page 497 of the Prospectus the last paragraph of the subsection "[Im Fall von englischrechtlichen Schuldverschreibungen gilt Folgendes:" on page 498 of the Prospectus shall be replaced by the following:

"

Die Ausübung des Wahlrechts kann nicht widerrufen werden und die hinterlegte Schuldverschreibung kann nicht zurückgenommen werden **[Im Fall von nicht nachrangigen Schuldverschreibungen, bei denen das Format für berücksichtigungsfähige Verbindlichkeiten Anwendung findet, gilt Folgendes:**, es sei denn, es tritt vor dem Tag, an dem die Schuldverschreibung zur Rückzahlung fällig wird, ein Kündigungsgrund ein und dauert an. In diesem Fall kann der betreffende Gläubiger der Schuldverschreibungen nach seiner Wahl durch Mitteilung an die Emittentin eine Rücknahme der gemäß dieser Ziffer erfolgten Mitteilung erklären und stattdessen die betreffende Schuldverschreibung gemäß § [12] unverzüglich fällig und zahlbar stellen].]

"

V. ANNEXES TO THE TERMS AND CONDITIONS

1. Amendments to the subsection "**CREDIT LINKED NOTES ANNEX A**" commencing on page 548 of the Prospectus

- a. Provision "**2. Accrual of Interest upon Early Redemption**" on page 549 of the Prospectus shall be replaced by the following:

"

2. Accrual of Interest upon Early Redemption

In the case of interest-bearing Securities (other than EM Pass-Through Securities, Zero Recovery Portfolio Securities and Recovery Portfolio Securities) for which "Accrual of Interest upon Early Redemption" is not specified as applicable in the applicable Final Terms:

- (a) § 5[in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (b) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I the following applies: [9]] [in case of Option II and Option V the following applies: [12]] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.]
- (c) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12].no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities."

b. Amendments to provision "6. PROVISIONS FOR CREDIT LINKED SECURITIES" commencing on page 550 of the Prospectus

aa. In paragraph "(24) EM Pass-Through Securities" commencing on page 616 of the Prospectus the title of sub-paragraph (b) shall be replaced by the following:

"

(b) *Redemption pursuant to § 5 [in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]] or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I and Option II the following applies: [9]] [in case of Option V the following applies: [12]]]* "

bb. In paragraph "(24) EM Pass-Through Securities" commencing on page 616 of the Prospectus sub-paragraph (d) on page 617 shall be replaced by the following:

"

(d) *Interest*

(i) Notwithstanding the provisions of § 3, each Security bears interest and pays the Interest Amount on the relevant Interest Payment Date (if any), in each case as provided in this § 6(24), and § 3 shall be construed accordingly. In the event of any conflict between this § 6(24) and § 3, this §6(24) shall prevail.

(ii) § 5[(5)][(6)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.

(iii) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.]

(iv) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(2) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] no interest will be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

(v) if:

(x) § 6(4) or § 6(5) applies in respect of the Securities and, in the case of § 6(4), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of § 6(5) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, as the case may be; and/or

(y) § 6(6) applies in respect of the Securities and redemption of the Securities is postponed as provided therein,

then interest will be payable as provided in § 6(4), § 6(5) or § 6(6), as the case may be."

cc. In paragraph "(24) EM Pass-Through Securities" commencing on page 616 of the Prospectus the definition of "Early Redemption Date" on page 619 of the Prospectus in the sub-paragraph "(i)

Interpretation and Definitions" commencing on page 619 of the Prospectus shall be replaced by the following:

"**Early Redemption Date**" means, in respect of a redemption pursuant to § 5[(5)][(6)] or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], the date fixed for such redemption."

dd. **In paragraph "(24) EM Pass-Through Securities" commencing on page 616 of the Prospectus the definition of "Fixing Date" on page 620 of the Prospectus in the sub-paragraph "(i) Interpretation and Definitions" commencing on page 619 of the Prospectus shall be replaced by the following:**

"**Fixing Date**" means:

- (a) in respect of a redemption pursuant to § 5(1), the second Business Day immediately preceding the Maturity Date;
- (b) in respect of a redemption pursuant to § 5[(5)][(6)] or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], the relevant Early Redemption Date or, if such date is not a Business Day, the immediately preceding Business Day;
- (c) in respect of a redemption pursuant to § 6(2), the second Business Day immediately succeeding the Valuation Date; or
- (d) for the purposes of calculating an Interest Amount, the second Business Day immediately preceding the relevant Interest Payment Date."

ee. **In paragraph "(25) Zero Recovery Portfolio Securities" commencing on page 621 of the Prospectus the title of sub-paragraph (b) on page 621 of the Prospectus shall be replaced by the following:**

- (b) Redemption pursuant to §5 [*in case of Option I the following applies: [(5)] [in case of Option II and Option V the following applies: [(6)]], §6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I and Option II the following applies: [9]] [in case of Option V the following applies: [12]]]*"

ff. **In paragraph "(25) Zero Recovery Portfolio Securities" commencing on page 621 of the Prospectus the penultimate paragraph of sub-paragraph (c) "Outstanding Principal Amount Reduction" on page 622 of the Prospectus shall be replaced by the following:**

For the avoidance of doubt any failure by the Issuer to provide a notice pursuant to this § 6(1) will not constitute an Event of Default (in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms) and will not affect the validity of any of the above provisions."

gg. **In paragraph "(25) – Zero Recovery Portfolio Securities" commencing on page 621 of the Prospectus sub-paragraph (e) "Accrual of Interest" on page 623 of the Prospectus shall be replaced by the following:**

(e) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) Notwithstanding anything to the contrary in § 3, the amount of interest payable in respect of each principal amount of Securities equal to the Calculation Amount and an Interest Period, will be the Interest Amount (as defined in paragraph (f) below) in respect of such Interest Period.
- (ii) § 5[(5)][(6)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (iii) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (iv) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities."

hh. **In paragraph "(26) Recovery Portfolio Securities" commencing on page 624 of the Prospectus the title of sub-paragraph (b) on page 624 of the Prospectus shall be replaced by the following:**

"

- (e) ***Redemption pursuant to §5[in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]]], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I and Option II the following applies: [9]] [in case of Option V the following applies: [12]]"***

ii. **In paragraph "(26) Recovery Portfolio Securities" commencing on page 624 of the Prospectus sub-paragraph (h) "Accrual of Interest" on page 626 of the Prospectus shall be replaced by the following:**

"

(h) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) Notwithstanding anything to the contrary in § 3, the amount of interest payable in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount and an Interest Period, will be the Interest Amount (as defined in paragraph (j) below) in respect of such Interest Period.
- (ii) § 5[(5)][(6)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.

- (iii) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (iv) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities."

2. Amendments to the subsection "CREDIT LINKED NOTES ANNEX B" commencing on page 630 of the Prospectus

a. Provision "2. Accrual of Interest upon Early Redemption" on page 631 of the Prospectus shall be replaced by the following:

2. Accrual of Interest upon Early Redemption

In the case of interest-bearing Securities (other than EM Pass-Through Securities, Zero Recovery Portfolio Securities and Recovery Portfolio Securities) for which "Accrual of Interest upon Early Redemption" is not specified as applicable in the applicable Final Terms:

- (a) § 5[in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (b) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I the following applies: [9]] [in case of Option II and Option V the following applies: [12]] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (c) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities."

b. Amendments to provision "6. PROVISIONS FOR CREDIT LINKED SECURITIES" commencing on page 632 of the Prospectus

aa. In paragraph "(17) EM Pass-Through Securities" commencing on page 688 of the Prospectus the title of sub-paragraph (b) shall be replaced by the following:

- (b) *Redemption pursuant to § 5 [in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]] or, in the case of Securities for which*

Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I and Option II the following applies: [9]] [in case of Option V the following applies: [12]] "

bb. In paragraph "(17) *EM Pass-Through Securities*" commencing on page 688 of the Prospectus sub-paragraph (d) on page 689 shall be replaced by the following:

"

(d) *Interest*

- (i) Notwithstanding the provisions of § 3, each Security bears interest and pays the Interest Amount on the relevant Interest Payment Date (if any), in each case as provided in this § 6(17), and § 3 shall be construed accordingly. In the event of any conflict between this § 6(17) and § 3, this §6(17) shall prevail.
- (ii) § 5[(5)][(6)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (iii) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.]
- (iv) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(2) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] no interest will be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.
- (v) if:
 - (x) § 6(4) or § 6(5) applies in respect of the Securities and, in the case of § 6(4), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of § 6(5) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date, as the case may be; and/or
 - (y) § 6(6) applies in respect of the Securities and redemption of the Securities is postponed as provided therein,

then interest will be payable as provided in § 6(4), § 6(5) or § 6(6), as the case may be."

cc. In paragraph "(17) *EM Pass-Through Securities*" commencing on page 688 of the Prospectus the definition of "Early Redemption Date" on page 691 of the Prospectus in the sub-paragraph "(i) *Interpretation and Definitions*" commencing on page 691 of the Prospectus shall be replaced by the following:

"

"**Early Redemption Date**" means, in respect of a redemption pursuant to § 5[(5)][(6)] or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], the date fixed for such redemption. "

dd. In paragraph "(17) *EM Pass-Through Securities*" commencing on page 688 of the Prospectus the definition of "Fixing Date" on page 692 of the Prospectus in the sub-paragraph "(i) *Interpretation and Definitions*" commencing on page 691 of the Prospectus shall be replaced by the following:

"Fixing Date" means:

- (a) in respect of a redemption pursuant to § 5(1), the second Business Day immediately preceding the Maturity Date;
- (b) in respect of a redemption pursuant to § 5[(5)][(6)] or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], the relevant Early Redemption Date or, if such date is not a Business Day, the immediately preceding Business Day;
- (c) in respect of a redemption pursuant to § 6(2), the second Business Day immediately succeeding the Valuation Date; or
- (d) for the purposes of calculating an Interest Amount, the second Business Day immediately preceding the relevant Interest Payment Date."

ee. In paragraph "(18) *Zero Recovery Portfolio Securities*" commencing on page 693 of the Prospectus the title of sub-paragraph (b) on page 693 of the Prospectus shall be replaced by the following:

- (b) *Redemption pursuant to §5 [in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]]], §6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I and Option II the following applies: [9]] [in case of Option V the following applies: [12]]"*

ff. In paragraph "(18) *Zero Recovery Portfolio Securities*" commencing on page 693 of the Prospectus the penultimate paragraph of sub-paragraph (c) "*Outstanding Principal Amount Reduction*" on page 694 of the Prospectus shall be replaced by the following:

For the avoidance of doubt any failure by the Issuer to provide a notice pursuant to this § 6(1) will not constitute an Event of Default (in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms) and will not affect the validity of any of the above provisions."

gg. In paragraph "(18) – *Zero Recovery Portfolio Securities*" commencing on page 693 of the Prospectus sub-paragraph (e) "*Accrual of Interest*" on page 695 of the Prospectus shall be replaced by the following:

- (e) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) Notwithstanding anything to the contrary in § 3, the amount of interest payable in respect of each principal amount of Securities equal to the Calculation Amount and an Interest

Period, will be the Interest Amount (as defined in paragraph (f) below) in respect of such Interest Period.

- (ii) § 5[(5)][(6)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (iii) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.
- (iv) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities."

hh. In paragraph "(19) *Recovery Portfolio Securities*" commencing on page 696 of the Prospectus the title of sub-paragraph (b) on page 696 of the Prospectus shall be replaced by the following:

"

- (b) *Redemption pursuant to §5 [in case of Option I the following applies: [(5)]] [in case of Option II and Option V the following applies: [(6)]]*, § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [in case of Option I and Option II the following applies: [9]] [in case of Option V the following applies: [12]]"

ii. In paragraph "(19) *Recovery Portfolio Securities*" commencing on page 696 of the Prospectus sub-paragraph (h) "*Accrual of Interest*" commencing on page 698 of the Prospectus shall be replaced by the following:

"

- (h) *Accrual of Interest*

In the case of interest-bearing Securities:

- (i) Notwithstanding anything to the contrary in § 3, the amount of interest payable in respect of each principal amount of Securities which as of the Issue Date had a principal amount equal to the Calculation Amount and an Interest Period, will be the Interest Amount (as defined in paragraph (j) below) in respect of such Interest Period.
- (ii) § 5[(5)][(6)] shall be amended by the deletion of the words "together (if applicable) with interest accrued to (but excluding) the date of redemption" therein.
- (iii) In the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12] shall be amended by the deletion of the words "together with interest accrued to the date of repayment" therein.

- (iv) In the event that the Securities are redeemed pursuant to § 5[(5)][(6)], § 6(9) or, in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms, § [9][12], no interest will be payable in respect of the Securities in respect of which the relevant Interest Payment Date has not occurred on or prior to the date fixed for such redemption, provided that if the date fixed for such redemption falls prior to the first Interest Payment Date, no interest shall be payable in respect of the Securities.

For the avoidance of doubt, in the event that the Securities are redeemed at a time when the Outstanding Principal Amount is equal to zero, no interest will be payable in respect of the Securities."

3. Amendments to the subsection "REGISTERED SECURITIES ANNEX" commencing on page 719 of the Prospectus

a. Amendments to provision 2 commencing on page 719 of the Prospectus

In the subsection "[INSERT IF THE SECURITIES ARE ISSUED INITIALLY PURSUANT TO A REGULATION S GLOBAL SECURITY AND/OR A RULE 144A GLOBAL SECURITY:" on page 722 of the Prospectus paragraph (b) shall be replaced by the following:

"

- (b) Interests in a Global Security will be exchangeable (free of charge), in whole but not in part, for definitive Registered Securities without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means that (i) **[In case of Securities where Eligible Liabilities Format is not applicable the following applies:** an Event of Default has occurred and is continuing, (ii) in the case of Securities registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Securities and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act, [(ii)][(iii)] in the case of Securities registered in the name of a nominee for a common depository for Euroclear and CBL, the Issuer has been notified that both Euroclear and CBL have been closed for business for a continuous period of fourteen days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or [(iii)][(iv)] the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Global Security in definitive form.

The Issuer will promptly give notice to Securityholders in accordance with § [12][15] if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, the relevant Clearing System (acting on the instructions of any holder of an interest in the Global Security) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iv) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar."

b. Provision "8." on page 725 of the Prospectus shall be replaced by the following:

"

- "8. If Option I applies and the Securities are Zero Coupon Securities, § 3(2) of the Terms and Conditions will be deleted and replaced by the following new § 3 (2):

"(2) *Late Payment on Securities.* If the amount payable in respect of any Security upon redemption of such Security pursuant to §5(1), §5[(5)], §[7(2)] **[In case of Securities where Eligible Liabilities Format is not applicable the following applies:** or upon its becoming due and repayable as provided in §[9]] is improperly withheld or refused, the amount due and repayable in respect of such Security shall be the amount calculated as provided in the definition of Amortised Face Amount as though the references therein to the date fixed for the redemption or the date upon which such Security becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Security have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Securities has been received by the Registrar and notice to that effect has been given to the Securityholders in accordance with §[12]."

c. Amendments to provision 12 commencing on page 727 of the Prospectus

In provision 12 the last paragraph on page 728 of the Prospectus shall be replaced by the following:

"No option so exercised or Security so deposited may be revoked or withdrawn **[In case of Securities where Eligible Liabilities Format is not applicable the following applies:** unless prior to the due date for redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option may select by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Security forthwith due and payable pursuant to § **[where Option I or II applies:[9]] [where Option V applies:[12]]].]**"

VI. BOOK ENTRY CLEARANCE SYSTEMS

In the subsection "BOOK-ENTRY SYSTEMS" commencing on page 912 of the Prospectus the ninth paragraph on page 913 shall be replaced by the following:

"Under certain circumstances, including if there is an Event of Default (in the case of Securities for which Eligible Liabilities Format is not specified as applicable in the applicable Final Terms), DTC will exchange the DTC Securities for definitive Registered Securities, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Security, will be legended as set forth under "*Transfer and Selling Restrictions*"."

B. Use of the BBSW as reference rate in connection with the issuance of German law governed floating rate bearer notes under the Prospectus

The Issuer intends to allow for the use of BBSW as reference rate in connection with the issuance of German law governed floating rate bearer notes under the Prospectus.

Accordingly, the Prospectus shall be amended as follows:

I. SUMMARY

In the SUMMARY Element C.9 – "Nominal interest rate, date from which interest becomes payable and the due dates for interest, and, where the interest rate is not fixed, description of the underlying on which it is based, maturity date and arrangement for loan amortisation, including the repayment procedure, an indication of yield and name of representative of Securityholders" commencing on page 17 of the Prospectus all subsections from (and including) the subsection "Rate of Interest" commencing on page 18

of the Prospectus to (and including) the subsection "TARGET-Business Day" on page 19 of the Prospectus shall be replaced as follows:

"

		<p>Rate of Interest</p> <p><i>[Insert in case of Floating Rate Securities with EURIBOR/LIBOR/STIBOR/NIBOR/BBSW or CMS as reference rate:</i> The "Rate of Interest" for each Interest Period is the Reference Rate $[[\text{plus}] [\text{minus}] \text{ a Margin of } [+]$ $[-] [\bullet]$ per cent. <i>per annum</i>].</p> <p>The "Reference Rate" is</p> <p><i>[in case of Inverse Floater Securities insert:</i> $[+] [-] [\bullet]$ per cent. <i>per annum</i> (the "Inverse Margin") $[\text{plus}] [\text{minus}]$</p> <p><i>[In case of Participation Securities insert:</i> $[+] [-] [\bullet]$ per cent. (the "Participation") multiplied by]</p> <p><i>[if EURIBOR/LIBOR/STIBOR/NIBOR applies insert: [in case of Securities where Reference Rate is calculated by adding or subtracting two rates insert: (]</i> the offered quotation (expressed as a percentage rate <i>per annum</i>) for deposits in <i>[insert Specified Currency]</i> for the relevant Interest Period (a "Floating Rate") which appears on the Screen Page as of $[11:00 \text{ a.m.}] [12:00 \text{ noon}]$ ($[\text{Brussels}] [\text{London}]$ $[\text{Stockholm}] [\text{Oslo}]$ time) on the Interest Determination Day <i>[in case of Participation Securities where Reference Rate is calculated by adding or subtracting two rates insert:)][.]</i></p> <p><i>[if BBSW applies insert: [in case of Securities where Reference Rate is calculated by adding or subtracting two rates insert: (]</i> the average mid rate for prime bank eligible securities with a term of $[[\bullet] \text{ months}] [\bullet]$, which is designated as the "AVG MID" on the Screen Page (or any designation that replaces that designation on that Screen Page, or any page that replaces that Screen Page) (a "Floating Rate") at approximately 10:15 a.m. (Sydney time), on the Interest Determination Day <i>[in case of Securities where Reference Rate is calculated by adding or subtracting two rates:)][.]</i></p> <p><i>[if CMS applies insert: [in case of Securities where Reference Rate is calculated by adding or subtracting two rates insert: (]</i> the rate for $[\text{currency}]$ swaps with a maturity of $[\text{maturity}]$ expressed as a percentage rate <i>per annum</i> with reference to <i>[insert relevant short-term floating index]</i> (a "CMS Rate") which appears on the Screen Page as of $[11:00 \text{ a.m.}] [\bullet]$ ($[\text{New York City}] [\bullet]$ time), on the Interest Determination Day <i>[in case of Securities where Reference Rate is calculated by adding or subtracting two rates insert:)][.]</i> $[\text{minus}] [\text{plus}]$</p> <p><i>[if EURIBOR/LIBOR/STIBOR/NIBOR applies insert:</i> (the offered quotation (expressed as a percentage rate <i>per annum</i>) for deposits in <i>[insert Specified Currency]</i> for the relevant Interest Period (a "Floating Rate") which appears on the Secondary Screen Page as of $[11:00 \text{ a.m.}] [12:00 \text{ noon}]$ ($[\text{Brussels}] [\text{London}]$ $[\text{Stockholm}] [\text{Oslo}]$ time) on the Interest Determination Day).]</p> <p><i>[if BBSW applies insert:</i> (the average mid rate for prime bank eligible securities with a term of $[[\bullet] \text{ months}] [\bullet]$, which is designated as the "AVG MID" on the Secondary Screen Page (or any designation that replaces that designation on that Screen Page,</p>
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		<p>or any page that replaces that Screen Page) (a "Floating Rate") which appears on the Secondary Screen Page at approximately [10:15 a.m.] [●] ([Sydney] [●] time), on the Interest Determination Day).]</p> <p>if CMS applies insert: (the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage rate <i>per annum</i> with reference to [relevant short-term floating index] (a "CMS Rate") which appears on the Secondary Screen Page as of [11:00 a.m.] [●] ([New York City] [●] time), on the Interest Determination Day).]</p> <p>"Interest Determination Day" means [the [second][other relevant day] [TARGET-] Business Day prior to the commencement of the relevant Interest Period] [the first [TARGET-]Business Day] of the relevant Interest Period] [the [relevant day] [TARGET-]Business Day prior to the relevant Interest Payment Date].</p> <p>"[TARGET-]Business Day" means a day (other than Saturday or Sunday) on which [commercial banks and foreign exchange markets settle payments in [●] and are open for general business (including dealings in foreign exchange and foreign currency deposits)] [and] [TARGET2 (Trans-European Automated Real-time Gross Settlement Express Transfer System) settles payments].</p>
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"

II. DESCRIPTION OF THE SECURITIES

In the subsection "DESCRIPTION OF INTEREST RATE AND REDEMPTION PROVISIONS" commencing on page 105 of the Prospectus the subsection "Reference Rates" on page 106 of the Prospectus shall be replaced by the following:

"Reference Rates

A reference rate may be any one or more of EURIBOR (the European Interbank Offered Rate), LIBOR (the London Interbank Offered Rate), the STIBOR (the Stockholm Interbank Offered Rate), the NIBOR (the Norwegian Interbank Offered Rate), the BBSW (the Australian Bank Bill Swap Rate), a CMS (constant maturity swap) rate or any other interest or other rate that appears on a reference page.

If the reference rate for the Securities is EURIBOR, LIBOR, STIBOR, NIBOR or BBSW, the floating rate will be determined by reference to the relevant reference page.

EURIBOR is the rate of interest quoted by banks operating in the European interbank market for the Euro sponsored by the European Banking Federation.

LIBOR is the rate of interest quoted by banks operating in the London interbank market for certain specified currencies.

STIBOR is the rate of interest based on the interest rates at which banks offer to lend unsecured funds to other banks in the Stockholm interbank market.

NIBOR is the rate of interest lenders require for unsecured money market lending in Norwegian Kroner (NOK).

BBSW is the rate for Australian prime bank eligible securities with tenors of 1 to 6 months.

If the reference rate for interest payments is a CMS rate, the floating rate will be determined by reference to the relevant reference page. The rate is reset periodically. Details of the relevant CMS rate will be specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities).

If the floating or other variable rate of interest is calculated by reference to a reference rate that is different to those contemplated above, then the reference page for such reference rate will be set out in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) or, in the case of Exempt Securities, if the reference rate is not available on a recognised reference page published by an information provider, details on how the reference rate is calculated will be set out in the applicable Pricing Supplement. For the avoidance of doubt, potential investors should note that the rates specified above can be used in the calculation of the redemption amount in respect of a series of Securities.

Other

Interest bearing Securities may be issued which bear or pay interest based on any combination of the above, for example bearing or paying interest based on a combination of fixed and variable rates.

Non-Interest Bearing Securities and Zero Coupon Securities

Securities may be issued under the Programme that do not bear or pay any interest including Zero Coupon Securities which amortise over the life of the Securities. Zero Coupon Securities may be issued at a discount to par."

III. TERMS AND CONDITIONS – ENGLISH LANGUAGE VERSION

Amendments to the subsection "Terms and Conditions for Floating Rate Notes (Option II)" commencing on page 161 of the Prospectus

1. **In the subsection "§ 3 INTEREST" commencing on page 168 of the Prospectus the subsection "IN CASE OF BASIC FLOATING RATE SECURITIES THE FOLLOWING APPLIES:" commencing on page 170 of the Prospectus shall be replaced by the following:**

"

**IN CASE OF BASIC
FLOATING RATE
SECURITIES THE
FOLLOWING
APPLIES:**

the Reference Rate **[in case of a Margin the following applies: [plus] [minus] [+] [-] [●] per cent. *per annum* (the "Margin")].**

[In case the Reference Rate refers to EURIBOR, LIBOR, STIBOR, NIBOR or BBSW and there is a short or long first Interest Period and if interpolation is applicable, the following applies: The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the Interest Commencement Date (including) to the first **[if Interest Period End Date(s) is not applicable the following applies: Interest Payment Date] [in case of Interest Period End Date(s) the following applies: Interest Period End Date]** (excluding) (being the first Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity of the First Interpolation Period and the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity of the Second Interpolation Period.]

[In case the Reference Rate refers to EURIBOR, LIBOR, STIBOR, NIBOR or BBSW and there is a short or long last Interest Period and if interpolation is applicable, the following applies: The Floating Rate included in the calculation of the applicable Reference Rate for the Interest Period from the **[if Interest Period End Date(s) is not applicable the following applies: Interest Payment Date] [in case of Interest Period End Date(s) the following applies: Interest Period End**

Date] preceding the Maturity Date (including) to the Maturity Date (as defined in § 5(1) (excluding) (being the last Interest Period) shall be determined by the Calculation Agent by linear interpolation between the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity of the First Interpolation Period and the rate that would be determined in accordance with the "Floating Rate" definition were the Designated Maturity of the Second Interpolation Period.]

[If interpolation applies the following applies:

"First Interpolation Period" means [●].

"Second Interpolation Period" means [●].]

..

2. In the subsection "§ 3 INTEREST" commencing on page 168 of the Prospectus the subsection "IN CASE OF SCREEN RATE DETERMINATION THE FOLLOWING APPLIES:" commencing on page 176 of the Prospectus shall be replaced by the following:

"

**IN CASE OF
SCREEN RATE
DETERMINATION
THE FOLLOWING
APPLIES:**

[If Reference Rate is EURIBOR, LIBOR, STIBOR, NIBOR or BBSW the following applies:

"Designated Maturity" means [●].]

"Interest Determination Day" means the [second] [other applicable number of days] [TARGET2] [London] [other relevant location] Business Day [prior to the commencement of] [following] [of] the relevant Interest Period.

The "Reference Rate" is

[in case of Inverse Floater Securities the following applies: [+] [-] [●] per cent. *per annum* (the "Inverse Margin") [plus] [minus]]

[In case of Participation Securities the following applies: [+] [-] [●] per cent. (the "Participation") multiplied by]

[if EURIBOR, LIBOR, STIBOR or NIBOR applies: [in case of Securities where Reference Rate is calculated by adding or subtracting two rates: (]

the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the Designated Maturity (a "Floating Rate") which appears on the Screen Page as of **[if the Reference Rate is EURIBOR the following applies: 11:00 a.m. (Brussels time)] [if the Reference Rate is LIBOR the following applies: 11:00 a.m. (London time)] [if the Reference Rate is STIBOR the following applies: 11:00 a.m. (Stockholm time)] [if the Reference Rate is NIBOR the following applies: 12:00 noon (Oslo time)]** on the Interest Determination Day **[([●]-months EURIBOR)] [([●]-months LIBOR)] [([●]-months STIBOR)] [([●]-months NIBOR)]**

[in case of Securities where Reference Rate is calculated by adding or subtracting two rates:)] [.]

[if BBSW applies: [in case of Securities where Reference Rate is calculated by adding or subtracting two rates: (]

the average mid rate for prime bank eligible securities with a term corresponding with the Designated Maturity, which is designated as the "AVG MID" on the Screen Page (or any designation that replaces that designation on that Screen Page, or any page that replaces that Screen Page (as described below)) (a "**Floating Rate**") at approximately 10:15 a.m. (Sydney time), on the Interest Determination Day **[in case of Securities where Reference Rate is calculated by adding or subtracting two rates:)]** [.]

[if CMS applies: [in case of Securities where Reference Rate is calculated by adding or subtracting two rates: (]

the rate for [currency] swaps with a maturity of [maturity] expressed as a percentage rate *per annum* with reference to [**relevant short-term floating index**] (a "**CMS Rate**") which appears on the Screen Page as of [11:00 a.m.] [●] ([New York City] [●] time), on the Interest Determination Day

[in case of Securities where Reference Rate is calculated by adding or subtracting two rates:)] [.]

[in case of Securities where Reference Rate is calculated by adding or subtracting two rates the following applies:

[minus]

[plus]

[if EURIBOR, LIBOR, STIBOR or NIBOR applies: (the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the Designated Maturity (a "**Floating Rate**") which appears on the Secondary Screen Page as of **[if the Reference Rate is EURIBOR the following applies:** 11:00 a.m. (Brussels time)] **[if the Reference Rate is LIBOR the following applies:** 11:00 a.m. (London time)] **[if the Reference Rate is STIBOR the following applies:** 11:00 a.m. (Stockholm time)] **[if the Reference Rate is NIBOR the following applies:** 12:00 noon (Oslo time)] on the Interest Determination Day **[([●]-months EURIBOR)] **[([●]-months LIBOR)] **[([●]-months STIBOR)] **[([●]-months NIBOR)]).]**²¹******

[if BBSW applies: (the average mid rate for prime bank eligible securities with a term corresponding with the Designated Maturity, which is designated as the "AVG MID" on the Secondary Screen Page (or any

²¹ Applicable if EURIBOR, LIBOR, STIBOR or NIBOR applies and Reference Rate is calculated by adding or subtracting two rates.

^{21*} Applicable if BBSW applies and Reference Rate is calculated by adding or subtracting two rates.

designation that replaces that designation on that Secondary Screen Page, or any page that replaces that Secondary Screen Page (as described below)) (a "**Floating Rate**") at approximately 10:15 a.m. (Sydney time), on the Interest Determination Day.^{21*}

[if CMS applies: (the rate for **[currency]** swaps with a maturity of **[maturity]** expressed as a percentage rate *per annum* with reference to **[relevant short-term floating index]** (a "**CMS Rate**") which appears on the Secondary Screen Page as of [11:00 a.m.] **[●]** ([New York City] **[●]** time), on the Interest Determination Day).]²²

"**Screen Page**" means **[relevant Screen Page]** or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying the relevant quotation or rate.

in case of Securities where Reference Rate is calculated by adding or subtracting two rates the following applies:

"**Secondary Screen Page**" means **[relevant Secondary Screen Page]** or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying the relevant quotation or rate.]

[If Reference Rate is EURIBOR, LIBOR, STIBOR or NIBOR the following applies: If the relevant Screen Page [or the Secondary Screen Page, as the case may be,] is not available or if no such quotation appears as at such time, the Calculation Agent shall, after consultation with the Issuer, request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the Designated Maturity and in a representative amount to prime banks in the **[if the Reference Rate is EURIBOR the following applies:** Euro-Zone interbank market at approximately 11:00 a.m. (Brussels time)] **[if the Reference Rate is LIBOR the following applies:** [London] **[other relevant location]** interbank market at approximately 11:00 a.m. ([London] **[other relevant location]** time)] **[if the Reference Rate is STIBOR the following applies:** in the Stockholm interbank market at approximately 11:00 a.m. (Stockholm time)] **[if the Reference Rate is NIBOR the following applies:** in the Oslo interbank market at approximately 12:00 a.m. (Oslo time)] on the relevant Interest Determination Day. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the relevant Floating Rate for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR the following applies:** thousandth of a percentage point, with 0.0005] **[if the Reference Rate is not EURIBOR the following applies:** hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on the relevant Interest Determination Day only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as

²²

Applicable if CMS applies and Reference Rate is calculated by adding or subtracting two rates.

provided in the preceding paragraph, the relevant Floating Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one **[if the Reference Rate is EURIBOR the following applies:** thousandth of a percentage point, with 0.0005] **[if the Reference Rate is not EURIBOR the following applies:** hundred-thousandth of a percentage point, with 0.000005] being rounded upwards) of the rates, as communicated to (and at the request of, after consultation with the Issuer) the Calculation Agent by major banks in the **[if the Reference Rate is EURIBOR the following applies:** Euro-Zone interbank market] **[if the Reference Rate is LIBOR the following applies:** London interbank market] **[if the Reference Rate is STIBOR the following applies:** Stockholm interbank market] **[if the Reference Rate is NIBOR the following applies:** Oslo interbank market] **[other relevant location]** interbank market], selected by the Calculation Agent, after consultation with the Issuer, acting in good faith, at which such banks offer, as at **[if the Reference Rate is LIBOR the following applies:** 11:00 a.m. (London time)] **[if the Reference Rate is EURIBOR the following applies:** 11:00 a.m. (Brussels time)] **[if the Reference Rate is STIBOR the following applies:** 11:00 a.m. (Stockholm time)] **[if the Reference Rate is NIBOR the following applies:** 12:00 noon (Oslo time)] **[other relevant location and time]** on the relevant Interest Determination Day, loans in the Specified Currency for the Designated Maturity and in a representative amount to leading European banks, provided that, if a Floating Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the relevant Floating Rate used in the calculation of the relevant Reference Rate shall be the Floating Rate determined in respect of the last preceding Interest Determination Day.]

[If Reference Rate is BBSW the following applies: If the relevant Screen Page [or the Secondary Screen Page, as the case may be,] is not available or if no rate appears by 10:30 a.m. (Sydney time), on that day (or such other time that is 15 minutes after the then prevailing publication time), the Calculation Agent shall, after consultation with the Issuer, request each of the Reference Banks (as defined below) to provide the Calculation Agent with its bid and ask rates which the Reference Bank quoted or would have quoted at approximately 10:15 a.m. (Sydney time) on the relevant Interest Determination Day for prime bank eligible securities with a term corresponding with the Designated Maturity and of the type specified for the purpose of quoting on the Screen Page. The Reference Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards) of four such rates, all as determined by the Calculation Agent, provided that, if the Floating Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Floating Rate used in the calculation of the relevant Reference Rate shall be the Floating Rate determined in respect of the last preceding Interest Determination Day.]

[If Reference Rate is CMS the following applies: If the relevant Screen Page [or the Secondary Screen Page, as the case may be,] is not available or if no rate appears as at such time, the Calculation Agent shall, after consultation with the Issuer, request each of the Reference Banks (as defined below) to provide the Calculation Agent with [its mid-market semi-annual swap rate quotations] **[other quotations]** at approximately [11:00 a.m.] **[●]** ([New York City] **[●]** time) on the relevant Interest Determination Day for such Screen Page. For this purpose and **[both]** the Screen Page [and the Secondary Screen Page], the [semi-annual swap rate] **[other rate]** means the mean of the bid and offered rates for the

[semi-annual] [other fixed leg] fixed leg (e.g. calculated on a [30/360] [●] day count basis), of a fixed for floating [currency] interest rate swap transactions with a [maturity] maturity commencing on such day and in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market where, the floating leg (calculated on an [Actual/360] [●] day count basis), is equivalent to the rate for deposits in [currency] for a period of [●] months which appears on [Reuters [●] (or such other page on that service, or such other service as may be nominated as the information vendor, for the purposes of displaying rates or prices comparable to Reuters [●]) as of [11:00 a.m.] [●] [London] [New York City] [●] time on such day. The Calculation Agent will request, after consultation with the Issuer, the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the relevant CMS Rate for such day 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), provided that, if a CMS Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the relevant CMS Rate used in the calculation of the relevant Reference Rate shall be the CMS Rate determined at the last preceding Interest Determination Day.]

"Reference Banks" means [if no other Reference Banks are specified in the Final Terms and Reference Rate is EURIBOR the following applies: four major banks in the Euro-Zone interbank market] [if no other Reference Banks are specified in the Final Terms and Reference Rate is LIBOR the following applies: four major banks in the London interbank market] [if no other Reference Banks are specified in the Final Terms and Reference Rate is STIBOR the following applies: the principal Stockholm office of four major banks in the Stockholm interbank market] [if no other Reference Banks are specified in the Final Terms and Reference Rate is NIBOR the following applies: the principal Oslo office of four major banks in the Oslo interbank market] [if no other Reference Banks are specified in the Final Terms and Reference Rate is BBSW the following applies: the principal office of four major banks in Sydney] [if no other Reference Banks are specified in the Final Terms and Reference Rate is CMS the following applies: five leading swap dealers in the [London] [New York City] [other relevant location] interbank market] [if other Reference Banks are specified in the Final Terms the following applies: names here], as selected by the Calculation Agent after consultation with the Issuer.

[In case of the Euro-Zone interbank market the following applies: "Euro-Zone" means the region comprised of those member states of the European Union that have adopted the Euro in accordance with the Treaty establishing the European Community as amended.]

[In case of a TARGET2 Business Day the following applies: "TARGET2 Business Day" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System is open.]

["London Business Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency) in London.]

..

IV. TERMS AND CONDITIONS – GERMAN LANGUAGE VERSION

Amendments to the subsection "Emissionsbedingungen für Variabel Verzinsliche Anleihen (Option II)" commencing on page 367 of the Prospectus

1. In the subsection "§ 3 ZINSEN" commencing on page 376 of the Prospectus the subsection "BEI EINFACHEN VARIABEL VERZINSLICHEN SCHULDVER-SCHREIBUNGEN GILT FOLGENDES:" commencing on page 378 of the Prospectus shall be replaced by the following:

"

**BEI EINFACHEN
VARIABEL
VERZINSLICHEN
SCHULDVER-
SCHREIBUNGEN
GILT
FOLGENDES:**

dem Referenzsatz **[Im Fall einer Marge gilt Folgendes: [zuzüglich] [abzüglich] [●] % per annum (die "Marge")].**

[Falls der Referenzsatz auf EURIBOR, LIBOR, STIBOR, NIBOR oder BBSW bezogen ist, es eine kurze oder lange erste Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes: Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom Verzinsungsbeginn (einschließlich) bis zum ersten [Zinszahlungstag] [Zinsperiodenendtag] (ausschließlich) (d. h. die erste Zinsperiode) verwendete Variable Zinssatz wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs "Variabler Zinssatz" bestimmt würde, wenn die Laufzeit der Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche, und dem Satz, der gemäß der Definition des Begriffs "Variabler Zinssatz" bestimmt würde, wenn die Laufzeit der Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt.]

[Falls der Referenzsatz auf EURIBOR, LIBOR, STIBOR, NIBOR oder BBSW bezogen ist, es eine kurze oder lange letzte Zinsperiode gibt und Interpolation anwendbar ist, gilt Folgendes: Der bei der Berechnung des anwendbaren Referenzsatzes für die Zinsperiode vom letzten dem Fälligkeitstag vorausgehenden [Zinszahlungstag] [Zinsperiodenendtag] (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) (d. h. die letzte Zinsperiode) verwendete Variable Zinssatz wird von der Berechnungsstelle durch lineare Interpolation zwischen dem Satz, der gemäß der Definition des Begriffs "Variabler Zinssatz" bestimmt würde, wenn die Laufzeit der Festgelegten Endfälligkeit der Ersten Interpolationsperiode entspräche, und dem Satz, der gemäß der Definition des Begriffs "Variabler Zinssatz" bestimmt würde, wenn die Laufzeit der Festgelegten Endfälligkeit der Zweiten Interpolationsperiode entspräche, bestimmt.]

[Falls Interpolation anwendbar ist, gilt Folgendes:

"Erste Interpolationsperiode" bezeichnet [●].]

"Zweite Interpolationsperiode" bezeichnet [●].]

"

2. In the subsection "§ 3 ZINSEN" commencing on page 376 of the Prospectus the subsection "IM FALL VON BILDSCHIRMFESTSTELLUNG GILT FOLGENDES:" commencing on page 383 of the Prospectus shall be replaced by the following:

"

**IM FALL VON
BILDSCHIRM-
FESTSTELLUNG
GILT
FOLGENDES:**

[Sofern der Referenzsatz EURIBOR, LIBOR, STIBOR, NIBOR oder BBSW ist, gilt Folgendes:

"Festgelegte Endfälligkeit" bezeichnet [●.]

"Zinsfestlegungstag" bezeichnet den [zweiten] [zutreffende andere Anzahl von Tagen: [●]] [TARGET2-] [Londoner] [anderen maßgeblichen Ort: [●]] Geschäftstag [vor Beginn] [nach] der jeweiligen Zinsperiode.

Der **"Referenzsatz"** entspricht

[im Fall gegenläufig variabel verzinslicher Schuldverschreibungen gilt Folgendes: [+] [-] [●] % per annum (die "Gegenläufige Marge") [plus] [minus]]

[im Fall von Partizipations-Schuldverschreibungen gilt Folgendes: [+] [-] [●] % (die "Partizipation") multipliziert mit]

[falls EURIBOR, LIBOR, STIBOR oder NIBOR anwendbar ist: [im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes: (]

dem Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit (ein **"Variabler Zinssatz"**), der um **[falls der Referenzsatz EURIBOR ist, gilt Folgendes: 11.00 Uhr** (Brüsseler Ortszeit)] **[falls der Referenzsatz LIBOR ist, gilt Folgendes: 11.00 Uhr** (Londoner Ortszeit)] **[falls der Referenzsatz STIBOR ist, gilt Folgendes: 11.00 Uhr** (Stockholmer Ortszeit)] **[falls der Referenzsatz NIBOR ist, gilt Folgendes: 12.00 Uhr Mittag** (Osloer Ortszeit)] am Zinsfestlegungstag auf der Bildschirmseite angezeigt wird **[([●]-Monats-EURIBOR)] [([●]-Monats-LIBOR)] [([●]-Monats-STIBOR)] [([●]-Monats-NIBOR)]**

[im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:)] [.]

[falls BBSW anwendbar ist: [im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes: (]

dem durchschnittlichen Mittelkurs für berücksichtigungsfähige Wertpapiere führender Banken (*prime bank eligible securities*) mit einer Laufzeit, die der Festgelegten Endfälligkeit entspricht (ein **"Variabler Zinssatz"**), der gegen 10.15 Uhr (Ortszeit in Sydney) am Zinsfestlegungstag auf der Bildschirmseite als "AVG MID" angegeben wird (bzw. jede Angabe, die diese Angabe auf dieser Seite bzw. auf einer Ersatzseite (wie nachfolgend beschrieben) ersetzt.

[im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:)] [.]

[falls CMS anwendbar ist: [im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes: (]

dem Satz für **[Währung]**-Swaps mit einer Laufzeit von **[Laufzeit]**, ausgedrückt als Prozentsatz *per annum* bezogen auf **[maßgeblicher kurzfristig variabler Index]** (ein "**CMS-Satz**"), der um **[11.00 Uhr] [●]** (**[New Yorker] [●]** Ortszeit) am Zinsfestlegungstag auf der Bildschirmseite angezeigt wird

[im Fall von Partizipations-Schuldverschreibungen, bei denen der Referenzsatz nicht durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:)] [.]

[im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:

[abzüglich]

[zuzüglich]

[falls EURIBOR, LIBOR, STIBOR oder NIBOR anwendbar ist: (des Angebotssatzes (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit (ein "**Variabler Zinssatz**"), der um **[falls der Referenzsatz EURIBOR ist, gilt Folgendes:** 11.00 Uhr (Brüsseler Ortszeit)] **[falls der Referenzsatz LIBOR ist, gilt Folgendes:** 11.00 Uhr (Londoner Ortszeit)] **[falls der Referenzsatz STIBOR ist, gilt Folgendes:** 11.00 Uhr (Stockholmer Ortszeit)] **[falls der Referenzsatz NIBOR ist, gilt Folgendes:** 12.00 Uhr Mittag (Osloer Ortszeit)] am Zinsfestlegungstag auf der Sekundären Bildschirmseite angezeigt wird **[[[●]-Monats-EURIBOR)] [[[●]-Monats-LIBOR)] [[[●]-Monats-STIBOR)] [[[●]-Monats-NIBOR)] .]**¹⁰⁵

[falls BBSW anwendbar ist: (des durchschnittlichen Mittelkurses für berücksichtigungsfähige Wertpapiere führender Banken (*prime bank eligible securities*) mit einer Laufzeit, die der Festgelegten Endfälligkeit entspricht (ein "**Variabler Zinssatz**"), der gegen 10.15 Uhr (Ortszeit in Sydney) am Zinsfestlegungstag auf der Sekundären Bildschirmseite als "AVG MID" angegeben wird (bzw. jede Angabe, die diese Angabe auf dieser Seite bzw. auf einer Ersatzseite (wie nachfolgend beschrieben) ersetzt.)^{105*}

[falls CMS anwendbar ist: (des Satzes für **[Währung]**-Swaps mit einer

¹⁰⁵ Anwendbar, wenn EURIBOR, LIBOR, STIBOR oder NIBOR gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

^{105*} Anwendbar, wenn BBSW gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

Laufzeit von [Laufzeit], ausgedrückt als Prozentsatz *per annum* bezogen auf [maßgeblicher kurzfristig variabler Index] (ein "CMS-Satz"), der um [11.00 Uhr] ([New Yorker] [●] Ortszeit) am Zinsfestlegungstag auf der Sekundären Bildschirmseite angezeigt wird.)¹⁰⁶

"Bildschirmseite" bezeichnet [maßgebliche Bildschirmseite] oder die jeweilige Nachfolgeside des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige des maßgeblichen Satzes bzw. Kurses als Informationsanbieter benannt wird.

[im Fall von Schuldverschreibungen, bei denen der Referenzsatz durch Addition oder Subtraktion von zwei Sätzen berechnet wird, gilt Folgendes:

"Sekundäre Bildschirmseite" bezeichnet [maßgebliche Sekundäre Bildschirmseite] oder die jeweilige Nachfolgeside des betreffenden Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige des maßgeblichen Satzes bzw. Kurses als Informationsanbieter benannt wird.]

[Falls der Referenzsatz EURIBOR, LIBOR, STIBOR oder NIBOR ist, gilt Folgendes: Sollte die betreffende Bildschirmseite [bzw. die Sekundäre Bildschirmseite] nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Angebotssatz angezeigt, wird die Berechnungsstelle nach Rücksprache mit der Emittentin von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden Banken **[falls der Referenzsatz EURIBOR ist, gilt Folgendes:** im Interbankenmarkt der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit)] **[falls der Referenzsatz LIBOR ist, gilt Folgendes:** im [Londoner] **[sonstigen maßgeblichen Ort]** Interbankenmarkt um ca. 11.00 Uhr ([Londoner] **[sonstiger maßgeblicher Ort]** Ortszeit)] **[falls der Referenzsatz STIBOR ist, gilt Folgendes:** im Stockholmer Interbankenmarkt um ca. 11.00 Uhr (Stockholmer Ortszeit)] **[falls der Referenzsatz NIBOR ist, gilt Folgendes:** im Osloer Interbankenmarkt um ca. 12.00 Uhr Mittag (Osloer Ortszeit)] an dem betreffenden Zinsfestlegungstag einholen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[falls der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent, wobei 0,0005] **[falls der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfestlegungstag nur eine oder keine der ausgewählten Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der betreffende Variable Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste **[falls der Referenzsatz EURIBOR ist, gilt Folgendes:** Tausendstel Prozent, wobei

¹⁰⁶

Anwendbar, wenn CMS gilt und der Referenzsatz durch Addition oder Subtraktion zweier Sätze berechnet wird.

0,0005] **[falls der Referenzsatz nicht EURIBOR ist, gilt Folgendes:** Hunderttausendstel Prozent, wobei 0,000005] aufgerundet wird) der Sätze ermittelt, die von der Berechnungsstelle nach Rücksprache mit der Emittentin nach Treu und Glauben ausgewählte Großbanken **[falls der Referenzsatz EURIBOR ist, gilt Folgendes:** im Interbankenmarkt der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit)] **[falls der Referenzsatz LIBOR ist, gilt Folgendes:** im [Londoner] **[sonstigen maßgeblichen Ort]** Interbankenmarkt um ca. 11.00 Uhr ([Londoner] **[sonstiger maßgeblicher Ort]** Ortszeit)] **[falls der Referenzsatz STIBOR ist, gilt Folgendes:** im Stockholmer Interbankenmarkt um ca. 11.00 Uhr (Stockholmer Ortszeit)] **[falls der Referenzsatz NIBOR ist, gilt Folgendes:** im Osloer Interbankenmarkt um ca. 12.00 Uhr Mittag (Osloer Ortszeit)] **[sonstigen maßgeblichen Ort]** Interbankenmarkt] der Berechnungsstelle auf ihre Anfrage, nach Rücksprache mit der Emittentin, als den jeweiligen Satz nennen, zu dem sie um **[falls der Referenzsatz EURIBOR ist, gilt Folgendes:** 11.00 Uhr (Brüsseler Ortszeit)] **[falls der Referenzsatz LIBOR ist, gilt Folgendes:** 11.00 Uhr (Londoner Ortszeit)] **[falls der Referenzsatz STIBOR ist, gilt Folgendes:** 11.00 Uhr (Stockholmer Ortszeit)] **[falls der Referenzsatz NIBOR ist, gilt Folgendes:** 12.00 Uhr Mittag (Osloer Ortszeit)] am betreffenden Zinsfestlegungstag Darlehen in der Festgelegten Währung mit einer Laufzeit bis zur Festgelegten Endfälligkeit und über einen repräsentativen Betrag gegenüber führenden europäischen Banken anbieten, wobei in dem Fall, dass der Variable Zinssatz nicht nach Maßgabe der vorstehenden Bestimmungen in diesem Absatz ermittelt werden kann, der in Bezug auf den unmittelbar vorausgehenden Zinsfestlegungstag ermittelte Variable Zinssatz als maßgeblicher Variabler Zinssatz zur Berechnung des betreffenden Referenzsatzes verwendet wird.]

[Falls der Referenzsatz BBSW ist, gilt Folgendes: Sollte die betreffende Bildschirmseite [bzw. die Sekundäre Bildschirmseite] nicht zur Verfügung stehen oder wird an diesem Tag bis 10.30 Uhr (Ortszeit in Sydney) (oder, falls abweichend, 15 Minuten nach dem jeweils maßgeblichen Zeitpunkt der Veröffentlichung) kein Kurs auf der Bildschirmseite angezeigt, wird die Berechnungsstelle nach Rücksprache mit der Emittentin von den Referenzbanken (wie nachstehend definiert) deren Geld- und Briefkurse (*bid and ask rates*), die sie um ca. 10.15 Uhr (Ortszeit in Sydney) am Zinsfestlegungstag für berücksichtigungsfähige Wertpapiere führender Banken (*prime bank eligible securities*) mit einer Laufzeit, die der Festgelegten Endfälligkeit entspricht, abgegeben haben oder hätten, anfordern, wobei die Wertpapiere der Art von Wertpapier entsprechen, für die auf der Bildschirmseite Kurse angegeben werden. Der Referenzsatz für diese Zinsperiode entspricht dem arithmetischen Mittel (falls erforderlich auf- oder abgerundet auf das nächste zehntausendstel Prozent, wobei 0,00005 aufgerundet wird) von vier dieser Kurse, wobei alle Festlegungen durch die Berechnungsstelle erfolgen. Für den Fall, dass der Variable Zinssatz nicht nach Maßgabe der vorstehenden Bestimmungen in diesem Absatz ermittelt werden kann, wird der in Bezug auf den unmittelbar vorausgehenden Zinsfestlegungstag ermittelte Variable Zinssatz als maßgeblicher Variable Zinssatz zur Berechnung des betreffenden Referenzsatzes verwendet.]

[Falls der Referenzsatz CMS ist, gilt Folgendes: Sollte die betreffende Bildschirmseite [bzw. die Sekundäre Bildschirmseite] nicht zur Verfügung stehen oder wird zu dem betreffenden Zeitpunkt kein Satz angezeigt, wird die Berechnungsstelle nach Rücksprache mit der Emittentin von den Referenzbanken (wie nachstehend definiert) [deren jeweiligen durchschnittlichen halbjährlichen Angebots-Swapsatz] **[anderes Angebot]** um ca. [11.00 Uhr] [●] ([New Yorker] [●] Ortszeit) an dem betreffenden Zinsfestlegungstag für die betreffende

Bildschirmseite einholen. In diesem Zusammenhang und in Bezug auf [sowohl] die Bildschirmseite [und die Sekundäre Bildschirmseite] ist der [halbjährliche Swapsatz] [anderer Satz] das Mittel der Geld- und Briefkurse für den [Halbjahres-Festzinssatz] [anderer Festzinssatz] (z.B. berechnet unter Zugrundelegung eines Zinstagequotienten von [30/360] [●]) von Fixed-for-floating-Zinsswaps in [Währung] mit einer Laufzeit von [Laufzeit], die an dem betreffenden Tag beginnt, über einen für eine Einzeltransaktion in dem betreffenden Markt und zu dem betreffenden Zeitpunkt repräsentativen Betrag, die mit einem anerkannten Händler mit guter Bonität im Swapmarkt abgeschlossen wurde und bei denen der variable Zinssatz (berechnet unter Zugrundelegung eines Zinstagequotienten von [Actual/360] [●]) dem Zinssatz für Einlagen in [Währung] für einen Zeitraum vom [●] Monaten entspricht, der um [11.00 Uhr] [●] [Londoner] [New Yorker] [●] Ortszeit an dem betreffenden Tag auf [der Reuters-Seite [●]] [andere Seite] (oder derjenigen anderen Seite dieses Dienstes oder eines anderen Dienstes, der zum Zweck der Anzeige von Sätzen oder Kursen benannt wird, die mit den auf [der Reuters-Seite [●]] [andere Seite] genannten Sätzen oder Kursen vergleichbar sind) angezeigt wird. Die Berechnungsstelle wird nach Rücksprache mit der Emittentin den entsprechenden Angebotssatz von den Hauptniederlassungen der Referenzbanken einholen. Falls mindestens drei Angebotssätze genannt werden, ist der betreffende CMS-Satz für den betreffenden Tag das arithmetische Mittel der Angebotssätze, wobei der höchste Angebotssatz (bzw. bei mehreren gleich hohen Angebotssätzen einer der höchsten Sätze) und der niedrigste Angebotssatz (bzw. bei mehreren gleich niedrigen Angebotssätzen einer der niedrigsten Sätze) unberücksichtigt bleiben, wobei in dem Fall, dass der CMS-Satz nicht nach Maßgabe der vorstehenden Bestimmungen in diesem Absatz ermittelt werden kann, der in Bezug auf den unmittelbar vorausgehenden Zinsfestlegungstag ermittelte CMS-Satz als maßgeblicher CMS-Satz zur Berechnung des betreffenden Referenzsatzes verwendet wird.]

"Referenzbanken" sind [falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz EURIBOR ist, gilt Folgendes: vier Großbanken im Interbankenmarkt der Euro-Zone] [falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz LIBOR ist, gilt Folgendes: vier Großbanken im Londoner Interbankenmarkt] [falls der Referenzsatz STIBOR ist, gilt Folgendes: vier Hauptniederlassungen großer Banken, die auf dem Stockholmer Interbankenmarkt tätig sind] [falls der Referenzsatz NIBOR ist, gilt Folgendes: vier Hauptniederlassungen großer Banken, die auf dem Osloer Interbankenmarkt tätig sind] [falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz BBSW ist, gilt Folgendes: die Hauptniederlassungen von vier Großbanken in Sydney] [falls in den Endgültigen Bedingungen keine anderen Referenzbanken bestimmt werden und der Referenzsatz CMS ist, gilt Folgendes: fünf führende Swap-Händler im [Londoner] [New Yorker] [sonstigen maßgeblichen Ort] Interbankenmarkt] [falls in den Endgültigen Bedingungen andere Referenzbanken genannt sind, sind diese hier einzufügen], die von der Berechnungsstelle nach Rücksprache mit der Emittentin ausgewählt werden.

[Im Fall des Interbankenmarkts der Euro-Zone, gilt Folgendes: "Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die den Euro als einheitliche Währung gemäß dem Vertrag zur Gründung der Europäischen Gemeinschaft in seiner jeweils geltenden Fassung eingeführt haben.]

[Im Fall eines TARGET2-Geschäftstages gilt Folgendes: "TARGET2-Geschäftstag" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System geöffnet ist.]

["Londoner Geschäftstag" bezeichnet einen Tag, an dem die Geschäftsbanken in London Zahlungen abwickeln und für den allgemeinen Geschäftsverkehr (einschließlich des Handels mit Devisen und Fremdwährungseinlagen) geöffnet sind.]

"

V. FORM OF FINAL TERMS

In the subsection "5. INTEREST (§ 3) / ZINSEN (§ 3) – Screen Rate Determination / *Bildschirmfeststellung*" commencing on page 751 of the Prospectus the subsection "Floating Rate / *Variabler Zinssatz*" on page 752 of the Prospectus shall be replaced by the following:

"

Floating Rate	[[() EURIBOR (Designated Maturity: [●], time: 11:00 a.m. Brussels time)]]
Variabler Satz	<i>EURIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit: 11:00 Uhr Brüsseler Ortszeit) []]</i>
	[[() LIBOR (Designated Maturity: [●], time: 11:00 a.m. London time) [], interbank market: [London] [●], 11:00 a.m. [London] [●] time)]]
	<i>LIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit: 11:00 Uhr Londoner Ortszeit) [Interbankenmarkt: [London] [●], 11 Uhr [Londoner] [●] Ortszeit] []]</i>
	[[() STIBOR (Designated Maturity: [●], time: 11:00 a.m. Stockholm time)]]
	<i>STIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit: 11:00 Uhr Stockholmer Ortszeit) []]</i>
	[[() NIBOR (Designated Maturity: [●], time: 12:00 noon Oslo time)]]
	<i>NIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit: 12:00 Uhr Osloer Ortszeit) []]</i>
	[[() BBSW (Designated Maturity: [●], time: 10:15 a.m. Sydney time)]]
	<i>BBSW (Festgelegte Endfälligkeit: [●], Uhrzeit: 10:15 Uhr Ortszeit in Sydney) []]</i>
	[²⁴⁵ minus abzüglich]

²⁴⁵

Insert relevant EURIBOR, LIBOR, STIBOR, NIBOR or BBSW provisions in the case of rate spread Securities.
Betreffende EURIBOR, LIBOR, STIBOR, NIBOR oder BBSW Bestimmungen im Fall von rate spread Securities einfügen.

[plus
zuzüglich]

[EURIBOR (11:00 a.m. Brussels time)]
EURIBOR (11:00 Uhr Brüsseler Ortszeit) []

[LIBOR (11:00 a.m. London time) [, interbank market:
[London] [], 11:00 a.m. [London] [] time)]
LIBOR (11:00 Uhr Londoner Ortszeit)
[Interbankenmarkt: [London] [], 11 Uhr [Londoner]
[] Ortszeit []]

[STIBOR (Designated Maturity: [], time: 11:00
a.m. Stockholm time)]
STIBOR (Festgelegte Endfälligkeit: [], Uhrzeit:
11:00 Uhr Stockholmer Ortszeit) []]

[NIBOR (Designated Maturity: [], time: 12:00 noon
Oslo time)]
NIBOR (Festgelegte Endfälligkeit: [], Uhrzeit: 12:00
Uhr Osloer Ortszeit) []]

[BBSW (Designated Maturity: [], time: 10:15 a.m.
Sydney time)]
BBSW (Festgelegte Endfälligkeit: [], Uhrzeit: 10:15
Uhr Ortszeit in Sydney) []]

"

VI. FORM OF PRICING SUPPLEMENT

In the subsection "5. INTEREST (§ 3) / ZINSEN (§ 3) – Screen Rate Determination / *Bildschirmfeststellung*" commencing on page 815 of the Prospectus the subsection "Floating Rate / *Variabler Zinssatz*" on page 816 of the Prospectus shall be replaced by the following:

"

Floating Rate

[EURIBOR (Designated Maturity: [], time: 11:00
a.m. Brussels time)]

Variabler Satz

EURIBOR (Festgelegte Endfälligkeit: [], Uhrzeit:
11:00 Uhr Brüsseler Ortszeit) []]

[LIBOR (Designated Maturity: [], time: 11:00 a.m.
London time) [, interbank market: [London] [], 11:00
a.m. [London] [] time)]
LIBOR (Festgelegte Endfälligkeit: [], Uhrzeit: 11:00
Uhr Londoner Ortszeit) [Interbankenmarkt: [London]
[], 11 Uhr [Londoner] [] Ortszeit []]

[STIBOR (Designated Maturity: [], time: 11:00 a.m.
Stockholm time)]
STIBOR (Festgelegte Endfälligkeit: [], Uhrzeit:
11:00 Uhr Stockholmer Ortszeit) []]

[[([NIBOR (Designated Maturity: [●], time: 12:00 noon Oslo time)[]]]

NIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit: 12:00 Uhr Osloer Ortszeit)[]]]

[[([BBSW (Designated Maturity: [●], time: 10:15 a.m. Sydney time)[]]]

BBSW (Festgelegte Endfälligkeit: [●], Uhrzeit: 10:15 Uhr Ortszeit in Sydney)[]]]

[⁴⁴⁵minus
abzüglich]

[plus
zuzüglich]

[EURIBOR (11:00 a.m. Brussels time)[]]]

EURIBOR (11:00 Uhr Brüsseler Ortszeit)[]] []]]

[LIBOR (11:00 a.m. London time) [, interbank market:
[London] [●], 11:00 a.m. [London] [●] time)[]]]

*LIBOR (11:00 Uhr Londoner Ortszeit)
[Interbankenmarkt: [London] [●], 11 Uhr [Londoner]
[●] Ortszeit] []]]*

[[([STIBOR (Designated Maturity: [●], time: 11:00 a.m. Stockholm time)[]]]

*STIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit:
11:00 Uhr Stockholmer Ortszeit)[]]]*

[[([NIBOR (Designated Maturity: [●], time: 12:00 noon Oslo time)[]]]

NIBOR (Festgelegte Endfälligkeit: [●], Uhrzeit: 12:00 Uhr Osloer Ortszeit)[]]]

[[([BBSW (Designated Maturity: [●], time: 10:15 a.m. Sydney time)[]]]

BBSW (Festgelegte Endfälligkeit: [●], Uhrzeit: 10:15 Uhr Ortszeit in Sydney)[]]]

..

TO THE EXTENT THAT THERE IS ANY INCONSISTENCY BETWEEN (A) ANY STATEMENT IN THIS SUPPLEMENT AND (B) ANY STATEMENT IN, OR INCORPORATED BY REFERENCE IN, THE PROSPECTUS, THE STATEMENTS IN (A) ABOVE SHALL PREVAIL.

⁴⁴⁵

Insert relevant EURIBOR, LIBOR, STIBOR; NIBOR or BBSW provisions in the case of rate spread Securities.
Betreffende EURIBOR, LIBOR, STIBOR, NIBOR or BBSW Bestimmungen im Fall von rate spread Securities einfügen.