



Borsa Italiana

AVVISO n.16797	05 Settembre 2016	SeDeX - LEV. CERTIFICATES
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Mittente del comunicato : BORSA ITALIANA

Societa' oggetto
dell'Avviso : UniCredit Bank AG

Oggetto : Inizio negoziazione 'Leverage Certificates -
Classe B' 'UniCredit Bank AG' emessi
nell'ambito di un Programma

Testo del comunicato

Si veda allegato.

Disposizioni della Borsa

Strumenti finanziari:	Benchmark Leva su indici composti da singola azione		
Emittente:	UniCredit Bank AG		
Rating Emittente:	Società di Rating	Long Term	Data Report
	Moody's	A2	19/06/2015
	Standard & Poor's	BBB	09/06/2015
	Fitch Ratings	A-	19/05/2015
Oggetto:	INIZIO NEGOZIAZIONI IN BORSA		
Data di inizio negoziazioni:	06/09/2016		
Mercato di quotazione:	Borsa - Comparto SEDEX 'Leverage Certificates - Classe B'		
Orari e modalità di negoziazione:	Negoziazione continua e l'orario stabilito dall'art. IA.7.3.1 delle Istruzioni		
Operatore incaricato ad assolvere l'impegno di quotazione:	Unicredit Bank AG - Milano Member ID Specialist: IT4690		
Limiti di variazione prezzi:	stabiliti nella "Guida ai Parametri" di negoziazione dei mercati regolamentati organizzati e gestiti da Borsa Italiana - Mercato Sedex punto 2) par A)		

CARATTERISTICHE SALIENTI DEI TITOLI OGGETTO DI QUOTAZIONE

Benchmark Leva su indici composti da singola azione

Tipo di liquidazione:	monetaria
Modalità di esercizio:	europeo

DISPOSIZIONI DELLA BORSA ITALIANA

Dal giorno 06/09/2016, gli strumenti finanziari 'Benchmark Leva su indici composti da singola azione' (vedasi scheda riepilogativa delle caratteristiche dei securitised derivatives) verranno inseriti nel Listino Ufficiale, sezione Securitised Derivatives.

Allegati:

- Scheda riepilogativa delle caratteristiche dei securitised derivatives;
- Estratto del prospetto di quotazione dei Securitised Derivatives

Num. Serie	Codice Isin	Trading Code	Instrument Id	Descrizione	Sottostante	Tipologia	Data Scadenza	Parità	Quantità	Lotto Negoziazione	EMS	Commissione %
1	DE000HV4BMS2	UGEN2L	800875	UCHGENXLOSLEFISSAE150618	GENERALI X2	Bull	15/06/18	1	50000	1	24	5,5
2	DE000HV4BMT0	UGEN2S	800770	UCHGENXSHSLFISSAE150618	GENERALI X -2	Bear	15/06/18	1	50000	1	26	5,5
3	DE000HV4BMU8	UENE2L	800876	UCHENEXLOSLEFISSAE150618	ENEL X2	Bull	15/06/18	1	50000	1	24	5,5
4	DE000HV4BMV6	UENE2S	800877	UCHENEXSHSLFISSAE150618	ENEL X -2	Bear	15/06/18	1	50000	1	26	5,5
5	DE000HV4BMW4	UENI2L	800771	UCHENIXLOSLEFISSAE150618	ENI X2	Bull	15/06/18	1	50000	1	23	5,5
6	DE000HV4BMX2	UENI2S	800878	UCHENIXSHSLFISSAE150618	ENI X -2	Bear	15/06/18	1	50000	1	27	5,5
7	DE000HV4BMY0	UFCA2L	800879	UCHFCAXLOSLEFISSAE150618	FIAT-FCA X2	Bull	15/06/18	1	50000	1	26	5,5
8	DE000HV4BMZ7	UFCA2S	800772	UCHFCAXSHSLFISSAE150618	FIAT-FCA X -2	Bear	15/06/18	1	50000	1	24	5,5
9	DE000HV4BM05	UISP2L	800880	UCHINTXLOSLEFISSAE150618	INTESA SANPAOLO X2	Bull	15/06/18	1	50000	1	21	5,5
10	DE000HV4BM13	UISP2S	800773	UCHINTXSHSLFISSAE150618	INTESA SANPAOLO X -2	Bear	15/06/18	1	50000	1	31	5,5
11	DE000HV4BM21	UTLT2L	800881	UCHTITXLOSLEFISSAE150618	TELECOM ITALIA X2	Bull	15/06/18	1	50000	1	24	5,5
12	DE000HV4BM39	UTLT2S	800882	UCHTITXSHSLFISSAE150618	TELECOM ITALIA X -2	Bear	15/06/18	1	50000	1	26	5,5

Final Terms

dated 05/09/2016

UniCredit Bank AG

Issue of Closed End Leverage Securities denominated:

"Benchmark Leva GENERALI X2" with ISIN DE000HV4BMS2
"Benchmark Leva GENERALI X -2" with ISIN DE000HV4BMT0
"Benchmark Leva ENEL X2" with ISIN DE000HV4BMU8
"Benchmark Leva ENEL X -2" with ISIN DE000HV4BMV6
"Benchmark Leva ENI X2" with ISIN DE000HV4BMW4
"Benchmark Leva ENI X -2" with ISIN DE000HV4BMX2
"Benchmark Leva FIAT-FCA X2" with ISIN DE000HV4BMY0
"Benchmark Leva FIAT-FCA X -2" with ISIN DE000HV4BMZ7
"Benchmark Leva INTESA SANPAOLO X2" with ISIN DE000HV4BM05
"Benchmark Leva INTESA SANPAOLO X -2" with ISIN DE000HV4BM13
"Benchmark Leva TELECOM ITALIA X2" with ISIN DE000HV4BM21
"Benchmark Leva TELECOM ITALIA X -2" with ISIN DE000HV4BM39

(the "**Securities**")

under the

Euro 50,000,000,000

Debt Issuance Programme of
UniCredit Bank AG

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 5 para. 4 of the Directive 2003/71/EC, at the date of the Base Prospectus (the "**Prospectus Directive**") in connection with § 6 para. 3 of the German Securities Prospectus Act, at the date of the Base Prospectus (Wertpapierprospektgesetz, the "**WpPG**"). In order to get the full information the Final Terms are to be read together with the information contained in the base prospectus of UniCredit Bank AG (the "**Issuer**") dated 28 June 2016 for the issuance of Securities with single-underlying (without capital protection) (the "**Base Prospectus**") and in any supplements to the Base Prospectus according to § 16 WpPG (the "**Supplements**").*

The Base Prospectus, any Supplements and these Final Terms are available on www.investimenti.unicredit.it in accordance with § 14 WpPG. The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.

An issue specific summary is annexed to these Final Terms.

SECTION A – GENERAL INFORMATION

Issue date and issue price:

29/08/2016

The issue price per Security is specified in § 1 of the Product and Underlying Data.

Selling concession:

Not applicable

Other commissions:

Not applicable

Issue volume:

The issue volume of each Series issued under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

The issue volume of each Tranche issued under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

Product Type:

Closed End Leverage Securities

Admission to trading and listing:

Application has been made for the Securities to be admitted to trading with effect from 06/09/2016 on the following regulated or other equivalent markets:

- Borsa Italiana S.p.A. – SeDeX market

Application to listing has been made as of 06/09/2016 on the following markets:

- Borsa Italiana S.p.A. – SeDeX market

The UniCredit Bank AG (also the "**Market Maker**") undertakes to provide liquidity through bid and offer quotes in accordance with the market making rules of Borsa Italiana S.p.A., where the Securities are expected to be listed. The obligations of the Market Maker are regulated by the rules of the markets organized and managed by Borsa Italiana S.p.A., and the relevant instructions to such rules.

Payment and delivery:

Delivery against payment

Notification:

The Federal Financial Supervisory Authority (the "**BaFin**") has provided to the competent authorities in France, Italy, Luxembourg, the Czech Republic, Sweden, Finland, the Netherlands, Hungary, the Slovak Republic and Poland a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Terms and conditions of the offer:

Day of the first public offer: 05/09/2016

A public offer will be made in Italy.

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

The Securities will be offered to qualified investors, retail investors and/or institutional investors.

As of the day of the first public offer the Securities described in the Final Terms will be offered on a continuous basis.

The continuous offer will be made on current ask prices provided by the Issuer.

The public offer may be terminated by the Issuer at any time without giving any reason.

Consent to the use of the Base Prospectus:

The Issuer consents to the use of the Base Prospectus by all financial intermediaries (so-called general

consent).

Such consent to use the Base Prospectus is given during the period of the validity of the Base Prospectus. General consent for the subsequent resale or final placement of Securities by the financial intermediaries is given in relation to Italy.

The Issuer's consent to the use of the Base Prospectus is subject to the condition that each financial intermediary complies with the applicable selling restrictions and the terms and conditions of the offer.

U.S. Selling Restrictions:

Neither TEFRA C nor TEFRA D

Interest of Natural and Legal Persons involved in the Issue/Offer:

With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on the Borsa Italiana S.p.A. – SeDeX market.

The Issuer is also the arranger and the Calculation Agent of the Securities.

Additional information:

Not applicable

SECTION B – CONDITIONS:

Part A - General Conditions of the Securities

Form, Clearing System, Global Note, Custody

Type of the Securities:	certificates
Global Note:	The Securities are represented by a permanent global note without interest coupons.
Principal Paying Agent:	UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany
French Paying Agent:	not applicable
Calculation Agent:	UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany
Clearing System:	Monte Titoli S.p.A.

PART B – PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

§ 1

Product Data

First Call Date: 06/03/2017

First Redemption Date: 26/09/2016

First Trade Date: 06/09/2016

Issue Date: 29/08/2016

Specified Currency: Euro ("EUR")

Website for Notices: www.investimenti.unicredit.it

Website of the Issuer: www.investimenti.unicredit.it

Table 1.1:

ISIN	WKN	Reuters	Trading Code	Series Number	Tranche Number	Issue Volume of Series in units	Issue Volume of Tranche in units	Issue Price
DE000HV4BMS2	HV4BMS	DEHV4BMS=HVBG	UGEN2L	1	1	50.000	50.000	95.43
DE000HV4BMT0	HV4BMT	DEHV4BMT=HVBG	UGEN2S	2	1	50.000	50.000	104.66
DE000HV4BMU8	HV4BMU	DEHV4BMU=HVBG	UENE2L	3	1	50.000	50.000	98.25
DE000HV4BMV6	HV4BMV	DEHV4BMV=HVBG	UENE2S	4	1	50.000	50.000	101.64
DE000HV4BMW4	HV4BMW	DEHV4BMW=HVBG	UENI2L	5	1	50.000	50.000	101.44
DE000HV4BMX2	HV4BMX	DEHV4BMX=HVBG	UENI2S	6	1	50.000	50.000	98.34
DE000HV4BMY0	HV4BMY	DEHV4BMY=HVBG	UFCA2L	7	1	50.000	50.000	97.70
DE000HV4BMZ7	HV4BMZ	DEHV4BMZ=HVBG	UFCA2S	8	1	50.000	50.000	102.21
DE000HV4BM05	HV4BM0	DEHV4BM0=HVBG	UISP2L	9	1	50.000	50.000	102.30
DE000HV4BM13	HV4BM1	DEHV4BM1=HVBG	UISP2S	10	1	50.000	50.000	97.61
DE000HV4BM21	HV4BM2	DEHV4BM2=HVBG	UTLT2L	11	1	50.000	50.000	99.73
DE000HV4BM39	HV4BM3	DEHV4BM3=HVBG	UTLT2S	12	1	50.000	50.000	100.28

Table 1.2:

ISIN	Underlying	Reference Price	Ratio (initial)	Management Fee in %	Gap Risk Fee in %	Maximum Gap Risk Fee in %	Expiry Date (<i>Data di Scadenza</i>)	Maturity Date
DE000HV4BMS2	Assicurazioni Generali S.p.A. Leva 2 Long Daily Net Return EUR (in short GENERALI X2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BMT0	Assicurazioni Generali S.p.A. Leva 2 Short Daily Gross Return EUR (in short GENERALI X -2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BMU8	Enel S.p.A. Leva 2 Long Daily Net Return EUR (in short ENEL X2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018

DE000HV4BMV6	Enel S.p.A. Leva 2 Short Daily Gross Return EUR (in short ENEL X -2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BMW4	ENI S.p.A. Leva 2 Long Daily Net Return EUR (in short ENI X2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BMX2	ENI S.p.A. Leva 2 Short Daily Gross Return EUR (in short ENI X -2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BMY0	Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR (in short FIAT-FCA X2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BMZ7	Fiat Chrysler Automobiles N.V. Leva 2 Short Daily Gross Return EUR (in short FIAT-FCA X -2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BM05	Intesa Sanpaolo S.p.A. Leva 2 Long Daily Net Return EUR (in short INTESA SANPAOLO X2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BM13	Intesa Sanpaolo S.p.A. Leva 2 Short Daily Gross Return EUR (in short INTESA SANPAOLO X -2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BM21	Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR (in short TELECOM ITALIA X2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018
DE000HV4BM39	Telecom Italia S.p.A. Leva 2 Short Daily Gross Return EUR (in short TELECOM ITALIA X -2)	Closing Price	1	0.50%	5%	8%	15/06/2018	22/06/2018

§ 2

Underlying Data

Table 2.1:

Underlying	Leverage Factor	Factor Type	Underlying Currency	ISIN	Reuters	Index Sponsor	Index Calculation Agent	Website
Assicurazioni Generali S.p.A. Leva 2 Long Daily Net Return EUR (in short GENERALI X2)	2	Long	EUR	DE000A2BNM26	.ICFG00L2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Assicurazioni Generali S.p.A. Leva 2 Short Daily Gross Return EUR (in short GENERALI X -2)	-2	Short	EUR	DE000A2BNM34	.ICFG00S2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Enel S.p.A. Leva 2 Long Daily Net Return EUR (in short ENEL X2)	2	Long	EUR	DE000A2BNM67	.ICFENEL2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Enel S.p.A. Leva 2 Short Daily Gross Return EUR (in short ENEL X -2)	-2	Short	EUR	DE000A2BNM75	.ICFENES2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
ENI S.p.A. Leva 2 Long Daily Net Return EUR (in short ENI X2)	2	Long	EUR	DE000A2BNM42	.ICFENIL2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
ENI S.p.A. Leva 2 Short Daily Gross Return EUR (in short ENI X -2)	-2	Short	EUR	DE000A2BNM59	.ICFENIS2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR (in short FIAT-FCA X2)	2	Long	EUR	DE000A2BNM00	.ICFFCAL2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Fiat Chrysler Automobiles N.V. Leva 2 Short Daily Gross Return EUR (in short FIAT-FCA X -2)	-2	Short	EUR	DE000A2BNM18	.ICFFCAS2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Intesa Sanpaolo S.p.A. Leva 2 Long Daily Net Return EUR (in short INTESA SANPAOLO X2)	2	Long	EUR	DE000A2BNNA8	.ICFISPL2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Intesa Sanpaolo S.p.A. Leva 2 Short Daily Gross Return EUR (in short INTESA SANPAOLO X -2)	-2	Short	EUR	DE000A2BNNB6	.ICFISPS2	ICF Bank AG	ICF Bank AG	www.icf-markets.de

Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR (in short TEL- ECOM ITALIA X2)	2	Long	EUR	DE000A2BNM83	.ICFTITL2	ICF Bank AG	ICF Bank AG	www.icf-markets.de
Telecom Italia S.p.A. Leva 2 Short Daily Gross Return EUR (in short TELECOM ITALIA X -2)	-2	Short	EUR	DE000A2BNM91	.ICFTITS2	ICF Bank AG	ICF Bank AG	www.icf-markets.de

For further information about the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table.

PART C – SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

§ 1

Definitions

"**Adjustment Date**" means each calendar day following the First Trade Date.

"**Adjustment Event**" means each of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") is open for business.

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"**Calculation Date**" means each day on which the Reference Price is published by the Index Sponsor or the Index Calculation Agent, as the case may be.

"**Call Date**" means the Call Date as defined in § 5 (2) of the Special Conditions.

"**Call Event**" means Index Call Event or Gap Risk Fee Excess Call Event.

"**Change in Law**" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§ 315 BGB) of the Issuer

the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer,

if such changes become effective on or after the First Trade Date.

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the securities that form the basis of the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).

"**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.

"Clearing System" means Monte Titoli S.p.A., Piazza Affari 6, 20123 Milan, Italy.

"Determining Futures Exchange" means the options and/or futures exchange, on which respective derivatives of the Underlying or – if derivatives on the Underlying are not traded – its components (the **"Derivatives"**) are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying or to its components at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another options and/or futures exchange as the determining futures exchange (the **"Substitute Futures Exchange"**). In the event of such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

"Expiry Date (Data di Scadenza)" means the Expiry Date as specified in § 1 of the Product and Underlying Data.

"Factor Type" means the Factor Type as specified in § 2 of the Product and Underlying Data.

"First Call Date" means the First Call Date as specified in § 1 of the Product and Underlying Data.

"First Redemption Date" means the First Redemption Date as specified in § 1 of the Product and Underlying Data.

"First Trade Date" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

"Gap Risk Fee" means the Gap Risk Fee as specified in § 1 of the Product and Underlying Data.

The Gap Risk Fee reflects the costs of providing against sudden price changes of the Underlying. The Calculation Agent will, in the case of not only immaterial changes in the probability of sudden price changes of the Underlying (such as changes in the Underlying, changes in overall market volatility), adjust the Gap Risk Fee to such changed market conditions. The extent of the adjustment is determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) based on the extent of the changes in the relevant market conditions. The methodology used to determine the Gap Risk Fee at the First Trade Date may not be subsequently changed to the detriment of the Security Holders. The Gap Risk Fee shall not exceed the Maximum Gap Risk Fee (including). The Issuer will provide notice of such adjustment pursuant to § 6 of the General Conditions.

"Gap Risk Fee Excess Call Event" means a situation where the adjustment of the Gap Risk Fee to changed market conditions would, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, lead to a Gap Risk Fee lying above the Maximum Gap Risk Fee.

"Gap Risk Fee (t)" means the Gap Risk Fee applicable on the relevant calendar day (t).

"Index Calculation Agent" means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

"Index Call Event" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying is available;
- (b) a Change in Law occurs;
- (c) the Underlying is no longer calculated or published in the Underlying Currency;
- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available.

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.

"Issue Date" means the Issue Date as specified in § 1 of the Product and Underlying Data.

"Leverage Factor" means the Leverage Factor as specified in § 2 of the Product and Underlying

Data.

"Management Fee" means the Management Fee as specified in § 1 of the Product and Underlying Data.

The Calculation Agent may reduce but not increase the Management Fee at any time during the term of the Securities. Such reduction shall be notified pursuant to § 6 of the General Conditions.

"Management Fee (t)" means the Management Fee applicable on the relevant calendar day (t).

"Market Disruption Event" means each of the following events:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.

"Maturity Date" means the Maturity Date as specified in § 1 of the Product and Underlying Data.

"Maximum Gap Risk Fee" means the Maximum Gap Risk Fee as specified in § 1 of the Product and Underlying Data.

"Observation Date" means the fifth Banking Day prior to each Redemption Date and each Call Date and the Maturity Date. If such day is not a Calculation Date, the immediately following day, which is a Calculation Date, shall be the respective Observation Date. The respective Redemption Date or the respective Call Date or the Maturity Date will be postponed accordingly. Interest shall not be payable due to such postponement.

"Principal Paying Agent" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

"Ratio" means the Ratio (initial) on the First Trade Date. On each Adjustment Date following the First Trade Date the Ratio shall be adjusted as follows:

Ratio = Ratio (t-1) x Ratio Adjustment Factor.

The Issuer will publish the Ratio after its determination on the Website of the Issuer with the respective product information.

"Ratio Adjustment Factor" means the Ratio Adjustment Factor calculated according to the following formula: $100\% - ((\text{Gap Risk Fee (t)} + \text{Management Fee (t)}) / 365,25)$.

"Ratio (initial)" means the Ratio (initial) as specified in § 1 of the Product and Underlying Data.

"Ratio (t-1)" means the Ratio on each calendar day immediately preceding the relevant Adjustment Date. On the first Adjustment Date the Ratio (t-1) is the Ratio (initial).

"Redemption Amount" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"Redemption Date" means the Redemption Date as defined in § 5 (1) of the Special Conditions.

"Redemption Right" means the Redemption Right as defined in § 5 (1) of the Special Conditions.

"Reference Price" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

"Reference Underlying" means the Reference Underlying as specified in § 2 of the Product and Underlying Data.

"Regular Call Right" means the Regular Call Right as defined in § 5 (2) of the Special Conditions.

"Relevant Exchange" means the exchange, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity.

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the components of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the **"Substitute Exchange"**). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.

"Relevant Reference Price" means the Reference Price on the respective Observation Date.

"Security Holder" means the holder of a Security.

"Settlement Cycle" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in the securities that form the basis of the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.

"Specified Currency" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"Terms and Conditions" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"Underlying" means the Underlying as specified in § 1 of the Product and Underlying Data. The Underlying is specified by the Index Sponsor and is calculated by the Index Calculation Agent.

"Underlying Currency" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"Website for Notices" means the Website for Notices as specified in § 1 of the Product and Underlying Data.

"Website of the Issuer" means the Website of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest

Interest: The Securities do not bear interest.

§ 3

Redemption

- (1) *Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the respective Redemption Date or the respective Call Date or the Maturity Date pursuant to the provisions of § 6 of the Special Conditions.

§ 4

Redemption Amount

Redemption Amount: With respect to any Redemption Date, Call Date or the Maturity Date, as the case may be, and the corresponding Observation Date, the Redemption Amount equals an amount in the Specified Currency, calculated or specified by the Calculation Agent as follows:

Redemption Amount = max(Relevant Reference Price; 0) x Ratio

For the calculation of the Redemption Amount one index point corresponds to one unit of the Underlying Currency (e.g. EUR 1.00 for Euro or USD 1.00 for US-Dollar).

The method of calculation or, respectively, specification of the Redemption Amount is subject to adjustments and market disruptions pursuant to § 7 and § 8 of the Special Conditions.

§ 5

Redemption Right of the Security Holders, Issuer's Regular Call Right, Issuer's Extraordinary Call Right

- (1) *Redemption Right of the Security Holders:* Each Security Holder may demand redemption of the Securities pursuant to the provisions of § 4 (1) of the Special Conditions against delivery of the Securities to the account of the Principal Paying Agent No. 60547 with the Clearing System to the Issuer's order (the "**Redemption Right**") at each Banking Day starting on the First Redemption Date until the Maturity Date (excluding) (each such date a "**Redemption Date**").

The exercise of the Redemption Right shall be declared by the Security Holder by transmission of a duly completed form (the "**Redemption Notice**"), available at the offices of the Issuer during normal business hours, to the Issuer at least 15 Banking Days prior to the designated Redemption Date.

The Redemption Notice shall include in particular:

- (a) the name and the address of the Security Holder, with sufficiently conclusive proof of ownership to the Principal Paying Agent that such Security Holder at the time of such notice is a holder of the respective Securities;
- (b) the security identification number and the number of Securities in relation to which the Redemption Right shall be exercised;
- (c) the cash account held by a bank to which the Redemption Amount is to be transferred.

If the number of Securities stated in the Redemption Notice deviates from the number of Securities transferred to the Principal Paying Agent, the Redemption Notice shall be deemed to have been submitted for the number of Securities corresponding to the smaller of the two numbers. Any remaining Securities are transferred back to the Security Holder at the latter's expense and risk.

No Redemption Right so exercised may be revoked or withdrawn.

- (2) *Issuer's Regular Call Right:* The Issuer may at each Banking Day starting on the First Call Date until the Maturity Date (excluding) (each such date a "**Call Date**") call the Securities completely but not partially (the "**Regular Call Right**") and redeem them pursuant to § 4 (1) of the Special Conditions.

The Issuer shall give notice of such call at least 15 Banking Days prior to the relevant Call Date pursuant to § 6 of the General Conditions. Such notice shall be irrevocable and shall specify the relevant Call Date.

The Redemption Right of the Security Holders remains unaffected until the last Redemption Date immediately preceding the Call Date.

- (3) *Issuer's extraordinary call right:* Upon the occurrence of a Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. Such call shall become effective at the time indicated in the notice. The application of §§ 313, 314 BGB remains reserved.

The "**Cancellation Amount**" shall be the fair market value of the Securities as of the first Banking Day before the extraordinary call becomes effective, determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).

The Cancellation Amount will be paid within five Banking Days following the date as of which the extraordinary call becomes effective, or at the date specified in the above mentioned notice, as the case may be, pursuant to the provisions of § 6 of the Special Conditions.

§ 6

Payments

- (1) *Rounding*: The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.
- (2) *Business day convention*: If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge*: All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such a payment.
- (4) *Interest of default*: If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

§ 7

Market Disruptions

- (1) *Postponement*: Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.

Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.
- (2) *Discretionary valuation*: Should the Market Disruption Event continue for more than 8 consecutive Banking Days the Calculation Agent shall determine in its reasonable discretion (§ 315 BGB) the respective Reference Price required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such Reference Price shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Munich time) on this 9th Banking Day, taking into account the economic position of the Security Holders.

If within these 8 Banking Days traded Derivatives of the Underlying expire and are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange for the there traded Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. In that case, the expiration date for those Derivatives is the respective Observation Date.

§ 8

Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification

- (1) *Index Concept*: The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Underlying with its

provisions currently applicable, as developed and maintained by the Index Sponsor, as well as the respective method of calculation, determination, and publication of the price of the Underlying (the "**Index Concept**") applied by the Index Sponsor. This shall also apply if during the term of the Securities changes are made or occur in respect of the Index Concept, or if other measures are taken, which have an impact on the Index Concept, unless otherwise provided in the below provisions.

- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Calculation Agent shall in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities (in particular the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Underlying:* In cases of an Index Replacement Event or a License Termination Event, the adjustment pursuant to paragraph (2) is usually made by the Calculation Agent in its reasonable discretion (§ 315 BGB) determining, which index should be used in the future as Underlying (the "**Replacement Underlying**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made as well as the time of its first application will be published in accordance with § 6 of the General Conditions. From the first application of the Replacement Underlying on, any reference to the replaced Underlying in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Underlying.
- (4) *New Index Sponsor and New Index Calculation Agent:* If the Underlying is no longer determined by the Index Sponsor but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as determined by the New Index Sponsor. In this case, any reference to the replaced Index Sponsor in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. If the Underlying is no longer calculated by the Index Calculation Agent but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as calculated by the New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent.
- (5) *Replacement Specification:* If a price of the Underlying published by the Index Sponsor or the Index Calculation Agent, as the case may be, pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Index Sponsor or the Index Calculation Agent, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").
- (6) The application of §§ 313, 314 BGB remains reserved.

SUMMARY

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

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

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

A. INTRODUCTION AND WARNINGS

A.1	Warning	<p>This Summary should be read as an introduction to the Base Prospectus.</p> <p>The investor should base any decision to invest in the Securities on consideration of the Base Prospectus as a whole.</p> <p>Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>UniCredit Bank AG ("UniCredit Bank", the "Issuer" or "HVB"), Arabellastraße 12, 81925 Munich, which in its capacity as Issuer assumes liability for the Summary including any translation thereof, as well as any person which has tabled it, may be held liable, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or it does not provide, when read together with the other parts of the Base Prospectus, all necessary key information.</p>
A.2	Consent to the use of the base prospectus	Subject to the following paragraphs, the Issuer gives its consent to the use of the Base Prospectus during the Offer Period for subsequent resale or final placement of the Securities by financial intermediaries.
	Indication of the offer period	Resale or final placement of the Securities by financial intermediaries can be made and consent to use the Base Prospectus is given during the period of the validity of the Base Prospectus.
	Other conditions attached to the consent	The Issuer's consent to the use of the Base Prospectus is subject to the condition that each financial intermediary complies with the applicable selling restrictions as well as the terms and conditions of the offer.
	Provision of terms and conditions of the offer by financial intermediary	Information on the terms and conditions of the offer by any financial intermediary is to be provided at the time of the offer by the financial intermediary.

B. ISSUER

B.1	Legal and commercial name	UniCredit Bank AG (together with its consolidated subsidiaries, the " HVB Group ") is the legal name. HypoVereinsbank is the commercial name.
B.2	Domicile / Legal form / Legislation / Country of	UniCredit Bank has its registered office at Arabellastraße 12, 81925 Munich, was incorporated in Germany and is registered with the Commercial Register at the Local Court (<i>Amtsgericht</i>) in Munich under number HRB 42148, incorporated as a stock corporation under the laws of the Federal Republic of Germa-

	incorporation	ny.																																																
B.4b	Known trends affecting the issuer and the industries in which it operates	The performance of HVB Group will depend on the future development on the financial markets and the real economy in 2016 as well as other remaining imponderables. In this environment, HVB Group will continuously adapt its business strategy to reflect changes in market conditions and carefully review the management signals derived therefrom on a regular basis.																																																
B.5	Description of the group and the issuer's position within the group	UniCredit Bank is the parent company of HVB Group. HVB Group holds directly and indirectly equity participations in various companies. UniCredit Bank has been an affiliated company of UniCredit S.p.A., Rome (" UniCredit S.p.A. ", and together with its consolidated subsidiaries, " UniCredit ") since November 2005 and hence a major part of UniCredit from that date as a sub-group. UniCredit S.p.A. holds directly 100% of UniCredit Bank's share capital.																																																
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.																																																
B.10	Nature of any qualifications in the audit report on historical financial information	Not applicable; Deloitte & Touche GmbH, Wirtschaftsprüfungsgesellschaft, the independent auditor (<i>Wirtschaftsprüfer</i>) of UniCredit Bank, has audited the consolidated financial statements (<i>Konzernabschluss</i>) of HVB Group for the financial year ended 31 December 2014 and for the financial year ended 31 December 2015 and the unconsolidated financial statement (<i>Einzelabschluss</i>) of UniCredit Bank for the financial year ended 31 December 2015 and has in each case issued an unqualified audit opinion thereon.																																																
B.12	Selected historical key financial information	<p>Consolidated Financial Highlights as of 31 December 2015*</p> <table border="1"> <thead> <tr> <th>Key performance indicators</th> <th>1/1/2015 – 31/12/2015</th> <th>1/1/2014 – 31/12/2014¹⁾</th> </tr> </thead> <tbody> <tr> <td>Net operating profit</td> <td>€983m</td> <td>€892m</td> </tr> <tr> <td>Profit before tax</td> <td>€776m</td> <td>€1,083m</td> </tr> <tr> <td>Consolidated profit</td> <td>€750m</td> <td>€785m</td> </tr> <tr> <td>Earnings per share</td> <td>€0.93</td> <td>€0.96</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <th>Balance sheet figures</th> <th>31/12/2015</th> <th>31/12/2014</th> </tr> <tr> <td>Total assets</td> <td>€298,745m</td> <td>€300,342m</td> </tr> <tr> <td>Shareholders' equity</td> <td>€20,766m</td> <td>€20,597m</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <th>Key capital ratios</th> <th>31/12/2015</th> <th>31/12/2014</th> </tr> <tr> <td>Common Equity Tier 1 capital</td> <td>€19,564m</td> <td>€18,993m</td> </tr> <tr> <td>Core capital (Tier 1 capital)</td> <td>€19,564m</td> <td>€18,993m</td> </tr> <tr> <td>Risk-weighted assets (including equivalents for market risk and operational risk)</td> <td>€78,057m</td> <td>€85,768m</td> </tr> <tr> <td>Common Equity Tier 1 capital ratio²⁾</td> <td>25.1%</td> <td>22.1%</td> </tr> <tr> <td>Core capital ratio (Tier 1 ratio)²⁾</td> <td>25.1%</td> <td>22.1%</td> </tr> </tbody> </table>	Key performance indicators	1/1/2015 – 31/12/2015	1/1/2014 – 31/12/2014 ¹⁾	Net operating profit	€983m	€892m	Profit before tax	€776m	€1,083m	Consolidated profit	€750m	€785m	Earnings per share	€0.93	€0.96				Balance sheet figures	31/12/2015	31/12/2014	Total assets	€298,745m	€300,342m	Shareholders' equity	€20,766m	€20,597m				Key capital ratios	31/12/2015	31/12/2014	Common Equity Tier 1 capital	€19,564m	€18,993m	Core capital (Tier 1 capital)	€19,564m	€18,993m	Risk-weighted assets (including equivalents for market risk and operational risk)	€78,057m	€85,768m	Common Equity Tier 1 capital ratio ²⁾	25.1%	22.1%	Core capital ratio (Tier 1 ratio) ²⁾	25.1%	22.1%
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* Figures shown in this table are audited and taken from the consolidated financial statements of HVB Group for the financial year ended 31 December 2015.

¹⁾ Without discontinued operations

²⁾ Calculated on the basis of risk-weighted assets, including equivalents for market risk and operational risk.

Consolidated Financial Highlights as of 31 March 2016*

Key performance indicators	1/1/2016 – 31/3/2016	1/1/2015 – 31/3/2015
Net operating profit	€215m	€182m
Profit before tax	€210m	€197m
Consolidated profit	€138m	€131m
Earnings per share (full HVB Group)	€0.17	€0.16
Balance sheet figures	31/3/2016	31/12/2015
Total assets	€313,878m	€298,745m
Shareholders' equity	€20,898m	€20,766m
Key capital ratios	31/3/2016	31/12/2015
Common Equity Tier 1 capital	€19,456m	€19,564m
Core capital (Tier 1 capital)	€19,456m	€19,564m
Risk-weighted assets (including equivalents for market risk and operational risk)	€82,946m	€78,057m
Common Equity Tier 1 capital ratio ¹⁾	23.5%	25.1%

* Figures shown in this table are unaudited and taken from the Issuer's consolidated interim report as of 31 March 2016.

¹⁾ Calculated on the basis of risk-weighted assets, including equivalents for market risk and operational risk.

Statement with regard to no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change

There has been no material adverse change in the prospects of HVB Group since 31 December 2015, the date of its last published audited financial statements.

Description of significant

There has been no significant change in the financial position of HVB Group which has occurred since 31 March 2016.

	change in the financial position subsequent to the period covered by the historical financial information	
B.13	Recent events	Not applicable. There are no recent events particular to UniCredit Bank which are to a material extent relevant to the evaluation of its solvency.
B.14	B.5 plus statement of dependency upon other entities within the group	See B.5 Not applicable. UniCredit Bank is not dependent on any entity within HVB Group.
B.15	Principal activities	<p>UniCredit Bank offers a comprehensive range of banking and financial products and services to private, corporate and public sector customers, international companies and institutional customers.</p> <p>This range extends from mortgage loans, consumer loans, savings-and-loan and insurance products, and banking services for private customers through to business loans and foreign trade financing and investment banking products for corporate customers.</p> <p>In the private banking and wealth management customer segments, UniCredit Bank offers comprehensive financial and asset planning with needs-based advisory services by generalists and specialists.</p> <p>HVB Group continues to be the centre of competence for the international markets and investment banking operations for the entire UniCredit. In addition, the Corporate & Investment Banking business segment acts as a product factory for customers in the Commercial Banking business segment</p>
B.16	Direct or indirect ownership or control	UniCredit S.p.A. holds directly 100% of UniCredit Bank's share capital.

C. SECURITIES

C.1	Type and class of the securities	<p>Closed End Leverage Securities</p> <p>The Securities will be issued as non-par value Certificates.</p> <p>"Certificates" are debt instruments in bearer form (<i>Inhaberschuldverschreibungen</i>) pursuant to Section 793 of the German Civil Code (<i>Bürgerliches Gesetzbuch, BGB</i>).</p> <p>The Securities are represented by a permanent global note without interest coupons.</p> <p>The holders of the Securities (the "Security Holders") are not entitled to receive definitive Securities. The ISIN is specified in the table in the Annex to this summary.</p>
C.2	Currency of the securities issue	The Securities are issued in Euro (" EUR ") (the "Specified Currency").

C.5	Restrictions of any free transferability of the securities	Not applicable. The Securities are freely transferable.
C.8	Rights attached to the securities, including ranking and limitations to those rights	<p>Governing law of the Securities</p> <p>The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany.</p> <p>Rights attached to the Securities</p> <p>The Securities have a fixed term.</p> <p>The Securities do not bear interest.</p> <p>A Security Holder is entitled to the payment of the Redemption Amount (as defined in C.15) either (i) upon exercise of its Redemption Right (as defined in the Final Terms) on the respective Redemption Date (as defined in C.16) or (ii) upon exercise of the Issuer's Regular Call Right (as defined in the Final Terms) on the respective Call Date (as defined in C.16) or (iii) if none of these rights have been exercised on the Maturity Date (as defined in C.16).</p> <p>Limitation of the rights</p> <p>Upon the occurrence of one or more Adjustment Events (as specified in the Final Terms) the Calculation Agent will in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of the Securities, pursuant to the Final Terms, in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible.</p> <p>Upon the occurrence of one or more Call Events (the "Call Events") (as specified in the Final Terms) the Issuer may call the Securities extraordinarily pursuant to the Final Terms and redeem the Securities at their Cancellation Amount. The "Cancellation Amount" is the fair market value of the Securities, determined on the day specified in the relevant Final Terms by the Calculation Agent in its reasonable discretion (§ 315 BGB).</p> <p>Status of the Securities</p> <p>The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, <i>pari passu</i> with all other unsecured unsubordinated present and future obligations of the Issuer.</p>
C.11	Admission to trading	<p>Application has been made for the Securities to be admitted to trading with effect from 06/09/2016 on the following regulated or other equivalent markets:</p> <ul style="list-style-type: none"> • Borsa Italiana S.p.A. – SeDeX market <p>The UniCredit Bank AG (also the "Market Maker") undertakes to provide liquidity through bid and offer quotes in accordance with the market making rules of Borsa Italiana S.p.A., where the Securities are expected to be listed. The obligations of the Market Maker are regulated by the rules of the markets organized and managed by Borsa Italiana S.p.A., and the relevant instructions to such rules.</p>
C.15	Effect of the	The value of the Securities during the term of the Securities depends decisively

	underlying on the value of the securities	<p>ly on the value of the Underlying (as defined in C.20). If the value of the Underlying rises, the value of the Securities regularly rises. If the value of the Underlying falls, the value of the Securities regularly falls. The Underlying is a leverage index i.e. an index linked to the performance of a Reference Underlying (as specified in the Final Terms) disproportionately based on a (constant) Leverage Factor (as specified in the Final Terms). The Security holders in turn participate disproportionately in the positive or negative performance of the Reference Underlying.</p> <p>The redemption upon the Security Holder's Redemption Right on the respective Redemption Date or upon exercise of the Issuer's Regular Call Right on the respective Call Date or, if none of these rights have been exercised, on the Maturity Date depends on the Relevant Reference Price (as defined in C.19).</p> <p><i>Redemption</i></p> <p>The Redemption Amount is an amount in the Specified Currency which corresponds to the Relevant Reference Price multiplied by the Ratio. The Ratio is on the First Trade Date the Ratio (initial) (as specified in the Final Terms). On each Adjustment Date (as specified in the Final Terms) following the First Trade Date the Ratio shall be adjusted by applying the Ratio Adjustment Factor (as specified in the Final Terms).</p> <p>The Redemption Amount may in no case be lower than zero.</p>
C.16	The expiration or maturity date of the derivative securities – the exercise date or final reference date	<p>The "Maturity Date", the "First Redemption Date", the "First Call Date" are specified in the table in the Annex to this summary.</p> <p>"Observation Date" means the fifth Banking Day prior to each Redemption Date and each Call Date and the Maturity Date respectively.</p> <p>"Call Date" means each Banking Day, starting on the First Call Date (as specified in the table in the Annex to this summary).</p> <p>"Redemption Date" means each Banking Day, starting on the First Redemption Date (as specified in the table in the Annex to this summary).</p>
C.17	Settlement procedure of the securities	<p>All payments shall be made to UniCredit Bank AG (the "Principal Paying Agent"). The Principal Paying Agent shall pay the amounts due to the Clearing System for credit to the respective accounts of the depository banks for transfer to the Security Holders.</p> <p>The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.</p> <p>"Clearing System" means Monte Titoli S.p.A.</p>
C.18	Description of how any return on derivative securities takes place	<p>Payment of the Redemption Amount on the Redemption Date in relation to which a Security Holder exercises its Redemption Right or at the Call Date in relation to which the Issuer exercises its Regular Call Right or on the Maturity Date as the case may be.</p>
C.19	Exercise price or final reference price of the underlying	<p>"Relevant Reference Price" means the Reference Price (as defined in the table in the Annex to this summary) on the respective Observation Date immediately preceding the respective Redemption Date or the respective Call Date or Maturity Date, as the case may be.</p>
C.20	Type of the underlying and	<p>The index which forms the Underlying is specified in the table in the Annex to this summary. For further information about the past and the future perfor-</p>

	description where information on the underlying can be found	mance of the Underlying and its volatility, please refer to the Website, as specified in the table in the Annex to this summary.
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D. RISKS

D.2	Key information on the key risks that are specific to the Issuer	<p><i>Potential investors should be aware that in the case of the occurrence of one of the below mentioned risk factors the securities may decline in value and that they may sustain a total loss of their investment.</i></p> <ul style="list-style-type: none"> • Macroeconomic Risk Risks from a deterioration in the macroeconomic development and/or the financial markets and from geopolitical uncertainties • Systemic Risk Risks from disruptions or the functional collapse of the financial system or parts of it • Credit Risk (i) Risks from changes in the credit rating of a contracting party (borrower, counterparty, issuer or country); (ii) Risks from a deterioration of the overall economic situation and negative effects on the demand for credit and the solvency of the borrowers of HVB Group; (iii) Risks from a decrease in value of credit collateral; (iv) Risks from derivative/trading business; (v) Risks from intra-Group credit exposures; (vi) Risks from exposures to sovereigns / public sector • Market Risk (i) Risk for trading and banking books from a deterioration in market conditions; (ii) Interest rate and foreign currency risk • Liquidity Risk (i) Risk that the bank will not be able to meet its payment obligations in full or on time; (ii) Risks from the procurement of liquidity; (iii) Risks from intra-Group liquidity transfers; (iv) Market liquidity risk • Operational Risk (i) Risk of losses resulting from flawed internal processes or systems, human error or external events; (ii) IT risks; (iii) Risks from fraud; (iv) Legal and tax risks; (v) Compliance risk • Business Risk Risks of losses arising from unexpected negative changes in the business volume and/or margins • Real estate Risk Risk of losses resulting from changes in the fair value of the real estate portfolio of HVB Group • Financial investment risk Risk of decreases in the value of the investment portfolio of the HVB Group • Reputational Risk Risk of a negative profit and loss effect caused by adverse reactions by stakeholders due to a changed perception of the bank • Strategic Risk (i) Risk that results from management being slow to recognize important developments in the banking sector or drawing false conclusions about these trends; (ii) Risks arising from the strategic orientation of HVB Group's business
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		<p>model; (iii) Risks arising from the consolidation of the banking market; (iv) Risks arising from changing competitive conditions in the German financial sector; (v) Risks arising from a change in HVB's rating</p> <ul style="list-style-type: none"> • Regulatory Risks <p>(i) Risks arising from changes to the regulatory and statutory environment of HVB Group; (ii) Risks in connection with potential resolution measures or a reorganisation proceeding</p> <ul style="list-style-type: none"> • Pension risk <p>Risk that the pension provider will have to provide additional capital to service the vested pension commitments</p> <ul style="list-style-type: none"> • Risks arising from outsourcing activities <p>Cross-risk-type, which affects the following risk types in particular: operational risk, reputational risk, strategic risk, business risk, credit, market and liquidity risk</p> <ul style="list-style-type: none"> • Risks from concentrations of risk and earnings <p>Risks from concentrations of risk and earnings indicate increased potential losses and represent a business-strategy risk for the Bank</p> <ul style="list-style-type: none"> • Risks from the stress testing measures imposed on HVB Group <p>The business performance of HVB Group could be negatively affected in case of a poor stress test performance by HVB, HVB Group, UniCredit S.p.A. or one of the financial institutions with which they do business</p> <ul style="list-style-type: none"> • Risks from inadequate risk measurement models <p>It is possible that the internal models of HVB and HVB Group could be rated as inadequate following investigations or verification through the regulatory authorities, or that they could underestimate existing risks</p> <ul style="list-style-type: none"> • Unidentified/unexpected risks <p>HVB and HVB Group could incur greater losses than those calculated with the current risk management methods or losses previously left out of its calculations entirely</p>
D.6	Key information on the key risks that are specific to the securities	<p>In the opinion of the Issuer, the key risks described below may, with regard to the Security Holder, adversely affect the value of the Securities and/or the amounts to be distributed (including the delivery of any quantity of Underlyings or its components to be delivered) under the Securities and/or the ability of Security Holders to sell the Securities at a reasonable price prior to the maturity date of the Securities.</p> <ul style="list-style-type: none"> • Potential conflicts of interest <p>The risk of conflicts of interest (as described in E.4) is related to the possibility that the Issuer, distributors or any of their affiliates, in relation to certain functions or transactions, may pursue interests which may be adverse to or do not regard the interests of the Security Holders.</p> <ul style="list-style-type: none"> • Key risks related to the Securities <p><i>Key risks related to the market</i></p> <p>Under certain circumstances a Security Holder may not be able to sell his Securities at all or at an adequate price prior to their redemption.</p> <p>The market value of the Securities will be affected by the creditworthiness of the Issuer and a number of other factors (e.g., exchange rates, prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability of the Securities and Underlying-related factors) and may be substantially lower than the Nominal Amount or the Purchase Price.</p> <p>Security Holders may not rely on being able to sufficiently hedge against price</p>

	<p>risks arising from the Securities at any time.</p> <p>Key risks related to the Securities in general</p> <p>The Issuer may possibly fail to perform its obligations under the Securities in whole or in part, e.g., in case of an insolvency of the Issuer or due to governmental or regulatory interventions. Such risk is not protected by a deposit protection scheme or any similar compensation scheme.</p> <p>An investment into the Securities may be illegal or unfavourable for a potential investor or not suitable, with regard to his knowledge or experience and his financial needs, goals and situation. The real rate of return of an investment into the Securities may be reduced or may be zero or even negative (e.g., due to incidental costs in connection with the purchase, holding and disposal of the Securities, future money depreciation (inflation) or tax effects). The redemption amount may be less than the Issue Price or the respective purchase price and, under certain circumstances, no interest or ongoing payments will be made.</p> <p>The proceeds from the Securities may possibly not be sufficient to make interest or principal payments arising from a financing purchase of the Securities and require additional capital.</p> <p>Risks related to Underlying-linked Securities</p> <p><i>Risks arising from the influence of the Underlying or its Components on the market value of the Securities</i></p> <p>The market value of the Securities and the amounts payable under the Securities significantly depend on the price of the Underlying or its Components. It is not possible to predict the price development of the Underlying or its Components in the future. Additionally, the market value of the Securities will be affected by a number of Underlying-related factors.</p> <p><i>Risks arising from the fact that the observation of the Underlying or its Components occurs only at specified dates or times or periods</i></p> <p>Due to the fact that the observation of the Underlying or its Components may occur only at specified dates, times or periods, amounts payable under the Securities may be considerably lower than the price of the Underlying or its Components may have suggested.</p> <p><i>Risks related to conditional payments: Impact of threshold or limits</i></p> <p>The payment and/or the extent of such amounts depend on the performance of the Underlying or its Components.</p> <p>Certain amounts only may be payable if certain thresholds or limits have been reached or if certain events have occurred.</p> <p><i>Risks relating to the deduction of fees</i></p> <p>The respective fee may have a material influence on the Redemption Amount and may reduce it to zero even in the case of a favourable performance of the Underlying or its Components.</p> <p>Security Holders must be aware that there might be a subsequent rise of the respective fees up to the maximum amount (as defined in the Final Terms).</p> <p>When calculating the Redemption Amount, the deduction of fees can lead to a disproportional participation in the unfavourable performance of the Underlying or its Components.</p> <p><i>Risks related to a Ratio</i></p> <p>A ratio may result in the Security being in economic terms similar to a direct investment in the relevant Underlying or its components, but being nonetheless not fully comparable with such a direct investment.</p> <p>A ratio can lead to the Security Holder to participate either to a lesser extent in a favourable performance or to a greater extent in a unfavourable performance of the Underlying or its Components.</p>
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	<p><i>Reinvestment Risk</i></p> <p>Security Holders may only reinvest the principal received due to an early repayment of the Securities to less favourable conditions.</p> <p><i>Currency and Currency Exchange Rate risk with respect to the Underlying or its components</i></p> <p>If the Underlying or its Components are denominated in a currency other than the Specified Currency, there is a Currency Exchange Rate risk, as long as it is not excluded in the relevant Final Terms.</p> <p><i>Risks arising from an Issuer's Regular Call Right</i></p> <p>Securities that contain a regular call right of the Issuer may be redeemed by the Issuer in his sole discretion on certain call dates. If the price of the Underlying or its Components is unfavourable at the call date, the respective Security Holder may suffer a partial or total loss of their invested capital.</p> <p><i>Risks arising from the Redemption Right of the Security Holders</i></p> <p>Securities that contain a redemption right of the Security Holders may be redeemed by the Security Holders on certain call dates. If the price of the Underlying or its Components is unfavourable at the time of the exercise, the respective Security Holder may suffer a partial or total loss of their invested capital.</p> <p><i>Risks related to Adjustment Events</i></p> <p>Adjustments may have a substantial negative impact on the value and the future performance of the Securities as well as on the amounts to be distributed under the Securities. Adjustment events may also lead to an extraordinary early termination of the Securities.</p> <p><i>Risks related to Call Events</i></p> <p>Upon the occurrence of a Call Event the Issuer has the right to extraordinarily call the Securities at their market value. If the market value of the Securities at the relevant time is lower than the Issue Price or the Purchase Price, the respective Security Holder will suffer a partial or total loss of its invested capital even if the Securities provide for a conditional minimum payment.</p> <p><i>Risks related to Market Disruption Events</i></p> <p>The Calculation Agent may defer valuations and payments and make determination in its reasonable discretion. Security Holders are not entitled to demand interest due to such delayed payment.</p> <ul style="list-style-type: none"> • Key risks related to the Underlying or its components <p>General risks</p> <p><i>No rights of ownership of the Underlying or its Components</i></p> <p>The Underlying or its Components will not be held by the Issuer for the benefit of the Security Holders, and as such, Security Holders will not obtain any rights of ownership (e.g., voting rights, rights to receive dividends or other distributions or other rights) with respect to the Underlying or its Components.</p> <p>Key risks related to shares</p> <p>The performance of Share-linked Securities (i.e. Securities related to indices as Underlying and shares as index components) depends on the performance of the respective shares, which may be subject to certain factors. Dividend payments may have an adverse effect on the Security Holder.</p> <p>Key risks related to indices</p> <p>The performance of Index-linked Securities depends on the performance of the respective indices, which largely depend on the composition and the performance of their index components. The Issuer may neither have influence on the respective index nor the index concept. If the Issuer also acts as sponsor or calculation agent of the index, this may lead to conflicts of interest. In</p>
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		<p>general, an index sponsor does not assume liability. Generally, an index may at any time be altered, terminated or replaced by any successor index. Security Holders may not or only partly participate in dividends or other distributions in relation to the index components. If the index entails a leverage factor, investors bear an enhanced risk of losses. Indices may include fees which negatively affect their performance.</p> <p>The Securities are not capital protected. Investors may lose the value of their entire investment or part of it.</p>
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E. OFFER

E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	Not applicable; the net proceeds from each issue of Securities will be used by the Issuer for its general corporate purposes. i.e. making profit and/or hedging certain risks.
E.3	Description of the terms and conditions of the offer	<p>Day of the first public offer: 05/09/2016</p> <p>A public offer will be made in Italy.</p> <p>The smallest transferable unit is 1 Security.</p> <p>The smallest tradable unit is 1 Security.</p> <p>The Securities will be offered to qualified investors, retail investors and/or institutional investors.</p> <p>As of the day of the first public offer the Securities described in the Final Terms will be offered on a continuous basis.</p> <p>The continuous offer will be made on current ask prices provided by the Issuer.</p> <p>The public offer may be terminated by the Issuer at any time without giving any reason.</p> <p>Application to listing has been made as of 06/09/2016 on the following markets:</p> <ul style="list-style-type: none"> ● Borsa Italiana S.p.A. – SeDeX market
E.4	Any interest that is material to the issue/offer including conflicting interest	<p>Any distributors and/or its affiliates may be customers of, and borrowers from the Issuer and its affiliates. In addition, any of such distributors and their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.</p> <p>With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on the Borsa Italiana S.p.A. – SeDeX market; The Issuer is also the arranger and the Calculation Agent of the Securities.</p> <p>Besides, conflicts of interest in relation to the Issuer or the persons entrusted with the offer may arise for the following reasons:</p> <ul style="list-style-type: none"> ● The Issuer specifies the Issue Price. ● The Issuer and one of its affiliates act as Market Maker of the Securities (however, no such obligation exists). ● Distributors may receive inducements from the Issuer. ● The Issuer, any Distributor and any of their affiliates act as Calculation Agent or Paying Agent in relation to the Securities. ● From time to time, the Issuer, any Distributor and any of its affiliates may be involved in transactions on their own account or on the account of their clients, which affect the liquidity or the price of the Underlying or its components.

		<ul style="list-style-type: none"> • The Issuer, any Distributor and its affiliates may issue securities in relation to the Underlying or its components on which already other securities have been issued. • The Issuer, any Distributor and any of its affiliates may possess or obtain material information about the Underlying or its components (including publicly not accessible information) in connection with its business activities or otherwise. • The Issuer, any Distributor and any of their affiliates may engage in business activities with the issuer of the Underlying or its components, its affiliates, competitors or guarantors. • The Issuer, any Distributor and any of their affiliates may also act as a member of a syndicate of banks, as financial advisor or as bank of a sponsor or issuer of the Underlying or its components.
E.7	Estimated expenses charged to the investor by the Issuer or the distributor	Not applicable. No such expenses will be charged to the investor by the Issuer or a distributor. However, other charges like custody fees or transaction fees might be charged.

ANNEX TO THE SUMMARY

ISIN (C.1)	Reference Price (C.19)	First Redemption Date (C.16)	Maturity Date (C.16)	First Call Date (C.16)	Underlying (C.20)	Website (C.20)
DE000HV4BMS2	Closing Price	26/09/2016	22/06/2018	06/03/2017	Assicurazioni Generali S.p.A. Leva 2 Long Daily Net Return EUR (in short GENERALI X2) (ISIN: DE000A2BNM26)	www.icf-markets.de
DE000HV4BMT0	Closing Price	26/09/2016	22/06/2018	06/03/2017	Assicurazioni Generali S.p.A. Leva 2 Short Daily Gross Return EUR (in short GENERALI X -2) (ISIN: DE000A2BNM34)	www.icf-markets.de
DE000HV4BMU8	Closing Price	26/09/2016	22/06/2018	06/03/2017	Enel S.p.A. Leva 2 Long Daily Net Return EUR (in	www.icf-markets.de

					short ENEL X2) (ISIN: DE000A2BNM67)	
DE000HV4BMV6	Closing Price	26/09/2016	22/06/2018	06/03/2017	Enel S.p.A. Leva 2 Short Daily Gross Return EUR (in short ENEL X - 2) (ISIN: DE000A2BNM75)	www.icf-markets.de
DE000HV4BMW4	Closing Price	26/09/2016	22/06/2018	06/03/2017	ENI S.p.A. Leva 2 Long Daily Net Return EUR (in short ENI X2) (ISIN: DE000A2BNM42)	www.icf-markets.de
DE000HV4BMX2	Closing Price	26/09/2016	22/06/2018	06/03/2017	ENI S.p.A. Leva 2 Short Daily Gross Return EUR (in short ENI X -2) (ISIN: DE000A2BNM59)	www.icf-markets.de
DE000HV4BMY0	Closing Price	26/09/2016	22/06/2018	06/03/2017	Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR (in short FIAT-FCA X2) (ISIN: DE000A2BNM00)	www.icf-markets.de
DE000HV4BMZ7	Closing Price	26/09/2016	22/06/2018	06/03/2017	Fiat Chrysler Automobiles N.V. Leva 2 Short Daily Gross Return EUR (in short FIAT-FCA X -2) (ISIN: DE000A2BNM18)	www.icf-markets.de
DE000HV4BM05	Closing Price	26/09/2016	22/06/2018	06/03/2017	Intesa Sanpaolo S.p.A. Leva 2	www.icf-markets.de

					Long Daily Net Return EUR (in short INTESA SANPAOLO X2) (ISIN: DE000A2BNN A8)	
DE000HV4BM13	Closing Price	26/09/2016	22/06/2018	06/03/2017	Intesa Sanpaolo S.p.A. Leva 2 Short Daily Gross Return EUR (in short INTESA SANPAOLO X - 2) (ISIN: DE000A2BNN B6)	www.icf-markets.de
DE000HV4BM21	Closing Price	26/09/2016	22/06/2018	06/03/2017	Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR (in short TELECOM ITALIA X2) (ISIN: DE000A2BNM 83)	www.icf-markets.de
DE000HV4BM39	Closing Price	26/09/2016	22/06/2018	06/03/2017	Telecom Italia S.p.A. Leva 2 Short Daily Gross Return EUR (in short TELECOM ITALIA X -2) (ISIN: DE000A2BNM 91)	www.icf-markets.de

NOTA DI SINTESI

Le Note di Sintesi sono costituite da requisiti informativi denominati "**Elementi**". Tali Elementi sono numerati nelle sezioni A – E (A.1 – E.7).

La presente Nota di Sintesi contiene tutti gli Elementi richiesti riguardo alla tipologia di strumenti finanziari e di emittente. Dal momento che alcuni Elementi non risultano rilevanti, la sequenza numerica degli Elementi potrebbe non essere completa.

Nonostante alcuni Elementi debbano essere inseriti nella presente Nota di Sintesi riguardo alla tipologia di strumento finanziario e di emittente, può accadere che non sia possibile fornire alcuna informazione utile in merito ad alcuni Elementi. In tal caso nella Nota di Sintesi sarà contenuta una breve descrizione dell'Elemento con l'indicazione 'Non applicabile'.

A. INTRODUZIONE E AVVERTENZE

A.1	Avvertenza	<p>La presente Nota di Sintesi va letta come un'introduzione al Prospetto di Base. Qualsiasi decisione di investire negli Strumenti Finanziari dovrebbe basarsi sull'esame da parte dell'investitore del Prospetto di Base completo.</p> <p>Qualora sia presentato un ricorso dinanzi all'autorità giudiziaria in merito alle informazioni contenute nel presente Prospetto di Base, l'investitore ricorrente potrebbe essere tenuto, a norma del diritto nazionale degli Stati membri, a sostenere le spese di traduzione del Prospetto di Base prima dell'inizio del procedimento.</p> <p>La responsabilità per la presente Nota di Sintesi, comprese le eventuali traduzioni della stessa, incombe su UniCredit Bank AG ("UniCredit Bank", "l'Emittente" o "HVB"), Arabellastraße 12, 81925 Monaco, quale Emittente, e su ogni altro soggetto da cui è stata redatta, ma soltanto qualora la Nota di Sintesi risulti fuorviante, imprecisa o incoerente se letta insieme alle altre parti del Prospetto di Base o non contenga, se letta insieme alle altre parti del Prospetto di Base, le informazioni fondamentali.</p>
A.2	Consenso all'utilizzo del prospetto di base	Salvo quanto previsto ai successivi paragrafi, l'Emittente acconsente all'utilizzo del Prospetto di Base, durante il Periodo di Offerta, per una rivendita successiva o collocamento finale degli Strumenti Finanziari da parte di intermediari finanziari.
	Indicazione del periodo di offerta	La rivendita o il collocamento finale degli Strumenti Finanziari da parte di intermediari finanziari sono ammessi ed è dato il consenso all'utilizzo del Prospetto di Base nel corso del periodo di validità del Prospetto di Base.
	Altre condizioni alle quali è soggetto il consenso	Il consenso dell'Emittente all'utilizzo del Prospetto di Base è subordinato alla condizione che ciascun intermediario finanziario osservi le restrizioni di vendita applicabili, nonché i termini e le condizioni dell'offerta.
	Condizioni dell'offerta effettuata da parte di un intermediario finanziario	Le informazioni relative ai termini e alle condizioni dell'offerta effettuata da parte di un intermediario finanziario sono fornite dall'intermediario finanziario stesso agli investitori al momento dell'offerta.

B. EMITTENTE

B.1	Denominazione legale e commerciale	UniCredit Bank AG (congiuntamente con le proprie controllate consolidate " Gruppo HVB ") è la denominazione legale. HypoVereinsbank è la denominazione commerciale.
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B.2	Domicilio / Forma giuridica / Legislazione in base alla quale opera / Paese di costituzione	UniCredit Bank ha la propria sede legale in Arabellastraße 12, 81925 Monaco, è stata costituita ai sensi del diritto tedesco, è iscritta presso il Registro delle imprese di Monaco (<i>Amtsgericht</i>) al numero HRB 42148, nella forma di società per azioni ai sensi delle leggi della Repubblica Federale Tedesca.																																							
B.4b	Tendenze note riguardanti l'Emittente e i settori in cui opera	L'andamento del Gruppo HVB è influenzato dal futuro sviluppo dei mercati finanziari e dell'economia reale nel 2016, nonché da ulteriori fattori imponderabili. In tale contesto, il Gruppo HVB adatterà continuamente la propria strategia di business per riflettere i cambiamenti nelle condizioni di mercato ed esaminerà attentamente su base regolare i segnali di gestione derivati da questo.																																							
B.5	Descrizione del gruppo e della posizione dell'Emittente all'interno del gruppo	UniCredit Bank è la capogruppo del Gruppo HVB. Il Gruppo HVB detiene, direttamente ed indirettamente, partecipazioni azionarie in varie società. UniCredit Bank è una controllata di UniCredit S.p.A., Roma (" UniCredit S.p.A. ", e congiuntamente alle proprie collegate e c/o controllate " UniCredit ") dal novembre 2005 ed a partire da tale data una componente rilevante di UniCredit quale sottogruppo. UniCredit S.p.A. detiene direttamente il 100% del capitale sociale di UniCredit Bank.																																							
B.9	Previsione o stima degli utili	Non applicabile; l'Emittente non esprime alcuna previsione o stima degli utili.																																							
B.10	Eventuali rilievi contenuti nella relazione di revisione relativa alle informazioni finanziarie relative agli esercizi passati	Non applicabile; Deloitte & Touche GmbH, Wirtschaftsprüfungsgesellschaft, quale revisore indipendente (<i>Wirtschaftsprüfer</i>) di UniCredit Bank, ha sottoposto a revisione i bilanci consolidati (<i>Konzernabschluss</i>) del Gruppo HVB per l'esercizio chiuso al 31 dicembre 2014 e per l'esercizio chiuso al 31 dicembre 2015 e il bilancio non consolidato (<i>Einzelabschluss</i>) di UniCredit Bank per l'esercizio chiuso al 31 dicembre 2015 ed ha emesso in entrambi i casi un parere di verifica senza riserve in merito.																																							
B.12	Principali informazioni finanziarie selezionate relative agli esercizi passati	<p>Principali Indicatori Finanziari Consolidati al 31 dicembre 2015*</p> <table border="1"> <thead> <tr> <th>Principali indicatori economici</th> <th>1/1/2015 – 31/12/2015</th> <th>1/1/2014 – 31/12/2014¹⁾</th> </tr> </thead> <tbody> <tr> <td>Margine operativo netto</td> <td>€983m</td> <td>€892m</td> </tr> <tr> <td>Utile prima delle imposte</td> <td>€776m</td> <td>€1.083m</td> </tr> <tr> <td>Utile consolidato</td> <td>€750m</td> <td>€785m</td> </tr> <tr> <td>Utile per azione</td> <td>€0,93</td> <td>€0,96</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Dati dello stato patrimoniale</td> <td>31/12/2015</td> <td>31/12/2014</td> </tr> <tr> <td>Attività totali</td> <td>€298.745m</td> <td>€300.342m</td> </tr> <tr> <td>Patrimonio netto</td> <td>€20.766m</td> <td>€20.597m</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Principali rapporti di capitale</td> <td>31/12/2015</td> <td>31/12/2014</td> </tr> <tr> <td>Capitale primario di classe 1</td> <td>€19.564m</td> <td>€18.993m</td> </tr> <tr> <td>Capitale di base (capitale di classe 1)</td> <td>€19.564m</td> <td>€18.993m</td> </tr> </tbody> </table>	Principali indicatori economici	1/1/2015 – 31/12/2015	1/1/2014 – 31/12/2014¹⁾	Margine operativo netto	€983m	€892m	Utile prima delle imposte	€776m	€1.083m	Utile consolidato	€750m	€785m	Utile per azione	€0,93	€0,96				Dati dello stato patrimoniale	31/12/2015	31/12/2014	Attività totali	€298.745m	€300.342m	Patrimonio netto	€20.766m	€20.597m				Principali rapporti di capitale	31/12/2015	31/12/2014	Capitale primario di classe 1	€19.564m	€18.993m	Capitale di base (capitale di classe 1)	€19.564m	€18.993m
Principali indicatori economici	1/1/2015 – 31/12/2015	1/1/2014 – 31/12/2014¹⁾																																							
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Attività ponderate in base al rischio (compresi gli equivalenti per rischio di mercato e rischio operativo)	€78.057m	€85.768m
Coefficiente del capitale primario di classe 1 ²⁾	25,1%	22,1%
Coefficiente di capitale di base (coefficiente di capitale di classe 1) ²⁾	25,1%	22,1%

* I dati di cui alla presente tabella sono certificati e tratti dal fascicolo di bilancio consolidato del Gruppo HVB per l'esercizio chiuso al 31 dicembre 2015.

¹⁾ Senza le attività in dismissione

²⁾ Calcolato sulla base delle attività ponderate in base al rischio, compresi gli equivalenti per rischio di mercato e per rischio operativo.

Principali indicatori finanziari consolidati al 31 marzo 2016*

Principali indicatori economici	1/1/2016 – 31/3/2016	1/1/2016 – 31/3/2015
Margine operativo netto	€215m	€182m
Utile prima delle imposte	€210m	€197m
Utile consolidato	€138m	€131m
Utile per azione (interno Gruppo HVB)	€0,17	€0,16
Dati dello stato patrimoniale	31/3/2016	31/12/2015
Attività totali	€313.878m	€298.745m
Patrimonio netto	€20.898m	€20.766m
Principali rapporti di capitale	31/3/2016	31/12/2015
Capitale primario di classe 1	€19.456m	€19.564m
Capitale di base (capitale di classe 1)	€19.456m	€19.564m
Attività ponderate in base al rischio (compresi gli equivalenti per rischio di mercato e rischio operativo)	€82.946m	€78.057m
Coefficiente del capitale primario di classe 1 ¹⁾	23,5%	25,1%

* I dati di cui alla presente tabella non sono certificati e sono stati presi dalla Relazione Intermedia dell'Emittente al 31 marzo 2016.

¹⁾ Calcolato sulla base delle attività ponderate in base al rischio, compresi gli equivalenti per rischio di mercato e per rischio operativo.

Dichiarazione relativa alla mancanza di cambiamenti

Non vi è stato alcun cambiamento negativo sostanziale delle prospettive del Gruppo HVB successivamente al 31 dicembre 2015, data di pubblicazione dell'ultimo bilancio certificato del Gruppo HVB.

	<p>negativi sostanziali delle prospettive dell'emittente dalla data di pubblicazione dell'ultimo bilancio sottoposto a revisione pubblicato o descrizione degli eventuali cambiamenti negativi sostanziali</p> <p>Descrizione di cambiamenti significativi della situazione finanziaria o commerciale successiva al periodo cui si riferiscono le informazioni finanziarie relative agli esercizi passati</p>	<p>Non si è verificato alcun cambiamento rilevante nella situazione finanziaria del Gruppo HVB avvenuto successivamente al 31 marzo 2016.</p>
B.13	Eventi recenti	Non applicabile. Non si è verificato alcun recente evento riguardante UniCredit Bank sostanzialmente rilevante per la valutazione della propria solvibilità.
B.14	B.5 e dichiarazione di dipendenza da altri soggetti all'interno del Gruppo	<p>Si veda B.5</p> <p>Non applicabile. UniCredit Bank non è dipendente (<i>dependent</i>) da alcuna società del Gruppo HVB .</p>
B.15	Principali attività dell'Emittente	<p>UniCredit Bank offre una svariata gamma di prodotti bancari e finanziari e servizi ai clienti nel settore privato, commerciale (<i>corporate</i>) e pubblico, a società internazionali e ai clienti istituzionali.</p> <p>La gamma di prodotti e servizi si estende ai mutui ipotecari, ai crediti al consumo, al risparmio e al prestito oltre a prodotti assicurativi e servizi bancari per i clienti del settore privato nonché prestiti commerciali e finanziamenti all'export e prodotti di <i>investment banking</i> per i clienti del settore <i>corporate</i>.</p> <p>Nei segmenti di clientela relativi al <i>private banking</i> e al <i>wealth management</i>, UniCredit Bank AG offre una gamma completa di servizi finanziari e di pianificazione patrimoniale con servizi di consulenza commisurati alle esigenze da parte di soggetti generalisti e specialisti.</p> <p>Il Gruppo HVB continua a configurare il centro di competenza per i mercati internazionali e le attività di <i>investment banking</i> per l'intera UniCredit. Inoltre, il segmento Corporate & Investment Banking funge anche da elaboratore di prodotti per i clienti del segmento Commercial Banking.</p>
B.16	Possesso o controllo diretto	UniCredit S.p.A. detiene direttamente il 100% del capitale sociale di UniCredit Bank.

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C. STRUMENTI FINANZIARI

C.1	Descrizione del tipo e della classe degli Strumenti Finanziari	<p>Strumenti Finanziari Closed End Leverage (<i>Closed End Leverage Securities</i>)</p> <p>Gli Strumenti Finanziari saranno emessi come Certificati non alla pari.</p> <p>I "Certificati" sono titoli al portatore (<i>Inhaberschuldverschreibungen</i>) ai sensi della Sezione 793 del Codice Civile tedesco (<i>Bürgerliches Gesetzbuch, BGB</i>).</p> <p>Gli Strumenti Finanziari sono rappresentati da un certificato globale permanente senza cedola.</p> <p>I portatori degli Strumenti Finanziari (i "Titolari") non sono autorizzati a ricevere Strumenti Finanziari in forma effettiva. L'ISIN è specificato nella tabella contenuta nell'Allegato alla presente nota di sintesi.</p>
C.2	Valuta di emissione degli Strumenti Finanziari	Gli Strumenti Finanziari saranno emessi in euro (" EUR ") (la " Valuta di Emisione ").
C.5	Eventuali restrizioni alla libera trasferibilità degli strumenti finanziari	Non applicabile. Non sono previste restrizioni alla libera trasferibilità degli Strumenti Finanziari.
C.8	Descrizione dei diritti connessi agli strumenti finanziari compreso il " <i>ranking</i> " e le restrizioni a tali diritti	<p>Diritto applicabile agli Strumenti Finanziari</p> <p>Gli Strumenti Finanziari, per forma e contenuto, e tutti i diritti ed obblighi dell'Emittente e dei Titolari, sono regolati dalla legge della Repubblica Federale Tedesca.</p> <p>Diritti collegati agli Strumenti Finanziari</p> <p>Gli Strumenti Finanziari hanno una scadenza fissa.</p> <p>Gli Strumenti Finanziari non pagano interessi.</p> <p>Il Titolare ha diritto al pagamento dell'Importo di Rimborso (come definito sub C.15) o (i) in caso di esercizio del proprio Diritto di Rimborso (come definito nelle Condizioni Definitive) alla rispettiva Data di Rimborso (come definita sub C.16) o (ii) a seguito dell'esercizio del Diritto di Riscatto Regolare da parte dell'Emittente (come definito nelle Condizioni Definitive) alla rispettiva Data di Riscatto (come definita sub C.16) o (iii) se nessuno di questi diritti è stato esercitato alla Data di Liquidazione (come definita sub C.16).</p> <p>Limitazione dei diritti</p> <p>Al ricorrere di uno o più Eventi di Rettifica (come definiti nelle Condizioni Definitive) l'Agente per il Calcolo modificherà a propria ragionevole discrezione (§ 315 BGB) i Termini e le Condizioni di questi Strumenti Finanziari e/o tutti i prezzi dei Sottostanti determinati dall'Agente per il Calcolo sulla base dei Termini e le Condizioni degli Strumenti Finanziari, conformemente alle Condizioni Definitive, in modo tale che la posizione economica dei Titolari resti imm modificata nella maggior misura possibile.</p> <p>Al ricorrere di uno o più Eventi di Riscatto (gli "Eventi di Riscatto") (come specificati nelle Condizioni Definitive) l'Emittente può riscattare in via straor-</p>

		<p>dinaria gli Strumenti Finanziari conformemente alle Condizioni Definitive e rimborsare gli Strumenti Finanziari al loro Importo di Riscatto. L'"Importo di Riscatto" è il valore equo di mercato degli Strumenti Finanziari determinato alla data specificata nelle Condizioni Definitive dall'agente per il Calcolo a propria ragionevole discrezione (§ 315 BGB).</p> <p>Status degli Strumenti Finanziari</p> <p>Gli obblighi derivanti dagli Strumenti Finanziari costituiscono obbligazioni dirette, incondizionate e non subordinate dell'Emittente e, salvo quanto diversamente previsto dalla legge, sono parimenti ordinate con le altre obbligazioni incondizionate e non subordinate presenti e future dell'Emittente.</p>
C.11	Ammissione alla negoziazione	<p>È stata presentata istanza per l'ammissione a quotazione degli Strumenti Finanziari con efficacia dal 06/09/2016 presso i seguenti mercati regolamentati o altri mercati equivalenti:</p> <ul style="list-style-type: none"> • Borsa Italiana S.p.A. – SeDeX market <p>UniCredit Bank AG (ovvero il "Market Maker") si impegna a fornire la liquidità mediante proposte di acquisto e vendita conformemente ai regolamenti di Borsa Italiana S.p.A., dove è prevista la quotazione degli Strumenti Finanziari. Gli obblighi del Market Maker sono stabiliti dai regolamenti dei mercati organizzati e gestiti da Borsa Italiana S.p.A., e dalle istruzioni ad essi relative.</p>
C.15	Effetto del sottostante sul valore degli strumenti finanziari	<p>Il valore degli Strumenti Finanziari nel corso della durata dei medesimi è strettamente correlato al valore del Sottostante (come definito sub C.20). Se il valore del Sottostante aumenta, di regola il valore degli Strumenti Finanziari aumenta. Se il valore del Sottostante diminuisce, di regola il valore degli Strumenti Finanziari diminuisce. Il Sottostante è un indice con leva i.e. un indice correlato alla performance di un Sottostante di Riferimento (come specificato nelle Condizioni Definitive) in modo più che proporzionale, a seconda di un Fattore di Leva (costante) (come specificato nelle Condizioni Definitive). A loro volta, i Titolari partecipano in modo più che proporzionale alla performance positiva o negativa del Sottostante di Riferimento.</p> <p>Il rimborso, a seguito dell'esercizio del Diritto di Rimborso da parte dei Titolari alla rispettiva Data di Rimborso o a seguito dell'esercizio del Diritto di Riscatto Regolare da parte dell'Emittente alla rispettiva Data di Riscatto ovvero, in caso di mancato esercizio dei predetti diritti, alla Data di Liquidazione, dipende dal Prezzo di Riferimento Rilevante (come definito sub C.19).</p> <p><i>Rimborso</i></p> <p>L'Importo di Rimborso corrisponde ad un importo espresso nella Valuta di Emissione pari al Prezzo di Riferimento Rilevante moltiplicato per il Multiplo. Al Primo Giorno di Negoziazione il Multiplo corrisponde al Multiplo (iniziale) (come specificato nelle Condizioni Definitive). Ad ogni Data di Rettifica (come specificata nelle Condizioni Definitive) successiva al Primo Giorno di Negoziazione il Multiplo dovrà essere rettificato applicando il Fattore di Rettifica del Multiplo (come specificato nelle Condizioni Definitive).</p> <p>L'Importo di Rimborso non può in nessun caso essere minore di zero.</p>
C.16	La data di scadenza degli strumenti derivati – la data di	<p>La "Data di Liquidazione", il "Primo Giorno di Rimborso", la "Prima Data di Riscatto" sono specificati nella tabella contenuta nell'Allegato alla presente nota di sintesi.</p> <p>"Data di Osservazione" designa il quinto Giorno Lavorativo anteriore rispetti-</p>

	esercizio o la data di riferimento finale	vamente a ciascuna Data di Rimborso e a ciascuna Data di Riscatto e alla Data di Liquidazione. "Data di Riscatto" designa ciascun Giorno Lavorativo, a partire dalla Prima Data di Riscatto (come specificata nella tabella contenuta nell'Allegato alla presente nota di sintesi). "Data di Rimborso" designa ciascun Giorno Lavorativo, a partire dalla Prima Data di Rimborso (come specificata nella tabella contenuta nell'Allegato alla presente nota di sintesi).
C.17	Modalità di regolamento degli strumenti derivati	Ogni pagamento dovrà essere eseguito a UniCredit Bank AG (l' "Agente Principale di Pagamento"). L'Agente Principale di Pagamento dovrà corrispondere gli importi maturati presso il Sistema di Compensazione da accreditarsi sui rispettivi conti delle banche depositarie per il trasferimento sui conti dei Titolari. Il pagamento al Sistema di Compensazione manleva l'Emittente dai propri obblighi derivanti dagli Strumenti Finanziari in relazione all'importo di tale pagamento. "Sistema di Compensazione" significa Monte Titoli S.p.A.
C.18	Descrizione delle modalità secondo le quali si generano i proventi degli strumenti derivati	Pagamento dell'Importo di Rimborso alla Data di Rimborso nella quale un Titolare esercita il proprio Diritto di Rimborso o alla Data di Riscatto nella quale l'Emittente esercita il proprio Diritto di Riscatto Regolare o alla Data di Liquidazione a seconda dei casi.
C.19	Prezzo di esercizio o prezzo di riferimento definitivo del sottostante	"Prezzo di Riferimento Rilevante" significa il Prezzo di Riferimento (come definito nella tabella contenuta nell'Allegato alla presente nota di sintesi) alla rispettiva Data di Osservazione immediatamente precedente alla rispettiva Data di Rimborso o Data di Riscatto o Data di Liquidazione, a seconda dei casi.
C.20	Descrizione del tipo di sottostante e di dove siano reperibili le informazioni relative al sottostante	L'indice che costituisce il Sottostante è specificato nella tabella contenuta nell'Allegato alla presente nota di sintesi. Per ulteriori informazioni circa la performance passata e futura del Sottostante e la relativa volatilità, si faccia riferimento al Sito Web, come specificato nella tabella contenuta nell'Allegato alla presente nota di sintesi.

D. RISCHI

D.2	Informazioni fondamentali sui principali rischi che sono specifici e individuali per l'Emittente	<i>I potenziali investitori devono essere consapevoli che, qualora si verifichi uno dei seguenti fattori di rischio, il valore degli strumenti finanziari potrebbe ridursi con la conseguente perdita totale del capitale investito.</i> <ul style="list-style-type: none"> ● Rischio Macroeconomico Rischi per effetto di un deterioramento nel quadro di sviluppo macroeconomico e/o nei mercati finanziari e per effetto di incertezze geopolitiche ● Rischio Sistemico Rischi per effetto di disservizi o del collasso funzionale del sistema finanziario
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	<p>o parti di esso</p> <ul style="list-style-type: none"> • Rischio di Credito (i) Rischi per effetto di cambiamenti nel rating di una delle parti contrattuali (debitore, controparte, emittente o paese); (ii) Rischi per effetto di un deterioramento della situazione economica complessiva e degli effetti negativi sulla domanda di credito e la solvibilità dei debitori del Gruppo HVB; (iii) Rischi per effetto di un decremento del valore delle garanzie sui crediti; (iv) Rischi per effetto dell'attività di negoziazione/sui derivati; (v) Rischi per effetto dell'esposizione creditizia intra-Gruppo; (vi) Rischi per l'esposizione verso titoli del debito sovrano / settore pubblico • Rischio di Mercato (i) Rischi per i portafogli di negoziazione e bancari per effetto di un deterioramento delle condizioni di mercato; (ii) rischi di tasso d'interesse e di valuta estera • Rischio di Liquidità (i) Rischio che la banca non sia in grado di adempiere alle proprie obbligazioni di pagamento pienamente o alle scadenze; (ii) Rischi per effetto della raccolta di liquidità; (iii) Rischi per effetto di trasferimenti intra-Gruppo di liquidità; (iv) Rischio di liquidità di mercato • Rischio Operativo (i) Rischio di perdite derivanti da processi o sistemi interni difettosi, errori umani o eventi esterni; (ii) Rischi informatici; (iii) Rischi per effetto di attività fraudolenta; (iv) Rischi legali e fiscali; (v) Rischio connesso ad obblighi di compliance • Rischio di Business Rischi di perdite dovute a inattesi cambiamenti nel volume d'affari e/o nei margini delle attività • Rischio da investimenti di natura immobiliare Rischio di perdite derivanti da cambiamenti nel valore di mercato del portafoglio immobiliare del Gruppo HVB • Rischio da investimenti di natura finanziaria Rischio di diminuzioni nel valore del portafoglio di investimenti del Gruppo HVB • Rischio di Reputazione Rischi di un effetto negativo sul Conto Economico emergente da reazioni avverse da parte degli azionisti derivanti da una differente percezione della banca • Rischio Strategico (i) Rischio che emerge per effetto dell'eventualità che il management sia lento nel recepire importanti evoluzioni del settore bancario o ricavi conclusioni errate in merito a tali andamenti; (ii) Rischi dovuti a orientamenti strategici del modello aziendale del Gruppo HVB; (iii) Rischi dovuti al consolidamento del mercato bancario; (iv) Rischi dovuti a mutevoli condizioni competitive del settore finanziario tedesco (v) Rischi dovuti a un cambiamento del rating di HVB • Rischi regolamentari (i) Rischi dovuti a cambiamenti nel quadro regolamentare e statutario del Gruppo HVB; (ii) Rischi connessi a possibili misure liquidatorie o a procedimenti riorganizzativi • Rischio previdenziale Rischio che il destinatario di obblighi previdenziali debba fornire ulteriore
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		<p>capitale per far fronte agli impegni previdenziali maturati</p> <ul style="list-style-type: none"> • Rischi dovuti ad attività di esternalizzazione <p>Tipologia di rischio trasversale, che in particolare può colpire le seguenti tipologie di rischi: rischio operativo, rischio di Reputazione, rischio Strategico, rischio di Business, rischio di Credito, di Mercato e di Liquidità</p> <ul style="list-style-type: none"> • Rischi per effetto della concentrazione dei rischi e dei ricavi <p>Il rischio per effetto della concentrazione dei rischi e dei ricavi indica l'incremento delle perdite potenziali e rappresenta un rischio Strategico e di Business per la Banca</p> <ul style="list-style-type: none"> • Rischi per effetto dell'imposizione in capo al Gruppo HVB di misure di stress test <p>I risultati di business del Gruppo HVB potrebbero essere influenzati negativamente in caso di scarsi risultati emergenti dagli stress test di HVB, del Gruppo HVB, UniCredit S.p.A. o una delle istituzioni finanziarie con le quali essi operano</p> <ul style="list-style-type: none"> • Rischi per effetto di inadeguati modelli di valutazione dei rischi <p>E' possibile che i modelli interni di HVB e del Gruppo HVB vengano valutati come inadeguati al seguito di verifiche e ispezioni condotte dalle autorità di vigilanza, o che essi possano sottostimare rischi esistenti</p> <ul style="list-style-type: none"> • Rischi non identificati/inattesi <p>HVB e il Gruppo HVB potrebbero incorrere in perdite maggiori di quelle calcolate secondo i vigenti metodi di risk management o in perdite in precedenza del tutto escluse dai propri calcoli</p>
D.6	Informazioni fondamentali sui principali rischi che sono specifici per gli strumenti finanziari	<p>L'Emittente ritiene che i principali rischi descritti di seguito possono, con riferimento ai Titolari, influenzare negativamente il valore degli Strumenti Finanziari e/o gli importi da distribuire (inclusa la consegna di una quantità di Sottostanti o di componenti degli stessi) derivanti dagli Strumenti Finanziari e/o la capacità dei Titolari di cedere gli Strumenti Finanziari ad un prezzo ragionevole prima della relativa data di liquidazione.</p> <ul style="list-style-type: none"> • Potenziati conflitti di interesse <p>Il rischio di conflitti di interessi (come descritto sub E.4) è correlato alla possibilità che l'Emittente, collocatori o rispettivi affiliati perseguano, in relazione a talune funzioni o operazioni, interessi che possono o meno essere contrari agli interessi dei Titolari.</p> <ul style="list-style-type: none"> • Principali rischi correlati agli Strumenti Finanziari <p>Principali rischi correlati al mercato</p> <p>In alcune circostanze un Titolare può non essere in grado di rivendere i propri Strumenti Finanziari ovvero di cederli ad un prezzo adeguato prima del rimborso.</p> <p>Il valore di mercato degli Strumenti Finanziari sarà influenzato dalla solvibilità dell'Emittente e da ulteriori fattori (e.g., tassi di cambio, interesse attuale e tassi di rendimento, il mercato per strumenti finanziari similari, le generali condizioni economiche, politiche e cicliche, la negoziabilità degli Strumenti Finanziari e dei fattori correlati al Sottostante) e può essere sostanzialmente minore del Valore Nominale o del Prezzo di Acquisto.</p> <p>Ai Titolari non possono fare affidamento sulla possibilità di tutelarsi in qualsiasi momento dai rischi di prezzo derivanti dagli Strumenti Finanziari.</p> <p>Principali rischi correlati agli Strumenti Finanziari in generale</p> <p>L'Emittente potrebbe non essere in grado di adempiere, in tutto o in parte, ai propri obblighi derivanti dagli Strumenti Finanziari, e.g. in caso di insolvenza dell'Emittente o per effetto di interventi governativi o regolamentari. A fronte di tale rischio non è previsto alcun sistema di garanzia dei depositi né alcun</p>

	<p>sistema di indennizzo analogo.</p> <p>Un investimento negli Strumenti Finanziari potrebbe essere contrario alla legge o non favorevole per un potenziale investitore ovvero inadatto in considerazione della propria conoscenza o esperienza, dei propri bisogni finanziari, dei propri obiettivi e della propria situazione. Il tasso di rendimento reale di un investimento negli Strumenti Finanziari può ridursi a zero ovvero assumere valori negativi (e.g., a causa di costi accessori connessi all'acquisto, alla detenzione e alla dismissione degli Strumenti Finanziari, a future svalutazioni monetarie (inflazione) o ad effetti fiscali). L'importo di rimborso può essere inferiore al Prezzo di Emissione o al rispettivo prezzo di acquisto e, in alcune circostanze, non verrà corrisposto alcun interesse né verranno eseguiti pagamenti nel corso del periodo di detenzione degli Strumenti Finanziari.</p> <p>I proventi degli Strumenti Finanziari potrebbero non essere sufficienti a generare interessi o a permettere di eseguire i pagamenti dovuti per effetto dell'acquisto degli Strumenti Finanziari mediante finanziamento richiedendo capitale aggiuntivo.</p> <p><i>Rischi correlati a Strumenti Finanziari collegati a Sottostanti</i></p> <p><i>Rischi dovuti all'influenza del Sottostante o dei Componenti dello stesso sul valore di mercato degli Strumenti Finanziari</i></p> <p>Il valore di mercato degli Strumenti Finanziari e gli importi erogabili derivanti dagli Strumenti Finanziari dipendono significativamente dal prezzo del Sottostante o dei Componenti dello stesso. L'evoluzione futura del prezzo del Sottostante o di Componenti dello stesso non è prevedibile. Inoltre, il valore di mercato degli Strumenti Finanziari sarà influenzato da diversi fattori correlati al Sottostante.</p> <p><i>Rischi dovuti al fatto che la valutazione del Sottostante o dei Componenti dello stesso avviene solo a date, momenti o periodi specificati</i></p> <p>A causa del fatto che la valutazione del Sottostante o di Componenti dello stesso può avvenire solo in date, momenti o periodi specificati, i proventi erogabili derivanti dagli Strumenti Finanziari possono essere considerevolmente più bassi rispetto al prezzo che il Sottostante o i Componenti dello stesso potrebbero aver suggerito.</p> <p><i>Rischi correlati a pagamenti condizionali: Impatto della soglia o limiti</i></p> <p>Il pagamento e/o l'entità di tali importi dipendono dalla performance del Sottostante o di Componenti dello stesso.</p> <p>Taluni importi possono essere erogati solo se sono state raggiunte specifiche soglie o limiti o se si sono verificati particolari eventi.</p> <p><i>Rischi correlati alla sottrazione delle commissioni</i></p> <p>La rispettiva commissione può avere un impatto significativo sull'importo di Rimborso e può ridurlo a zero anche nel caso di una performance favorevole del Sottostante o di Componenti dello stesso.</p> <p>I Titolari devono essere consapevoli che potrebbe verificarsi un successivo incremento delle rispettive commissioni fino all'importo massimo (come definito nelle Condizioni Definitive).</p> <p>In sede di calcolo dell'Importo di Rimborso, la sottrazione delle commissioni può comportare la partecipazione in modo più che proporzionale alla performance non favorevole del Sottostante o di Componenti dello stesso.</p> <p><i>Rischi correlati ad un Multiplo</i></p> <p>Un multiplo può fare sì che lo Strumento Finanziario sia analogo, sebbene non del tutto assimilabile, in termini economici ad un investimento diretto nel relativo Sottostante o in componenti dello stesso.</p> <p>Un multiplo può comportare che il Titolare partecipi alternativamente in misura minore ad una performance favorevole o in misura maggiore ad una performance non favorevole del Sottostante o di Componenti dello stesso.</p>
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	<p><i>Rischio di reinvestimento</i></p> <p>I Titolari possono reinvestire il capitale ricevuto a seguito di un rimborso anticipato degli Strumenti Finanziari unicamente a condizioni meno favorevoli.</p> <p><i>Rischio Valuta e rischio del Tasso di Cambio con riferimento al Sottostante o a componenti dello stesso</i></p> <p>Se il Sottostante o Componenti dello stesso sono espresse in una valuta diversa dalla Valuta di Emissione, esiste un rischio connesso al Tasso di Cambio a meno che tale rischio non venga escluso nelle relative Condizioni Definitive.</p> <p><i>Rischi derivanti dal Diritto di Riscatto in capo all'Emittente</i></p> <p>Nell'ipotesi di Strumenti Finanziari che attribuiscono all'Emittente il Diritto di Riscatto, tali Strumenti Finanziari possono essere riscattati, a discrezione dell'Emittente, a date predefinite. Qualora il prezzo del Sottostante o Componenti dello stesso sia sfavorevole al momento del Riscatto da parte dell'Emittente, il Titolare può subire una perdita parziale o totale del proprio capitale investito.</p> <p><i>Rischi derivanti dal Diritto di Rimborso in capo ai Titolari</i></p> <p>Nell'ipotesi di Strumenti Finanziari che attribuiscono un diritto di rimborso in capo ai Titolari, gli Strumenti possono essere rimborsati a date predefinite. Qualora il prezzo del Sottostante o Componenti dello stesso sia sfavorevole al momento dell'esercizio, il Titolare può subire una perdita parziale o totale del proprio capitale investito.</p> <p><i>Rischi correlati ad Eventi di Rettifica</i></p> <p>Delle rettifiche potrebbero avere un impatto negativo sostanziale sul valore e la futura performance degli Strumenti Finanziari così come sugli importi da distribuire derivanti dagli Strumenti Finanziari. Eventi di rettifica possono inoltre determinare il riscatto straordinario anticipato degli Strumenti Finanziari.</p> <p><i>Rischi correlati a Eventi di Riscatto</i></p> <p>Al verificarsi di un Evento di Riscatto l'Emittente ha diritto di riscatto straordinario degli Strumenti Finanziari al rispettivo valore di mercato. Se il valore di mercato degli Strumenti Finanziari al momento rilevante è inferiore al Prezzo di Emissione o al Prezzo di Acquisto, il relativo Titolare sarà soggetto ad una parziale o totale perdita del capitale investito sebbene gli Strumenti Finanziari prevedano un pagamento minimo condizionale.</p> <p><i>Rischi correlati a Turbative di Mercato</i></p> <p>L'Agente per il Calcolo può rinviare date di valutazione e pagamenti ed effettuare valutazioni a propria ragionevole discrezione. I Titolari non hanno diritto a richiedere interessi per ritardato pagamento.</p> <ul style="list-style-type: none"> ● Principali rischi correlati al Sottostante o a componenti dello stesso <p><i>Rischi generali</i></p> <p><i>Nessun diritto di proprietà sul Sottostante o su Componenti dello stesso</i></p> <p>Il Sottostante o i Componenti dello stesso non saranno detenute dall'Emittente a beneficio del Titolare, e di conseguenza, i Titolari non avranno alcun diritto di proprietà (e.g. diritti di voto, diritti di ricevere dividendi o altre distribuzioni, nonché altri diritti) in relazione al Sottostante o ai Componenti dello stesso.</p> <p><i>Principali rischi correlati alle azioni</i></p> <p>La performance degli Strumenti Finanziari correlati ad Azioni (i.e. gli Strumenti Finanziari correlati a indici come Sottostante e azioni come componenti dell'indice) dipende dalla performance delle rispettive azioni, che può essere influenzata da diversi fattori. Il pagamento di dividendi può avere un impatto negativo per il Titolare.</p> <p><i>Principali rischi correlati agli indici</i></p> <p>La performance di Strumenti Finanziari correlati ad Indici è legata alla perfor-</p>
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		<p>mance dei rispettivi indici, che dipende largamente dalla composizione e performance dei componenti degli indici. L'Emittente può non avere alcuna influenza sul rispettivo indice né sulla definizione dell'indice. Se l'Emittente agisce anche come sponsor o agente di calcolo dell'indice, potrebbero insorgere conflitti di interesse. In generale, lo sponsor di un indice non si assume responsabilità. Di regola, un indice può essere modificato, cessato o sostituito da un indice successivo in ogni momento. I Titolari non possono, neppure parzialmente, partecipare ai dividendi o ad altre distribuzioni in relazione a componenti degli indici. Se l'indice comporta un fattore di leva, gli investitori sopportano un più elevato rischio di perdite. Gli indici possono includere commissioni che influenzano negativamente la rispettiva performance.</p> <p>Gli Strumenti Finanziari non hanno protezione del capitale. Gli investitori possono perdere in toto il proprio investimento o parte di tale investimento.</p>
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E. OFFERTA

E.2b	Ragioni dell'offerta e impiego dei proventi, se diversi dalla ricerca del profitto e/o dalla copertura di determinati rischi	Non applicabile; i proventi netti derivanti da ciascuna emissione degli Strumenti Finanziari saranno usati dall'Emittente per le proprie attività commerciali generali, i.e. conseguire profitto e/o la copertura di taluni rischi.
E.3	Descrizione dei termini e delle condizioni dell'offerta	<p>Giorno della prima offerta al pubblico: 05/09/2016</p> <p>Un'offerta al pubblico sarà fatta in Italia.</p> <p>Il lotto minimo trasferibile è 1 Strumento Finanziario.</p> <p>Il lotto minimo negoziabile è 1 Strumento Finanziario.</p> <p>Gli Strumenti Finanziari saranno offerti a investitori qualificati, investitori <i>retail</i> e/o investitori istituzionali.</p> <p>A far data dal giorno della prima offerta al pubblico gli Strumenti Finanziari descritti nelle Condizioni Definitive saranno offerti su base continua.</p> <p>L'offerta continua sarà fatta sulla base di prezzi lettera correnti forniti dall'Emittente.</p> <p>L'offerta al pubblico potrà essere terminata dall'Emittente in ogni tempo senza fornire alcun motivo.</p> <p>Richiesta di ammissione a quotazione è stata fatta con effetto 06/09/2016 sui seguenti mercati:</p> <ul style="list-style-type: none"> ● Borsa Italiana S.p.A. – SeDeX market
E.4	Descrizione di eventuali interessi che sono significativi per l'emissione/l'offerta compresi interessi confliggenti	<p>Ciascun collocatore e/o propri affiliati può essere cliente o mutuatario dell'Emittente o di propri affiliati. Peraltro, tali collocatori e propri affiliati possono aver concluso e nel futuro concludere operazioni nel settore dell'<i>investment banking</i> e/o nel settore commerciale e potranno prestare servizi per l'Emittente e per i propri affiliati nel corso dell'ordinario esercizio dell'attività.</p> <p>Con riferimento alla negoziazione degli Strumenti Finanziari l'Emittente è in conflitto di interesse in quanto Market Maker su Borsa Italiana S.p.A. – SeDeX market. L'Emittente è inoltre il gestore e l'Agente del Calcolo degli Strumenti Finanziari.</p> <p>Inoltre, per le seguenti ragioni possono insorgere dei conflitti di interesse in relazione all'Emittente o a persone incaricate dell'offerta:</p> <ul style="list-style-type: none"> ● L'Emittente specifica il Prezzo di Emissione.

		<ul style="list-style-type: none"> • L'Emittente ed uno dei propri affiliati agisce in qualità di Market Maker degli Strumenti Finanziari (tuttavia, non esiste tale obbligo). • I Collocatori possono ricevere degli incentivi dall'Emittente. • L'Emittente, un qualsiasi Collocatori e uno dei propri affiliati agisce come Agente per il Calcolo o Agente di Pagamento in relazione agli Strumenti Finanziari. • Di volta in volta l'Emittente, un qualsiasi Collocatore e uno dei propri affiliati possono essere coinvolti in transazioni per proprio conto o per conto di propri clienti, che influenzano la liquidità o il prezzo del Sottostante o di componenti. • L'Emittente, un qualsiasi Collocatore e uno dei propri affiliati possono emettere strumenti finanziari in relazione al Sottostante o componenti dello stesso su cui sono stati già emessi altri strumenti finanziari. • L'Emittente, qualsiasi Collocatore e uno dei propri affiliati può possedere o ottenere informazioni rilevanti sul Sottostante o componenti dello stesso (incluse informazioni non accessibili pubblicamente) connesse alla propria attività lavorativa o altrimenti. • L'Emittente, qualsiasi Collocatore e uno dei propri affiliati può essere coinvolto in attività lavorative con l'emittente del Sottostante o componenti dello stesso, propri affiliati, concorrenti o garanti. • L'Emittente, qualsiasi Collocatore e uno dei propri affiliati può inoltre agire quale membro di un sindacato di banche, come consulente finanziario o come sponsor o emittente del Sottostante o componenti dello stesso.
E.7	Spese stimate addebitate all'investitore dall'Emittente o dall'offerente.	Non applicabile. Nessuna spesa sarà addebitata all'investitore dall'Emittente o da un intermediario. Tuttavia, potranno essere addebitati altri oneri, quali commissioni di custodia o commissioni di vendita.

ALLEGATO ALLA NOTA DI SINTESI

ISIN (C.1)	Prezzo di Riferimento (C.19)	Prima Data di Rimborso (C.16)	Data di Liquidazione (C.16)	Prima Data di Riscatto (C.16)	Sottostante (C.20)	Sito Web (C.20)
DE000HV4BMS2	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Assicurazioni Generali S.p.A. Leva 2 Long Daily Net Return EUR (in breve GENERALI X2) (ISIN: DE000A2BNM26)	www.icf-markets.de
DE000HV4BMT0	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Assicurazioni Generali S.p.A. Leva 2 Short Daily Gross Return EUR (in breve GENERALI X -2) (ISIN: DE000A2BNM26)	www.icf-markets.de

					DE000A2BN M34)	
DE000HV4BM U8	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Enel S.p.A. Leva 2 Long Daily Net Return EUR (in breve ENEL X2) (ISIN: DE000A2BN M67)	www.icf- markets.de
DE000HV4BM V6	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Enel S.p.A. Leva 2 Short Daily Gross Return EUR (in breve ENEL X -2) (ISIN: DE000A2BN M75)	www.icf- markets.de
DE000HV4BM W4	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	ENI S.p.A. Leva 2 Long Daily Net Return EUR (in breve ENI X2) (ISIN: DE000A2BN M42)	www.icf- markets.de
DE000HV4BM X2	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	ENI S.p.A. Leva 2 Short Daily Gross Return EUR (in breve ENI X -2) (ISIN: DE000A2BN M59)	www.icf- markets.de
DE000HV4BM Y0	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR (in breve FIAT- FCA X2) (ISIN: DE000A2BN M00)	www.icf- markets.de
DE000HV4BM Z7	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Fiat Chrysler Automobiles N.V. Leva 2 Short Daily Gross Return EUR (in breve FIAT- FCA X -2)	www.icf- markets.de

					(ISIN: DE000A2BN M18)	
DE000HV4BM 05	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Intesa Sanpaolo S.p.A. Leva 2 Long Daily Net Return EUR (in breve INTESA SANPAOLO X2) (ISIN: DE000A2BN NA8)	www.icf-markets.de
DE000HV4BM 13	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Intesa Sanpaolo S.p.A. Leva 2 Short Daily Gross Return EUR (in breve INTESA SANPAOLO X -2) (ISIN: DE000A2BN NB6)	www.icf-markets.de
DE000HV4BM 21	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR (in breve TELECOM ITALIA X2) (ISIN: DE000A2BN M83)	www.icf-markets.de
DE000HV4BM 39	Prezzo di chiusura	26/09/2016	22/06/2018	06/03/2017	Telecom Italia S.p.A. Leva 2 Short Daily Gross Return EUR (in breve TELECOM ITALIA X -2) (ISIN: DE000A2BN M91)	www.icf-markets.de

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Form of Waiver Notice

The form of Waiver Notice is applicable for Securities which shall be admitted to trading on an Italian regulated or other equivalent market:

FORM OF WAIVER OF EXERCISE

(Name of Securities and ISIN)

To: **UniCredit Bank AG**

Facsimile: + 39 02 49535357

Failure properly to complete this waiver of exercise or to submit a substantially similar form of waiver of exercise shall result in the waiver of exercise being treated as null and void.

PLEASE USE BLOCK CAPITALS

1. Details of Holder(s) of the Securities

Name:

Address:

Facsimile:

Telephone:

2. Details of Tranche of Securities

The Tranche of Securities to which this waiver of exercise relates:

3. Waiver of Automatic Exercise

I/We, being the holder of the Securities referred to below forming part of the above Tranche of Securities, hereby waive the automatic exercise of such Securities in accordance with the Conditions thereof.

4. Number of Securities

The number of Securities is as follows:

5. Dated

6. Signed



Index Methodology

***ASSICURAZIONI GENERALI S.p.A.
Leva 2 Long Daily Net Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the ASSICURAZIONI GENERALI S.p.A. Leva 2 Long Daily Net Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: ASSICURAZIONI GENERALI S.p.A. Leva 2 Long Daily Net Return EUR

ISIN: DE000A2BNM26

WKN: A2BNM2

REUTERS-RIC: .ICFG00L2

Reference Instrument: ASSICURAZIONI GENERALI S.p.A., common shares

Reference Instrument ISIN: IT0000062072

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of ASSICURAZIONI GENERALI S.p.A, traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor long Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is -30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument " means ASSICURAZIONI GENERALI S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0000062072

Bloomberg symbol: G IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(Lev \times \frac{Stock_t}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t - Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1
WT	Withholding-Tax, that is subtracted from the Dividend correction in case date t is an Ex-Dividend date. See section 3.2 for more information

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument suffers a 50% daily loss, the value of a factor long Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{\left((Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t \right)} - 1 \leq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is -30% (-0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} - Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 60. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{60}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 20.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{20}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM26
Index-WKN	A2BNM2
Reuters-RIC	.ICFG00L2
Index-Name	ASSICURAZIONI GENERALI S.p.A. Leva 2 Long Daily Net Return EUR
Index-Type	Net Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	-30%
Reference Instrument-ISIN	IT0000062072
Reference Instrument-Name	ASSICURAZIONI GENERALI S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

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Index Methodology

***ASSICURAZIONI GENERALI S.p.A.
Leva 2 Short Daily Gross Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the ASSICURAZIONI GENERALI S.p.A. Leva 2 short Daily Gross Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: ASSICURAZIONI GENERALI S.p.A. Leva 2 short Daily Gross Return EUR

ISIN: DE000A2BNM34

WKN: A2BNM3

REUTERS-RIC: .ICFG00S2

Reference Instrument: ASSICURAZIONI GENERALI S.p.A., common shares

Reference Instrument ISIN: IT0000062072

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of ASSICURAZIONI GENERALI S.p.A., traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor short Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is +30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"Fixing Price" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"Index Calculation Agent" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"Index Calculation Day" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"Index Calculation Fee" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"Index Currency" means EUR

"Index Fixing Value" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"Information Page" means <https://icf-markets.de/>

"Index Start Date" means 26th August 2016

"Index Start Value" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"Interest Rate" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"Leverage" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

“Market Disruption Event” means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument " means ASSICURAZIONI GENERALI S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0000062072

Bloomberg symbol: G IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(-Lev \times \frac{Stock_t}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t + Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument gains a 50% daily increase, the value of a factor short Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{((Stock_T - Div_t) \times RFactorSS_t)} - 1 \geq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is +30% (+0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} + Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 140. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(-2 \times \frac{140}{(100 - (0)) \times 1} + (2 + 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 180.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{180}{(100 - (0)) \times 1} + (2 + 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM34
Index-WKN	A2BNM3
Reuters-RIC	.ICFG00S2
Index-Name	ASSICURAZIONI GENERALI S.p.A. Leva 2 Short Daily Gross Return EUR
Index-Type	Gross Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	+30%
Reference Instrument-ISIN	IT0000062072
Reference Instrument-Name	ASSICURAZIONI GENERALI S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to Three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

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Index Methodology

***Enel S.p.A.
Leva 2 Long Daily Net Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Enel S.p.A. Leva 2 Long Daily Net Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Enel S.p.A. Leva 2 Long Daily Net Return EUR

ISIN: DE000A2BNM67

WKN: A2BNM6

REUTERS-RIC: .ICFENEL2

Reference Instrument: Enel S.p.A., common shares

Reference Instrument ISIN: IT0003128367

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Enel S.p.A, traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor long Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is -30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"**Reference Exchange**" means Borsa Italiana S.p.A. – LSE Group

"**Reference Instrument**" means Enel S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0003128367

Bloomberg symbol: ENEL IM EQUITY

"**Reference Instrument Price**" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"**Trading Day**" means every day on which the Reference Instrument is traded on the Reference Exchange.

"**VWAP**" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"**Withholding-Tax**" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the "prezzo di riferimento" which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(Lev \times \frac{Stock_t}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t - Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1
WT	Withholding-Tax, that is subtracted from the Dividend correction in case date t is an Ex-Dividend date. See section 3.2 for more information

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument suffers a 50% daily loss, the value of a factor long Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{\left((Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t \right)} - 1 \leq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is -30% (-0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} - Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 60. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{60}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 20.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{20}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM42
Index-WKN	A2BNM4
Reuters-RIC	.ICFENEL2
Index-Name	Enel S.p.A. Leva 2 Long Daily Net Return EUR
Index-Type	Net Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	-30%
Reference Instrument-ISIN	IT0003128367
Reference Instrument-Name	Enel S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

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Index Methodology

Enel S.p.A.
Leva 2 Short Daily Gross Return EUR

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Enel S.p.A. Leva 2 short Daily Gross Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Enel S.p.A. Leva 2 Short Daily Gross Return EUR

ISIN: DE000A2BNM75

WKN: A2BNM7

REUTERS-RIC: .ICFENES2

Reference Instrument: Enel S.p.A., common shares

Reference Instrument ISIN: IT0003128367

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Enel S.p.A., traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor short Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is +30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"**Reference Exchange**" means Borsa Italiana S.p.A. – LSE Group

"**Reference Instrument**" means Enel S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0003128367

Bloomberg symbol: ENEL IM EQUITY

"**Reference Instrument Price**" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"**Trading Day**" means every day on which the Reference Instrument is traded on the Reference Exchange.

"**VWAP**" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"**Withholding-Tax**" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the "prezzo di riferimento" which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(-Lev \times \frac{Stock_t}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t + Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument gains a 50% daily increase, the value of a factor short Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{((Stock_T - Div_t) \times RFactorSS_t)} - 1 \geq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is +30% (+0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} + Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 140. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(-2 \times \frac{140}{(100 - (0)) \times 1} + (2 + 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 180.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{180}{(100 - (0)) \times 1} + (2 + 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM75
Index-WKN	A2BNM7
Reuters-RIC	.ICFENES2
Index-Name	Enel S.p.A. Leva 2 Short Daily Gross Return EUR
Index-Type	Gross Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	+30%
Reference Instrument-ISIN	IT0003128367
Reference Instrument-Name	Enel S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

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Index Methodology

***ENI S.p.A.
Leva 2 Long Daily Net Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the ENI S.p.A. Leva 2 Long Daily Net Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: ENI S.p.A. Leva 2 Long Daily Net Return EUR

ISIN: DE000A2BNM42

WKN: A2BNM4

REUTERS-RIC: .ICFENIL2

Reference Instrument: ENI S.p.A., common shares

Reference Instrument ISIN: IT0003132476

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of ENI S.p.A, traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor long Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is -30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument " means ENI S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0003132476

Bloomberg symbol: ENI IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(Lev \times \frac{Stock_t}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t - Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1
WT	Withholding-Tax, that is subtracted from the Dividend correction in case date t is an Ex-Dividend date. See section 3.2 for more information

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument suffers a 50% daily loss, the value of a factor long Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{\left((Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t \right)} - 1 \leq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is -30% (-0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} - Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 60. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{60}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 20.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{20}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM42
Index-WKN	A2BNM4
Reuters-RIC	.ICFENIL2
Index-Name	ENI S.p.A. Leva 2 Long Daily Net Return EUR
Index-Type	Net Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	-30%
Reference Instrument-ISIN	IT0003132476
Reference Instrument-Name	ENI S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

Published by / Contact

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Index Methodology

ENI S.p.A.

Leva 2 Short Daily Gross Return EUR

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the ENI S.p.A. Leva 2 short Daily Gross Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: ENI S.p.A. Leva 2 short Daily Gross Return EUR

ISIN: DE000A2BNM59

WKN: A2BNM5

REUTERS-RIC: .ICFENIS2

Reference Instrument: ENI S.p.A., common shares

Reference Instrument ISIN: IT0003132476

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of ENI S.p.A., traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor short Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is +30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"Fixing Price" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"Index Calculation Agent" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"Index Calculation Day" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"Index Calculation Fee" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"Index Currency" means EUR

"Index Fixing Value" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"Information Page" means <https://icf-markets.de/>

"Index Start Date" means 26th August 2016

"Index Start Value" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"Interest Rate" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"Leverage" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

“Market Disruption Event” means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument " means ENI S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0003132476

Bloomberg symbol: ENI IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(-Lev \times \frac{Stock_t}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t + Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument gains a 50% daily increase, the value of a factor short Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{((Stock_T - Div_t) \times RFactorSS_t)} - 1 \geq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is +30% (+0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} + Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 140. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(-2 \times \frac{140}{(100 - (0)) \times 1} + (2 + 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 180.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{180}{(100 - (0)) \times 1} + (2 + 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM59
Index-WKN	A2BNM5
Reuters-RIC	.ICFG00S2
Index-Name	ENI S.p.A. Leva 2 Short Daily Gross Return EUR
Index-Type	Gross Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	+30%
Reference Instrument-ISIN	IT0003132476
Reference Instrument-Name	ENI S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to Three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

Published by / Contact

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Index Methodology

***Fiat Chrysler Automobiles N.V.
Leva 2 Long Daily Net Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR

ISIN: DE000A2BNM00

WKN: A2BNM0

REUTERS-RIC: .ICFFCAL2

Reference Instrument: Fiat Chrysler Automobiles N.V., common shares

Reference Instrument ISIN: NL0010877643

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Fiat Chrysler Automobiles N.V., traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor long Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is -30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument" means Fiat Chrysler Automobiles N.V.

Asset Type: Ordinary Share

Currency: EUR

ISIN: NL0010877643

Bloomberg symbol: FCA IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(Lev \times \frac{Stock_t}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t - Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1
WT	Withholding-Tax, that is subtracted from the Dividend correction in case date t is an Ex-Dividend date. See section 3.2 for more information

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument suffers a 50% daily loss, the value of a factor long Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{\left(\left(Stock_T - (Div_t \times (1 - WT))\right) \times RFactorSS_t\right)} - 1 \leq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is -30% (-0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} - Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 60. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{60}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 20.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{20}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM00
Index-WKN	A2BNM0
Reuters-RIC	.ICFFCAL2
Index-Name	Fiat Chrysler Automobiles N.V. Leva 2 Long Daily Net Return EUR
Index-Type	Net Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
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Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	-30%
Reference Instrument-ISIN	NL0010877643
Reference Instrument-Name	Fiat Chrysler Automobiles N.V., ordinary share

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The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to Three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

Published by / Contact

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Index Methodology

***Fiat Chrysler Automobiles N.V.
Leva 2 Short Daily Gross Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Fiat Chrysler Automobiles N.V. Leva 2 short Daily Gross Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Fiat Chrysler Automobiles N.V. Leva 2 Short Daily Gross Return EUR

ISIN: DE000A2BNM18

WKN: A2BNM1

REUTERS-RIC: .ICFFCAS2

Reference Instrument: Fiat Chrysler Automobiles N.V., common shares

Reference Instrument ISIN: NL0010877643

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Fiat Chrysler Automobiles N.V. , traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor short Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is +30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument" means Fiat Chrysler Automobiles N.V.

Asset Type: Ordinary Share

Currency: EUR

ISIN: NL0010877643

Bloomberg symbol: FCA IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(-Lev \times \frac{Stock_t}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t + Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument gains a 50% daily increase, the value of a factor short Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{((Stock_T - Div_t) \times RFactorSS_t)} - 1 \geq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is +30% (+0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} + Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 140. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(-2 \times \frac{140}{(100 - (0)) \times 1} + (2 + 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 180.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{180}{(100 - (0)) \times 1} + (2 + 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM18
Index-WKN	A2BNM1
Reuters-RIC	.ICFFCAS2
Index-Name	Fiat Chrysler Automobiles N.V. Leva 2 Short Daily Gross Return EUR
Index-Type	Gross Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	+30%
Reference Instrument-ISIN	NL0010877643
Reference Instrument-Name	Fiat Chrysler Automobiles N.V., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to Three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

Published by / Contact

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Index Methodology

***Intesa Sanpaolo S.p.A.
Leva 2 Long Daily Net Return EUR***

Timestamp: 02nd September 2016

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Index Details:

Index Name: Intesa Sanpaolo S.p.A. Leva 2 Long Daily Net Return EUR

ISIN: DE000A2BNNB8

WKN: A2BNNB

REUTERS-RIC: .ICFISPL2

Reference Instrument: Intesa Sanpaolo S.p.A., common shares

Reference Instrument ISIN: IT0000072618

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

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The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor long Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is -30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument " means Intesa Sanpaolo S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0000072618

Bloomberg symbol: ISP IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(Lev \times \frac{Stock_t}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t - Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1
WT	Withholding-Tax, that is subtracted from the Dividend correction in case date t is an Ex-Dividend date. See section 3.2 for more information

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument suffers a 50% daily loss, the value of a factor long Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{\left((Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t \right)} - 1 \leq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is -30% (-0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} - Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 60. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{60}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 20.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{20}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNNA8
Index-WKN	A2BNNA
Reuters-RIC	.ICFISPL2
Index-Name	Intesa Sanpaolo S.p.A. Leva 2 Long Daily Net Return EUR
Index-Type	Net Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	-30%
Reference Instrument-ISIN	IT0000072618
Reference Instrument-Name	Intesa Sanpaolo S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

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Index Methodology

***Intesa Sanpaolo S.p.A.
Leva 2 Short Daily Gross Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Intesa Sanpaolo S.p.A. Leva 2 short Daily Gross Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Intesa Sanpaolo S.p.A. Leva 2 short Daily Gross Return EUR

ISIN: DE000A2BNNB6

WKN: A2BNNB

REUTERS-RIC: .ICFISPS2

Reference Instrument: Intesa Sanpaolo S.p.A., common shares

Reference Instrument ISIN: IT0000072618

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Intesa Sanpaolo S.p.A., traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor short Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is +30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"Fixing Price" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"Index Calculation Agent" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"Index Calculation Day" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"Index Calculation Fee" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"Index Currency" means EUR

"Index Fixing Value" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"Information Page" means <https://icf-markets.de/>

"Index Start Date" means 26th August 2016

"Index Start Value" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"Interest Rate" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"Leverage" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

“Market Disruption Event” means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument " means Intesa Sanpaolo S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0000072618

Bloomberg symbol: ISP IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(-Lev \times \frac{Stock_t}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t + Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument gains a 50% daily increase, the value of a factor short Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{((Stock_T - Div_t) \times RFactorSS_t)} - 1 \geq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is +30% (+0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} + Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 140. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(-2 \times \frac{140}{(100 - (0)) \times 1} + (2 + 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 180.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{180}{(100 - (0)) \times 1} + (2 + 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNNB6
Index-WKN	A2BNNB
Reuters-RIC	.ICFISPS2
Index-Name	Intesa Sanpaolo S.p.A. Leva 2 Short Daily Gross Return EUR
Index-Type	Gross Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	+30%
Reference Instrument-ISIN	IT0000072618
Reference Instrument-Name	Intesa Sanpaolo S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to Three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

Published by / Contact

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Index Methodology

***Telecom Italia S.p.A.
Leva 2 Long Daily Net Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR

ISIN: DE000A2BNM83

WKN: A2BNM8

REUTERS-RIC: .ICFTITL2

Reference Instrument: Telecom Italia S.p.A., common shares

Reference Instrument ISIN: IT0003497168

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Telecom Italia S.p.A, traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor long Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is -30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument" means Telecom Italia S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0003497168

Bloomberg symbol: TIT IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(Lev \times \frac{Stock_t}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t - Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1
WT	Withholding-Tax, that is subtracted from the Dividend correction in case date t is an Ex-Dividend date. See section 3.2 for more information

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument suffers a 50% daily loss, the value of a factor long Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{\left((Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t \right)} - 1 \leq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is -30% (-0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev - 1) \times IR_T + ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} - Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 60. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{60}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 20.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(Lev \times \frac{VWAP}{(Stock_T - (Div_t \times (1 - WT))) \times RFactorSS_t} - (Lev - 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{20}{(100 - (0 \times (1 - 0))) \times 1} - (2 - 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM83
Index-WKN	A2BNM8
Reuters-RIC	.ICFTITL2
Index-Name	Telecom Italia S.p.A. Leva 2 Long Daily Net Return EUR
Index-Type	Net Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	-30%
Reference Instrument-ISIN	IT0003497168
Reference Instrument-Name	Telecom Italia S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

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Index Methodology

***Telecom Italia S.p.A.
Leva 2 Short Daily Gross Return EUR***

Timestamp: 02nd September 2016

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1. General information

This Index Methodology outlines the general methodology used to calculate the Telecom Italia S.p.A. Leva 2 short Daily Gross Return EUR (hereinafter: the "Index"). It sets forth the parameters, composition and calculation of the Index as well as the relevant criteria in this respect. ICF BANK AG exercises the utmost diligence when calculating and publishing the Index, and in implementing the criteria set out in this Methodology.

ICF BANK AG neither warrants nor guarantees the accuracy of the Index or the parameters Reference Instrument its composition and calculation, nor does it assume any liability for losses resulting from the flawed configuration or calculation of the Index or any other ratios derived therefrom. ICF BANK AG is under no obligation to notify third parties, including investors and/or financial intermediaries, of any errors or omissions pertaining to the Index.

ICF BANK AG publishes the Index on its website at www.icf-markets.de. Publication of the Index constitutes neither investment advice nor a recommendation issued by ICF BANK AG to buy, sell or hold a given financial product. Specifically, the composition and calculation of the Index in no way represent a recommendation issued by ICF BANK AG to buy or sell individual, several or all Reference Instruments. This information does not constitute financial analysis within the meaning of § 34 b of the German Securities Trading Act (*Wertpapierhandelsgesetz*, "WpHG").

The statements contained in the following provide information relating to the composition and calculation of the Index.

The Index is calculated and published by ICF BANK AG. All rights to this Index are reserved to ICF BANK AG.

Index Details:

Index Name: Telecom Italia S.p.A. Leva 2 short Daily Gross Return EUR

ISIN: DE000A2BNM91

WKN: A2BNM9

REUTERS-RIC: .ICFTITS2

Reference Instrument: Telecom Italia S.p.A., common shares

Reference Instrument ISIN: IT0003497168

Index Calculation Agent: ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

Information Page: <https://icf-markets.de/>

2. Description and functioning

The Index is a factor Index. A factor Index uses a constant factor to track the daily percentage change in the market price of an Reference Instrument (e.g., an equity, an Index or a commodity) as compared to the most recent Fixing Price (as defined in section 2.1) of that Reference Instrument. The factor defines in which direction (whether the same or inverse) and what degree of leverage the factor Index reflects the daily price change of the Reference Instrument. In this case, the Index Reference Instrument is represented by the ordinary share of Telecom Italia S.p.A., traded on the Reference Exchange, as defined in Section 2.1.

To calculate the increase or decrease of the Index, a leverage- and a financing-component is used.

The leverage component reflects the change in price of the Reference Instrument between two Fixing Prices and transfers this movement (either positive or negative) onto the Index by multiplying the percentage of change with the assigned leverage. Thereby, a disproportionate effect on the value of the Index occurs. This leverage effect inherits the risk of an over proportional capital loss (“downside risk”).

For example: (excluding the financial component and events like dividends, corporate actions, etc.)

If a factor short Index has a factor of 2:

- a 5% increase in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index decreasing by $2 \times 5\%$.
- a 5% decrease in the price of the Reference Instrument (as compared to the latest Fixing Price), will result in the value of the Index increasing by $2 \times 5\%$.

The financial component contains the costs of borrowing money at a one-day rate (EONIA Rate, see Section 3 for more information) increased by a per annum rate (ICF Rate) that reflects the Index calculation fee.

The Index will be continuously calculated during the Reference Instrument trading hours on the Reference Exchange by the Index Calculation Agent. This means, that the Index will be re-calculated at every change in price of the Reference Instrument. The Index Calculation Agent will charge an annual fee of 0.7% p.a., which will be deducted daily (based on a year comprising 360 days), during the calculation of the Index.

For periods longer than one day, the compounding effect shall be taken into account. Indeed, returns on the Reference Instrument cannot simply be multiplied with the selected factor since the performance of the factor Index depends on each individual daily performance of the Reference Instrument. If the performance of a factor Index is compared against that of the Reference Instrument over a period longer than one day, the observed price trends will deviate not only for prices of the Reference Instrument which constantly rise or fall, but also for those which fluctuate.

2.1 Index definitions

The definitions below shall apply for the purposes of this Index description.

"**Barrier**" indicates the maximum permitted negative (in case of a long Index) or positive (in case of a short Index) change in price of the Reference Instrument compared to its most recent Fixing Value before an intraday Index adjustment takes place. In this Index, indicated by parameter P, the Barrier is +30%.

"**Derivatives Exchange**" are the main exchanges where options or futures of the Reference Instrument are traded.

"**Dividend**" shall mean the Dividend of the company, exclusive of which the Reference Instrument is traded on the reference exchange on the Ex-Dividend day.

"**Ex-Dividend Date**" means the Trading Day on which the Reference Instrument trades "Ex-Dividend" on the Reference Exchange.

"**Extraordinary Adjustment Event**" means any of the following events as they relate to the Reference Instrument:

- a. capital increase by way of the issue of new shares in return for contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special Dividends, share split, subdivision, consolidation or reclassification of the shares
- b. probable or definitive discontinuation of stock exchange trading in the shares as a result of a merger by absorption or new company formation or takeover of the company of the Reference Instrument by another company
- c. spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company
- d. any other event, which the Index Calculation Agent may at its reasonable discretion deem to have a comparable or similar impact on the calculation of the Factor Index in the event no adjustments were to be made

In case of securities representing shares (ADR/GDR) as the Reference Instrument, the following provisions shall additionally apply:

- e. any modification of the terms and conditions of the securities representing shares by their issuers
- f. discontinuation of the stock exchange quotation of the securities representing shares or of the shares underlying them
- g. insolvency of the issuer of the securities representing shares
- h. end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares

For ADRs and GDRs or any other securities representing shares and other Dividend-bearing securities (e.g. profit participation rights, participation certificates) as the Reference Instrument the provisions specified under (a) to (c) shall apply mutatis mutandis with respect to the Reference Instrument and the issuing company.

"**Fixing Price**" of the Reference Instrument for an Index Calculation Day is – subject to an Extraordinary Adjustment to the calculation of the Index in accordance with section 3 – the official closing price, or for Italian stocks underlyings the reference closing price (“prezzo di riferimento”) of the Reference Instrument, as determined and published for that day by the Reference Exchange. If an Index Calculation Day falls on a day which is not a Trading Day, the Fixing Price of the immediately preceding Index Calculation Day shall continue to apply. If no Fixing Price for the Reference Instrument is determined or published on a Trading Day, the Index Calculation Agent shall determine the Fixing Price of the Reference Instrument for that day on the basis of the most recent prices set for the Reference Instrument at its due discretion.

"**Index Calculation Agent**" means ICF BANK AG, Kaiserstrasse 1, 60311 Frankfurt, Germany

"**Index Calculation Day**" means every day from Monday to Friday except holidays on which the Reference Exchange is closed

"**Index Calculation Fee**" is 0.7% per annum. The Index Calculation Fee is charged each calendar day, beginning as of the Index Start Date. It is calculated on the basis of a 360-day year and the most recently calculated Index Closing Value.

"**Index Currency**" means EUR

"**Index Fixing Value**" is calculated for each Index Calculation Day by the Index Calculation Agent in accordance with section 3 of this Index description on the basis of the Reference Price (“prezzo di riferimento”) of the Reference Instrument for this Index Calculation Day and published in accordance with section 4.1 of this Index description.

"**Information Page**" means <https://icf-markets.de/>

"**Index Start Date**" means 26th August 2016

"**Index Start Value**" is 100 Index points and represents the Index Closing Value on Index Calculation Day T=0 for the purposes of calculating the Index in accordance with Section 3 of this document

"**Interest Rate**" means EONIA. EONIA (Euro Over Night Index Average) is a weighted average interest rate for overnight interbank money calculated act/360 by the European Central Bank since 4 January 1999 on the basis of effective turnover. If the Interest Rate is not set or published on an Index Calculation Day, the Interest Rate applied on the immediately preceding Index Calculation Day is used to calculate the Index in accordance with section 3 of this document. If the Interest Rate has neither been set nor published for ten consecutive Index Calculation Days, the Index Calculation Agent has the right and obligation to stipulate in its reasonable discretion an alternative relevant Interest Rate which has functions comparable to the previous Interest Rate.

"**Leverage**" describes the impact, that a change in the price of the Reference Instrument has on the relevant factor Index. The leverage on this Index is 2. See Lev parameter in section 3.

"**Market Disruption Event**" means each of the following events:

- a) the failure of the Reference Exchange to open for trading during its regular trading sessions
- b) the suspension or restriction of trading in the Reference Instrument on the Reference Exchange
- c) in general the suspension or restriction of trading in a Derivative of the Reference Instrument on the Derivatives Exchange

"Reference Exchange" means Borsa Italiana S.p.A. – LSE Group

"Reference Instrument" means Telecom Italia S.p.A.

Asset Type: Ordinary Share

Currency: EUR

ISIN: IT0003497168

Bloomberg symbol: TIT IM EQUITY

"Reference Instrument Price" corresponds at any time during the trading period on the Reference Exchange to the price of the Reference Instrument

"Trading Day" means every day on which the Reference Instrument is traded on the Reference Exchange.

"VWAP" means volume weighted average price of the Reference Instrument. See section 3.1 of this document

"Withholding-Tax" shall be 26.00% on the Index Start Date. The Index Calculation Agent may change the Withholding-Tax Factor at its due discretion on any Index Calculation Day with prospective effect, if the relevant tax law applicable to the Index Calculation Agent changes, resulting in a change in the amount of the – after tax – Dividend virtually accruing to it. Check <https://icf-markets.de/> for current Withholding-Tax value.

2.2 Daily chaining

As mentioned in Section 2, the value of a factor Index is calculated by applying, on a daily basis, the corresponding leverage- and financial component to the daily change in the Reference Instrument. The Index is calculated on the basis of the change in the price of the Reference Instrument as compared to its most recent Fixing Price, which, in this case, will be represented by the “prezzo di riferimento” which is calculated at closing and published by the Reference Exchange. Thus every new fixing price for the Reference Instrument represents a new reference price, which serves as the basis for calculating the percentage variation in underlying Fixing Price and apply the daily constant leverage factor, according to the index calculation methodology described in the present document, in order to derive the fixing value of the index. This daily adjustment of the factor Index is automatic and is known as chaining.

3. Index calculation

The Index will be calculated on the basis of the following formula:

Leverage Component:

$$Index_T \times \left(-Lev \times \frac{Stock_t}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Calculation:

$$Index_t = Leverage Component_t + Financial Component_t$$

The calculation formula is using the following parameters:

Parameter	Description
t	Represents the current calculation date
T	Represents the last fixing date, which is the date of the last closing price, represented by the “prezzo di riferimento”, as calculated and published by the Reference Exchange
Index _t	Current Index level at calculation time t
Index _T	Recent Index fixing level as described in Section 2.2
Stock _t	Last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t
Stock _T	Last Reference Instrument Fixing Price as described in Section 2.2
D _{t,T}	Number of calendar days between T and t
IR _T	EONIA Rate (Euro Over Night Index Average), describes an overnight-loanrate that is determined by the European Central Bank. The value of IR _T always equates the EONIA Rate of date T
ICF _T	Index calculation fee which is charged by the Index Calculation Agent
Lev	Leverage (see definition in section 2.1)
Div _t	Dividend correction, that equates the gross Dividend amount paid by the Reference Instrument on Ex-Dividend date t. If date t is not an Ex-Dividend date, this parameter has a value of 0. See Section 3.2 for more information
RFactorSS _t	Represents the factor of a potential corporate action event of the Reference Instrument on date t. See Section 3.3 for more information. If date t is not a corporate action date, this parameter has a value of 1

3.1 Intraday rebalancing

If, for instance, the price of the Reference Instrument gains a 50% daily increase, the value of a factor short Index with a factor of 2 would have to drop to zero (total loss) since the factor Index would also double its losses. In order to counteract a total loss, factor indices feature a Barrier (represented by the parameter P), which triggers an intraday Index adjustment if the Reference Instrument reaches or falls below it.

In the event of an intraday rebalancing, new fixing values for the Index and the Reference Instrument calculated and therefore, a new day is simulated from which the ongoing calculation continues. The consequence is that the negative daily return for the factor Index is attenuated. However, if the calculated price of the index is significantly low, this can result in an intraday loss which, in economic terms, closely approximates a total loss.

The condition for triggering an intraday adjustment is as follows:

$$\frac{Stock_t}{((Stock_T - Div_t) \times RFactorSS_t)} - 1 \geq P$$

Whereby the parameter P represents the Barrier.

In this case, the value of P is +30% (+0.3).

In case of an intraday adjustment, the calculation of the Index is interrupted for half an hour (30 minutes) period, excluding the time of any Market Disruption Event. For this half an hour trading time calculation break, a volume weighted average price (VWAP) will be defined. The determined VWAP will then be used as new fixing value for the Reference Instrument in the continued calculation. Given the case, a rebalancing event occurs less than 30 minutes before market close, the calculation period for the VWAP will be prolonged into the next trading day, until the 30 minutes trading time window from the past trading day is completed. Note that the half an hour trading time window refers to 30 minutes of trading on the Reference Exchange. If the Reference Instrument is, for example, currently suspended, this does not add to the 30 minutes of trading time. Then the VWAP time will be prolonged until 30 minutes of trading time is reached.

For example, if an intraday adjustment is triggered at 03:28:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 03:29:00 p.m. CET and 03:58:59 p.m. CET. At 03:59:00 p.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values.

For example, if an intraday adjustment is triggered at 05:21:15 p.m. CET (given that the Index calculation continues until 05:35:00 p.m. CET), the ongoing calculation of the Index immediately stops. The VWAP relevant calculation time then will include the timespan between 05:22:00 p.m. CET and 09:16:59 a.m. CET of the following trading day. At 09:17:00 a.m. CET the new fixing values for the Index and the Reference Instrument are calculated. Afterwards, the ongoing calculation will continue with the new fixing values. In case of an overnight rebalancing, there will not be the regular fixing described in Section 2.2

After the 30 minute calculation break, new fixing values will be calculated as follows:

New Index Fixing value

Leverage Component^{new}:

$$Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - (Div_t)) \times RFactorSS_t} + (Lev + 1) \right)$$

Financial Component^{new}:

$$Index_T \times \left(\frac{(Lev + 1) \times IR_T - ICF_T}{360} \right) \times D_{t,T}$$

Index Fixing value^{new}:

$$Index_T^{new} = Leverage\ Component^{new} + Financial\ Component^{new}$$

New Reference Instrument Fixing value

$$Stock_T^{new} = VWAP$$

After the calculation of the new fixing values, the suffix “new” shall be dropped from all relevant quantities, and the ongoing calculation of the new index values continues as described in Section 3.

Note the following: While calculating the new fixing values, $D_{t,T}$ is still the difference in days between the actual calculation date t and the recent most fixing date T . After the ongoing fixing is completed, date T becomes the same date as the actual calculation date and therefore, when continuing the ongoing calculation, the value of $D_{t,T}$ is 0.

Also note, that after an intraday adjustment, a potential correction of the Index level because of Dividend or corporate action (See Section 3.2 and Section 3.3 for more information) will be set to 0 for Parameter Div_t and 1 for Parameter $RFactorSS_t$ after calculation of the new fixing values, because the newly calculated fixing is, for example, already Ex-Dividend.

3.2 Dividend Index Adjustments

In case date t is an Ex-Dividend day, a Dividend Index Adjustment is triggered. Therefore, the index calculation described in Section 3 will be influenced by the parameters Div_t and WT . While the parameter Div_t represents the correction of the Reference Underlying price by the paid Dividend, the parameter WT represents the withholding-tax, being payed as a government requirement for the payer of an item of income to withhold or deduct tax from the payment, and pay that tax to the government.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

3.3 Extraordinary Index Adjustments

On date t , for any “unforeseeable cases” not described under the present index rule, an extraordinary Index Adjustment is triggered. The Index Calculation Agent will generally modify the Index calculation by correcting at its due discretion the relevant Fixing Price for the Reference Instrument on Index Calculation Day t , taking into account all available information and client’s best interest, in order to factor into the Index calculation, the adjustments made on the Reference Exchange to the Reference Instrument traded there.

The Index Calculation Agent may also adapt the Index Calculation in some other manner if it deems this necessary in its due discretion in order to account for differences between this Factor Index and the Reference Instrument. Such adjustments may in particular relate to the Reference Instrument being replaced by a basket of shares, securities representing shares or other Dividend-bearing securities or in the event of a merger by an appropriate number of shares, securities representing shares or other Dividend-bearing securities issued by the absorbing or newly formed company and where necessary stipulating a different Reference Exchange and Reference Instrument Price.

The list of extraordinary adjustment events listed in section 2.1 is not exhaustive.

A deciding factor is whether the Derivatives Exchange considers it expedient to adjust the contract size, an underlying or involving the relevant Reference Exchange which determines the price of the Reference Instrument. If neither futures nor options linked to the Reference Instrument are traded on the Derivatives Exchange, the adjustment shall be made in such a manner in which the Derivatives Exchange would do so if corresponding futures or options were traded there. If doubts arise in this event relating to the application of the modification rules of the Derivatives Exchange, the Index Calculation Agent shall decide such questions in its reasonable discretion. The rules and regulations of the Derivatives Exchange shall apply in addition to the provisions set out above.

In the event the company issuing the Reference Instrument underlying the Factor Index is liquidated or insolvency, winding-up or similar proceedings are instituted against the assets of the company or of the possibility that such proceedings will be opened becomes known, the price of the Reference Instrument will continue to be factored into the Index Calculation for as long as the price of the Reference Instrument continues to be determined on the Reference Exchange. However, if pricing in such a case is temporarily or permanently suspended, the leverage component remains unchanged and the Index Level will be determined solely on the basis of the other components of the Index formula.

Therefore, the Index calculation described in Section 3 will be influenced by the parameter $R_{FactorSS_t}$. For example, if a split takes place with a stock split rate of 0.5, the Reference Instrument loses half of its value on date t . Therefore, to retain the Index level uninfluenced by the loss of value caused by the split, the parameter $R_{FactorSS_t}$ has to hold a value of 0.5. In case date t holds an Extraordinary Index Adjustment and also a Corporate Action event, the Extraordinary Index Adjustment will always be performed before taking the Corporate Action event into calculation.

If date t is not an Ex-Dividend day, the value of the Parameters Div_t and WT is 0.

The Index Calculation Agent defines in its reasonable discretion the adjustment method to be applied and published it by the means of a notice on <https://icf-markets.de/>.

3.4 Index Split / Reverse Split Adjustments

On the 1st Friday of each month, the Index is reviewed regarding qualification for an Index Split or a Reverse Split. If the 1st Friday of the month is not a trading day, the following trading day after the 1st Friday of the month will be used for review.

If, on this trading day, the most recent Index fixing value has reached a level above 1000 Points, the Index qualifies for an Index split. If the Index has reached a level below 10, the Index qualifies for an Index Reverse Split.

In case of a qualification for an Index Split or an Index reverse split, the Index fixing value of the 3rd Friday, that is used for the ongoing calculation of the Index on the next trading day, will be unscaled, but will then be divided by 10 in case of Index Split (or multiplied by 10 for a reverse split) during the ongoing Index calculation of the next trading day. Therefore, the fixing value of the Index of the trading day after the 3rd Friday will be a scaled fixing value.

Modification of Index fixing value during a Split

$$Index_T = \frac{Index_T}{10}$$

Modification of Index fixing value during a Reverse-Split

$$Index_T = Index_T \times 10$$

In case the 3rd Friday of the month is not a trading day, the implementation will take place on the following trading day after the 3rd Friday of the month. Respectively, the Index fixing value of the next trading day after the 3rd Friday, that is used for the ongoing calculation of the Index on the second trading day after the 3rd Friday, will be divided by 10 in case of Index split (or multiplied by 10 for a reverse split) during the ongoing calculation of the Index. Therefore, the fixing value of the Index of the second trading day after the 3rd Friday will be the newly scaled fixing value.

3.5 Impossibility to complete intraday rebalancing:

In case the Index fixing value would become negative after an intraday rebalancing event, the Index level will be fixed at 0.0001. This Index level will continue to be broadcasted for 4 weeks after the reset occurred. Subsequently the Index will be discontinued.

The Index fixing value will become negative after an intraday rebalancing event, if the obtained VWAP (see Section 3.1) is significantly lower, so that the calculated Index fixing value will be negative and therefore, cannot reach a positive value anytime in the future.

Example:

Given the most recent fixing of the Reference Instrument $Stock_T$ has a value of 100. Date t is not an Ex-Dividend day neither a corporate action date. The most recent calculated fixing value of the Index is 400 Points. During the 1-hour observation period calculated VWAP is 140. The leverage Factor is 2.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(-2 \times \frac{140}{(100 - (0)) \times 1} + (2 + 1) \right) = 80$$

The newly calculated Index fixing is a positive value.

Now given the same values, except the value of the calculated VWAP, which is 180.

Calculating the Index fixing value (leaving aside the financial component):

$$Index_T = Index_T \times \left(-Lev \times \frac{VWAP}{(Stock_T - Div_t) \times RFactorSS_t} + (Lev + 1) \right)$$
$$Index_T = 400 \times \left(2 \times \frac{180}{(100 - (0)) \times 1} + (2 + 1) \right) = -240$$

The newly calculated Index fixing value is negative and can therefore no longer become positive.

4. Index parameters

Parameter	Value
Index-ISIN	DE000A2BNM91
Index-WKN	A2BNM9
Reuters-RIC	.ICFTITS2
Index-Name	Telecom Italia S.p.A. Leva 2 Short Daily Gross Return EUR
Index-Type	Gross Return
Index-Leverage	2
Index-Currency	EUR
Index-Starting Value	100 Points
Index-Starting Date	26.08.2016
Index-Starting Time	09:00 a.m. CET
Index-Ending Time	05:35 p.m. CET
Index-Calculation Fee	0.7% p.a.
Index-Withholding Tax	26.00% (Timestamp: 18.08.2016)
Barrier	+30%
Reference Instrument-ISIN	IT0003497168
Reference Instrument-Name	Telecom Italia S.p.A., ordinary share

4.1 Publications

ICF BANK AG publishes the Index on its website at www.icf-markets.de and on Reuters. ICF BANK AG also publishes all information it deems relevant to the current calculation of the Index on its website.

4.2 Prices and frequency of Index calculation

ICF BANK AG calculates the Index each exchange trading day on the Reference Exchange, taking into account the last traded share price of the Reference Instrument, traded on the Reference Exchange at calculation time t . If no last traded share price is available during the calculation period, the Index is calculated using the most recently available last traded share price.

The Index is calculated each stock exchange day at a minimum of once per minute between 09:00 a.m. CET and 05:35 p.m. CET, except in the case of disruptions in ICF BANK AG's data or price feeds which prevent ICF BANK AG from calculating and/or publishing the Index. ICF BANK AG will promptly make any corrections to the Index deemed necessary and publish it on its website at www.icf-markets.de and on Reuters.

The Index is calculated in **points**.

5. Authorisation/licences

Use of the Index as an underlying for derivative financial products must be authorised by separate agreement with the ICF BANK AG.

6. Rounding

If the Index is below 10 Points, the Index will be rounded to four decimal points.

If the Index is above or equal 10 Points and below 100 Points, the Index will be rounded to Three decimal points. If the Index is equal or above 100 Points, the Index will be rounded to two decimal points.

7. Interruption or suspension of trading

The Index is not calculated in the event a Market Disruption Event occurs.

8. Annex

Published by / Contact

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CONDITIONS OF THE SECURITIES

General Information

Part A – General Conditions of the Securities (the "**General Conditions**") must be read together with Part B – Product and Underlying Data (the "**Product and Underlying Data**") as well as Part C – Special Conditions of the Securities (the "**Special Conditions**") (together, the "**Conditions**"). A completed version of the Conditions describes the Terms and Conditions of the respective Tranche of Securities which are part of the relevant Global Note.

The Special Conditions are divided into the Special Conditions which apply for particular product types and Special Conditions which apply for all product types.

For each Tranche of Securities the Final Terms will be published as a separate document and will contain:

- (a) information on the relevant options contained in the General Conditions,
- (b) a consolidated version of the Product and Underlying Data,
- (c) a consolidated version of the Special Conditions,

reflecting the Terms and Conditions of the Securities.

A consolidated version of the General Conditions may be delivered together with the relevant Final Terms. Such consolidated General Conditions will not be part of the relevant Final Terms, neither as an annex nor as an integral part of the Final Terms and such consolidated General Conditions will not be filed with or sent to any competent authority.

Structure of the Conditions

Part A – General Conditions of the Securities

- § 1 Form, Clearing System, Global Note, Custody
- § 2 Principal Paying Agent, Paying Agent, Calculation Agent
- § 3 Taxes
- § 4 Status
- § 5 Substitution of the Issuer
- § 6 Notices
- § 7 Issuance of additional Securities, Repurchase
- § 8 Presentation Period
- § 9 Partial Invalidation, Corrections
- § 10 Applicable Law, Place of Performance, Place of Jurisdiction
- [§ 11 Waiver Right]

Part B – Product and Underlying Data

Part C – Special Conditions of the Securities

[Special Conditions that apply for particular product types]

Product Type 1: Discount Securities

- [§ 1 Definitions
- § 2 Interest
- § 3 Redemption
- § 4 Redemption Amount]

Product Type 2: Bonus Securities

Product Type 3: Bonus Cap Securities

Product Type 4: Reverse Bonus Cap Securities

Product Type 5: Top Securities

- [§ 1 Definitions
- § 2 Interest[, Additional Amount]
- § 3 Redemption
- § 4 Redemption Amount]

Product Type 6: Closed End Securities

Product Type 7: Closed End Leverage Securities

Product Type 8: Open End Securities

Product Type 9: Open End Leverage Securities

- [§ 1 Definitions
- § 2 Interest
- § 3 Redemption[, Dividend Payment]
- § 4 Redemption Amount[, Dividend Amount]

Product Type 10: Express Securities

Product Type 11: Express Plus Securities

Product Type 12: Express Securities with Additional Amount

[§ 1 Definitions

§ 2 Interest[, Additional Amount]

§ 3 Redemption, Automatic Early Redemption

§ 4 Redemption Amount, Early Redemption Amount]

Product Type 13: Reverse Convertible Securities

Product Type 14: Barrier Reverse Convertible Securities

Product Type 15: Express Barrier Reverse Convertible Securities

[§ 1 Definitions

§ 2 Interest[, Additional Amount]

§ 3 Redemption[, Automatic Early Redemption]

§ 4 Redemption Amount[,Early Redemption Amount]

Product Type 16: Cash Collect Securities

[§ 1 Definitions

§ 2 Interest, Additional Amount

§ 3 Redemption

§ 4 Redemption Amount]

[Special Conditions that apply for all product types:]

§ 5 [Redemption Right of the Security Holders, Issuer's Regular Call Right,] [Issuer's Extraordinary Call Right]

§ 6 Payments[, Deliveries]

§ 7 Market Disruptions

[In the case of Securities linked to a share or a depository receipt, the following applies:]

§ 8 Adjustments, Replacement Specification]

[In the case of Securities linked to an index, the following applies:]

§ 8 Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification]

[In the case of Securities linked to a commodity, the following applies:]

§ 8 Relevant Trading Conditions, Adjustments, Replacement Reference Market]

[In the case of Quanto Securities with physical delivery and in the case of Compo Securities, the following applies:]

§ 9 New Fixing Sponsor, Replacement Exchange Rate]

Part A – General Conditions of the Securities

PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "General Conditions")

§ 1

Form, Clearing System, Global Note, Custody

[In the case of Securities without Nominal Amount, the following applies:

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank AG (the "**Issuer**") will be issued as [notes] [certificates] in bearer form pursuant to these Terms and Conditions in the Specified Currency.]

[In the case of Securities with Nominal Amount, the following applies:

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank AG (the "**Issuer**") will be issued as [notes] [certificates] in bearer form pursuant to these Terms and Conditions with a Nominal Amount in the Specified Currency.]

[In the case of Securities with a Permanent Global Note from the Issue Date, the following applies:

- (2) *Permanent Global Note:* The Securities are represented by a permanent global note (the "**Global Note**") without interest coupons, which bears the manual or facsimile signatures of two authorised signatories of the Issuer. The Security Holders are not entitled to receive definitive Securities. The Securities as co-ownership interests in the Global Note may be transferred pursuant to the relevant regulations of the Clearing System. [In the case of interest-bearing Securities, the following applies: The right to receive interest is represented by the Global Note.]]

[In the case of Securities with a Temporary Global Note which will be exchangeable for a Permanent Global Note, the following applies:⁶

- (2) *Temporary Global Note, Exchange:* The Securities are initially represented by a temporary global note (the "**Temporary Global Note**") without interest coupons. The Temporary Global Note will be exchangeable for a permanent global note without interest coupons (the "**Permanent Global Note**", and, together with the Temporary Global Note, the "**Global Notes**") on or after the 40th day after the Issue Date (the "**Exchange Date**") only upon delivery of certifications, to the effect that the beneficial owner or owners of the Securities represented by the Temporary Global Note is not a U.S. person or are not U.S. persons (other than certain financial institutions or certain persons holding Securities through such financial institutions) (the "**Non-U.S. Beneficial Ownership Certificates**"). The Global Notes bear the manual or facsimile signatures of two authorised representatives of the Issuer [In the case of

⁶ The text found in § 1(2) is known as the "TEFRA D legend". This footnote provides a very brief synopsis of the so-called Excise Tax Exemption (formerly known as TEFRA) rules under the tax code of the United States of America ("U.S."). Generally, debt instruments in non-registered form (bearer securities) which have a maturity of longer than 365 days may be subject to U.S. tax penalties if the issuance of such instruments does not comply with either the TEFRA C or TEFRA D rules. TEFRA C is highly restrictive and may be used only if, among other things, the instruments will not be offered or issued to persons in the U.S. and its possessions, as defined under the U.S. Internal Revenue Code, and the issuer does not "significantly engage in interstate commerce with respect to the issuance." In this case a TEFRA legend is not required. The TEFRA D rules, which are more mechanical than the TEFRA C rules, impose, during a "restricted period", certain restrictions on (i) the offer and sale of the instruments to "U.S. persons" or to persons within the U.S. and its possessions and (ii) the delivery of the instruments in the U.S. The TEFRA D rules also generally require that the owner of an instrument certify as to non-U.S. beneficial ownership and that the instrument contain a "TEFRA D legend" with specific language on its face. Compliance with TEFRA D provides for a safe harbour if instruments are inadvertently issued to U.S. persons. To the extent that Securities have debt characteristics, such as "principal protection", TEFRA C and TEFRA D rules may apply. IF THERE IS ANY DOUBT WHETHER A SECURITY MAY BE CONSIDERED DEBT, U.S. LEGAL AND TAX COUNSEL MUST BE CONSULTED.

an Issuing Agent, the following applies: as well as the manual signature of a control officer of the Issuing Agent]. [If CBL and Euroclear Bank are specified as Clearing System, the following applies: The details of such exchange shall be entered into the records of the ICSDs.] The Security Holders are not entitled to receive definitive Securities. The Securities as co-ownership interests in the Global Notes may be transferred pursuant to the relevant regulations of the Clearing System. [In the case of interest-bearing Securities, the following applies: The right to receive interest is represented by the Global Note.]]

"**U.S. persons**" means such persons as defined in *Regulation S* of the *United States Securities Act of 1933* and particularly includes residents of the United States as well as American stock corporations and private companies.]

[In the case of Securities, where CBF is specified in the Final Terms as Clearing System, the following applies:

- (3) *Custody:* The Global Note will be kept in custody by Clearstream Banking AG, Frankfurt am Main ("CBF").]

[In the case of Securities, where CBL and Euroclear Bank is specified in the Final Terms as Clearing System, the following applies:

- (3) *Custody:* The Global Notes will be issued in classical global note form and will be kept in custody by a common depository on behalf of both ICSDs.]

[In the case of Securities, where Euroclear France is specified in the Final Terms as Clearing System, the following applies:

- (3) *Custody:* The Global Note will be kept in custody by or on behalf of the Clearing System.]

[In the case of Securities, where Euroclear Bank or another Clearing System is specified in the Final Terms, the following applies:

- (3) *Custody:* The Global Note will be kept in custody by or on behalf of the Clearing System.]

§ 2

Principal Paying Agent, Paying Agent, Calculation Agent

- (1) *Paying Agents:* The "**Principal Paying Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] [Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom] [*Insert name and address of other paying agent*]. [The French Paying Agent for Euroclear France S.A. is CACEIS Bank S.A., 1-3 rue place Valhubert, 75206 Paris Cedex 13, France (the "**French Paying Agent**").] The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich] [*Insert name and address of other calculation agent*].
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent[, French Paying Agent] or Calculation Agent being unable to continue in its function as Principal Paying Agent[, French Paying Agent] or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent[, French Paying Agent] or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent[, French Paying Agent] or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent[, the French Paying Agent], the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Security Holders. The Principal Paying Agent[, the French Paying Agent] and the Paying

Agents shall be exempt from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

§ 3

Taxes

No gross up: Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected (the "**Taxes**") under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, to the extent that such deduction or withholding is required by law. The Issuer shall report on the deducted or withheld Taxes to the competent government agencies.

§ 4

Status

The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, *pari passu* with all other unsecured unsubordinated present and future obligations of the Issuer.

§ 5

Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
 - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
 - (b) the Issuer and the New Issuer have obtained all necessary authorizations and may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities,
 - (c) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution and
 - (d) the Issuer guarantees proper payment of the amounts due under these Terms and Conditions.

For purposes of this § 5 (1) "**Affiliate**" means an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*).

- (2) *Notice:* Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (3) *References:* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes shall be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

§ 6

Notices

To the extent these Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website for Notices (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Security Holders through such publication unless the notice provides for a later effective date. If and to the extent that binding provisions of effective law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

§ 7

Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "*Securities*" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

§ 8

Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 BGB is reduced to ten years for the Securities.

§ 9

Partial Invalidity, Corrections

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors:* Obvious typing and calculation errors or similar obvious errors in these Terms and Conditions entitle the Issuer to rescission vis-à-vis the Security Holders. The rescission must be declared without undue delay upon obtaining knowledge of such cause for rescission in accordance with § 6 of the General Conditions. Following such rescission by the Issuer, the Security Holder can instruct his depository bank to submit a duly completed redemption declaration to the Principal Paying Agent on a form available there and by giving all information and declarations required by the form (the "**Redemption Declaration**") and demand the refunding of the Acquisition Price against transfer of the Securities to the account of the Principal Paying Agent with the Clearing System. The Issuer will until at the latest 30 calendar days after receipt of the Redemption Declaration or the Securities by the Principal

Paying Agent (whatever is the later date) make the Acquisition Price available to the Principal Paying Agent, which will transfer it to the account listed in the Redemption Declaration. With the payment of the Acquisition Price all rights deriving from the submitted Securities cease to exist.

- (3) *Offer to continue:* The Issuer may combine the declaration of rescission pursuant to paragraph (2) above with an offer to continue the Securities under amended terms and conditions. The Security Holders will be informed of such an offer as well as the amended provisions together with the declaration of rescission in accordance with § 6 of the General Conditions. Such an offer is deemed to be accepted by the Security Holder (with the effect that the consequences of the rescission do not become effective) if the Security Holder does not within four weeks after the offer becoming effective pursuant to § 6 of the General Conditions demand the repayment of the Acquisition Price by submitting a duly completed Redemption Declaration via his depository bank to the Principal Paying Agent and the transfer of the Securities to the account of Principal Paying Agent with the Clearing System in accordance with paragraph (2) above. The Issuer will refer to this effect in the notice.
- (4) *Acquisition Price:* As used in paragraphs (2) and (3) above, the "**Acquisition Price**" is the actual acquisition price paid by each Security Holder (as stated and confirmed in the Redemption Declaration) or the weighted arithmetic mean of the trading prices of the Securities, as determined by the Issuer in its reasonable discretion (§ 315 BGB), on the Banking Day preceding the declaration of rescission pursuant to paragraph (2) above, respectively, depending on which of these amounts is the higher one. If a market disruption pursuant to § 7 of the Special Conditions exists on the Banking Day preceding the declaration of rescission pursuant to paragraph (2) above, the last Banking Day preceding the rescission pursuant to paragraph (2) above on which no market disruption existed shall be decisive for the determination of the Acquisition Price in accordance with the preceding sentence.
- (5) *Incomplete or inconsistent provisions:* The Issuer is entitled to correct or amend incomplete or inconsistent provisions in these Terms and Conditions in its reasonable discretion (§ 315 BGB). Only corrections and amendments that are reasonable for the Security Holders taking into account the interests of the Issuer and that in particular do not materially impair the legal and financial situation of the Security Holders will be permitted. The Security Holders will be informed of such corrections and supplementations pursuant to § 6 of the General Conditions.
- (6) *Adherence to corrected Terms and Conditions:* If the Security Holder was aware of typing or calculation errors or similar errors in these Terms and Conditions when purchasing the Securities, the Issuer is entitled to adhere to the Terms and Conditions amended accordingly irrespective of paragraphs (2) to (5) above.

§ 10

Applicable Law, Place of Performance, Place of Jurisdiction

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany.
- (2) *Place of performance:* Place of performance is Munich.
- (3) *Place of jurisdiction:* To the extent permitted by law, all legal disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the court in Munich.

[§ 11

Waiver Right

Waiver Right: Each Security Holder has the right to waive to the automatic exercise of the exercise right of the Securities held by it (subject as set out below). In this case, a duly completed waiver notice (a "**Waiver Notice**") must be delivered by facsimile to the Issuer prior to 10.00 a.m., Munich local time, on the Final Observation Date at the facsimile number set out in the section of the Base Prospectus titled Conditions of the Securities under "Form of Waiver Notice". The Security Holder must deliver the completed Waiver Notice to its depository bank which will be in charge of sending it by facsimile to the Issuer.

In the event that a Security Holder does not perform its obligations and so deliver, where applicable, a duly completed Waiver Notice in accordance with the provisions hereof, such Securities shall be exercised automatically and shall be repaid in the manner set out in the Terms and Conditions of these Securities, and the Issuer's obligations in respect of such Securities shall be discharged and no further liability in respect thereof shall attach to the Issuer.

The number of Securities specified in the Waiver Notice must be a multiple of the minimum exercise amount, otherwise such number of Securities so specified shall be rounded down to the preceding multiple of the minimum exercise amount and the Waiver Notice shall not be valid in respect of the Securities exceeding such rounded number of Securities.

The Issuer will, in its reasonable discretion (§ 315 BGB), determine whether the above conditions are satisfied and its determination will be final, conclusive and binding on the Issuer and on the Security Holder.

The Waiver Notice is irrevocable.

Neither the Principal Paying Agent nor the Issuer shall apply any charge for the renouncement to the exercise of the Securities. Any other taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties which may arise in connection with the renouncement of any Securities are payable by the Security Holders.]

Part B – Product and Underlying Data

PART B – PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

§ 1

Product Data

[Insert following Product Data in alphabetical or other order and/or in the form of a table⁷ (in particular by Multi-Series Issuances):]

[Additional Amount (k): *[Insert]*

[Additional Amount (m): *[Insert]*

[Additional Amount (l): *[Insert]*

[Additional Amount Payment Date (k): *[Insert]*

[Additional Amount Payment Date (m): *[Insert]*

[Additional Amount Payment Date (l): *[Insert]*

[Additional Amount Payment Factor (k): *[Insert]* [[maximum] [minimum] *[Insert]*%]
[between *[Insert]*% and *[Insert]*% [(indicative at *[Insert]*%)]

[Additional Amount Payment Factor (m): *[Insert]* [[maximum] [minimum] *[Insert]*%]
[between *[Insert]*% and *[Insert]*% [(indicative at *[Insert]*%)]

[Additional Amount Payment Level (k): *[Insert]*

[Additional Amount Payment Level (m): *[Insert]*

[Adjustment Factor: *[Insert]*

[Aggregate Nominal Amount of the Series: *[Insert]*

[Banking Day: *[Insert]*

[Banking Day Financial Centre: *[Insert]*

[Barrier: *[Insert]*

[Barrier Level: *[Insert]* [[maximum] [minimum] *[Insert]*%] [between *[Insert]*% and *[Insert]*%]
[(indicative at *[Insert]*%)]

[Barrier Observation Date[s]: *[Insert]*

[Bonus Amount: *[Insert]*

[Bonus Level: *[Insert]*] **[Cap:** *[Insert]*

[Cap Level: *[Insert]*

[Commodity: *[Insert]*

[Designated Maturity: *[Insert]*

[Early Maturity Date (k): *[Insert]*

[Early Redemption Amount [(k): *[Insert]*

[Early Redemption Factor (k): *[Insert]* [[maximum] [minimum] *[Insert]*%] [between
[Insert]% and *[Insert]*% [(indicative at *[Insert]*%)]

[Early Redemption Level (k): *[Insert]*

⁷ Several consecutively numbered tables may be provided in the Final Terms depending on the product type.

[Expiry Date [(Data di Scadenza)]: [Insert]]
[Factor: [Insert]]
[Factor Type: [Insert]]
[Final Observation Date[s]: [Insert]]
[Final Redemption Amount: [Insert]]
[Final Redemption Factor: [Insert] [[maximum] [minimum] [Insert]%) [between [Insert]%
and [Insert]% [(indicative at [Insert]%)]]
[Final Redemption Level: [Insert]]
[First Call Date: [Insert]]
[First Day of the Barrier Observation Period: [Insert]]
[First Day of the Best-out Period: [Insert]]
[First Day of the Worst-out Period: [Insert]]
[First Redemption Date: [Insert]]
First Trade Date: [Insert]
[Fixing Sponsor: [Insert]]
[FX Exchange Rate: [Insert]]
[FX Exchange Rate (1): [Insert]]
[FX Exchange Rate (2): [Insert]]
[FX Screen Page: [Insert]]
[FX Observation Date (final): [Insert]]
[FX Observation Date (initial): [Insert]]
[FX Screen Page: [Insert]]
[Gap Risk Fee in %: [Insert]]
[Index Calculation Fee in %: [Insert]]
[Initial Observation Date[s]: [Insert]] [Interest Commencement Date: [Insert]]
[Interest End Date: [Insert]]
[Interest Payment Date[s]: [Insert]]
[Interest Rate: [Insert]]
ISIN: [Insert]
[Issue Date: [Insert]]
[Issue Price: [Insert]]⁸
Issue Volume of Series [in units]: [Insert]
Issue Volume of Tranche [in units]: [Insert]
[Issuing Agent: [Insert name and address]]
[Last Day of the Barrier Observation Period: [Insert]]
[Last Day of the Best-in Period: [Insert]]

⁸ If the Issue Price was not specified at the time of the creation of the Final Terms, the criteria for the price specification and the procedure for its publication shall be defined in *Part A – General Information* of the Final Terms.

[Last Day of the Worst-in Period: *[Insert]*

[Leverage Factor: *[Insert]*

[Management Fee in %: *[Insert]*

[Maturity Date: *[Insert]*

[Maximum Amount: *[Insert]*

[Maximum Gap Risk Fee in %: *[Insert]*

[Maximum Interest Rate: *[Insert]*

[Maximum Quanto Fee in %: *[Insert]*

[Maximum Short Selling Fee in %: *[Insert]*

[Maximum Transaction Fee in %: *[Insert]*

[Minimum Interest Rate: *[Insert]*

[Mnemonic Code]: *[Insert]*

[Negative Spread: *[Insert]*

[Nominal Amount: *[Insert]*

[Observation Date (k): *[Insert]*

[Participation Factor Current: *[Insert]*

[Positive Spread: *[Insert]*

[Quanto Fee in %: *[Insert]*

[Ratio: *[Insert]*

[Ratio (initial): *[Insert]*

[Ratio Factor: *[Insert]*

[R (initial): *[Insert]*

[Record Date: *[Insert]* **[Reference Currency:** *[Insert]*

[Reference Underlying: *[Insert]*

Reference Price: *[Insert]* **[Reference Rate Financial Centre:** *[Insert]*

[Reverse Amount: *[Insert]*

[Reverse Level: *[Insert]*

Reuters: *[Insert]*

[Screen Page: *[Insert]*

Series Number: *[Insert]*

[Short Selling Fee in %: *[Insert]*

Specified Currency: *[Insert]*

[Standard Currency: *[Insert]*

[Strike: *[Insert]*

[Strike Level: *[Insert]* **[Trading Code:** *[Insert]*

Tranche Number: *[Insert]*

Underlying: *[Insert]*

[Underlying Currency: *[Insert]*

Website[s] for Notices: *[Insert]*

Website[s] of the Issuer: *[Insert]*

WKN: *[Insert]*

§ 2

Underlying Data

[In the case of Securities linked to a share or a depository receipt as Underlying, the following applies:]

[Table 2.1:]

Underlying	Underlying Currency	[FX Exchange Rate]	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Relevant Exchange	Website
<i>[Insert name of Underlying]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert Bloomberg ticker]</i>	<i>[Insert]</i>	<i>[Insert]</i>

For further information about the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table.]

[In the case of Securities linked to an index as Underlying, the following applies:]

[Table 2.1:]

Underlying	[Index Type]	[Reference Underlying]	[Leverage Factor]	[Factor Type]	Underlying Currency	[FX Exchange Rate]		[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Index Sponsor	Index Calculation Agent	Website
<i>[Insert name of Underlying]</i>	[Price Return] [Net Return] [Total Return] [Excess Return] [Distributin	<i>[Insert]</i>	<i>[Insert]</i>	[long] [short]	<i>[Insert]</i>	<i>[Insert]</i>		<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert Bloomberg ticker]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>

	g Index]													
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For further information about the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table.]

[In the case of Securities linked to a commodity as Underlying, the following applies:

[Table 2.1:]

Underlying	Underlying Currency	[FX Exchange Rate]	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Reference Market	Website
<i>[Insert name of Underlying]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert ISIN]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>

For further information about the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table.]

Part C – Special Conditions of the Securities

PART C – SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

[Special Conditions that apply for particular product types:

Product Type 1: Discount Securities

[In the case of Discount Securities, the following applies:

§ 1

Definitions

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – in the reasonable discretion (§ 315 BGB) of the Calculation Agent, affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of an index as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of a commodity as Underlying, the following applies:

[(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change[;

(b) a Hedging Disruption occurs].]

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") is open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"Banking Day Financial Centre" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

"Calculation Agent" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"Calculation Date" means each day on which the Reference Price is published by the [Relevant Exchange] [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market][and][FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor]].

"Call Event" means [Share Call Event] [Index Call Event] [Commodity Call Event] [or FX Call Event].]

"Cap" means [the Cap as specified in § 1 of the Product and Underlying Data.] [Cap Level x R (initial).]

"Cap Level" means the Cap Level as specified [in the column "Cap Level" in Table [●]] in § 1 of the Product and Underlying Data.]

"Change in Law" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§315 BGB) of the Issuer,

- [(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer [or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)],

if such changes become effective on or after the First Trade Date.]

"Clearance System" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

"Clearance System Business Day" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"Clearing System" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**") [Insert other Clearing System(s)].

"Commodity Call Event" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Reference Market is available or could be determined;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]]

occur[s];

- (c) the Underlying is no longer calculated or published in the Underlying Currency[;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Determining Futures Exchange" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [– if derivatives on the Underlying are not traded –] its components] (the **"Derivatives"**) are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another [options and/or] futures exchange as the determining futures exchange (the **"Substitute Futures Exchange"**). In the event of such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

"Expiry Date [(Data di Scadenza)]" means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

"First Day of the [Best] [Worst]-out Period" means the First Day of the [Best] [Worst]-out Period as specified in § 1 of the Product and Underlying Data.]

"First Trade Date" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

[In the case of Compo Securities or in the case of Quanto Securities with physical delivery, the following applies:

"Fixing Sponsor" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

"FX" means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"FX (1)" means the official fixing of the FX Exchange Rate (1) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"FX (2)" means the official fixing of the FX Exchange Rate (2) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"FX Calculation Date" means each day on which FX is published by the Fixing Sponsor.

"FX Call Event" means that

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; or
- (b) due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of [the respective] FX is impossible or impracticable.]

"FX Exchange Rate" means [the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency]] [the FX Exchange Rate as specified in § [1][2] of the Product and Underlying Data].]

"FX Exchange Rate (1)" means [the exchange rate for the conversion of [the Standard Currency into the Underlying Currency] [the Underlying Currency into the Standard

Currency]]][the FX Exchange Rate (1) as specified in § 1 of the Product and Underlying Data].]

["**FX Exchange Rate (2)**" means [the exchange rate for the conversion of [the Standard Currency into the Specified Currency] [the Specified Currency into the Standard Currency]]][the FX Exchange Rate (2) as specified in § 1 of the Product and Underlying Data].]

["**FX (final)**" means FX on the FX Observation Date (final).]

["**FX (1) (final)**" means FX (1) on the FX Observation Date (final).]

["**FX (2) (final)**" means FX (2) on the FX Observation Date (final).]

"**FX Market Disruption Event**" means each of the following events:

- (a) the failure of the Fixing Sponsor to publish the [respective] FX;
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of [the respective] FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are material in the reasonable discretion (§ 315 BGB) of the Calculation Agent.

"**FX Observation Date (final)**" means the [FX Observation Date (final)][Final Observation Date] [as specified in § 1 of the Product and Underlying Data][immediately following the respective Observation Date]. If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).

"**FX Screen Page**" means the FX Screen Page as specified in § 1 of the Product and Underlying Data.]]

["**Hedging Disruption**" means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion (§ 315 BGB) of the Issuer are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date.]

["**Increased Costs of Hedging**" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion of the Issuer (§ 315 BGB) are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

["**Index Calculation Agent**" means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

["**Index Call Event**" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying is available;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency;
- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available[;]
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

"Issue Date" means the Issue Date as specified in § 1 of the Product and Underlying Data.

"Issuing Agent" means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

"Last Day of the [Best] [Worst]-in Period" means the Last Day of the [Best] [Worst]-in Period as specified in § 1 of the Product and Underlying Data.]

"Market Disruption Event" means each of the following events:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying, the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on

which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a commodity as Underlying, the following applies:]

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange

to the extent that such Market Disruption Event is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

"Maturity Date" means the Maturity Date as specified in § 1 of the Product and Underlying Data.

"Maximum Amount" means [the Maximum Amount as specified in § 1 of the Product and Underlying Data.] [Cap x Ratio [x FX (final)] [x FX (1) (final) / FX (2) (final)] [/ FX (final)] [/ (FX (1) (final) / FX (2) (final))].]

"Observation Date" means each of the following Observation Dates:

"Initial Observation Date" means [the Initial Observation Date] [each of the Initial Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.]

"Final Observation Date" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date the immediately following day, which is a Calculation Date shall be the [respective] Final Observation Date. [If the last Final Observation Date is not a Calculation Date, the Maturity Date will be postponed accordingly.] [The Maturity Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

"Principal Paying Agent" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities with final Reference Price observation, the following applies:]

"R (final)" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:]

"R (final)" means the equally weighted average of the Reference Prices specified on the Final Observation Dates.]

[In the case of Securities with [best] [worst]-out observation, the following applies:]

"R (final)" means the [highest] [lowest] Reference Price on [each of the Final Observation Dates] [each [Insert relevant date(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]]

[In the case of Securities where R (initial) has already been specified, the following applies:]

"R (initial)" means R (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:]

"R (initial)" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:]

"**R (initial)**" means the equally weighted average of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [best] [worst]-in observation, the following applies:]

"**R (initial)**" means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [*Insert relevant date(s)*] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including).]

"**Ratio**" means the Ratio [as specified in § 1 of the Product and Underlying Data.] [which is calculated by the Calculation Agent as follows:

Ratio = Ratio Factor [x FX (final)] [x FX (1) (final) / FX (2) (final)] [/ FX (final)] [/ (FX (1) (final) / FX (2) (final))].

[The Ratio shall be rounded up or down to six decimals, with 0.0000005 being rounded upwards.]]]

"**Ratio Factor**" means the Ratio Factor as specified in § 1 of the Product and Underlying Data.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price**" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

"**Relevant Exchange**" means the Relevant Exchange in § 2 of the Product and Underlying Data] [, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the "**Substitute Exchange**"). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"**Security Holder**" means the holder of a Security.

"**Settlement Cycle**" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in [the securities that form the basis of] the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

"**Share Call Event**" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

["**Standard Currency**" means the Standard Currency as specified in § 1 of the Product and Underlying Data.]

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying**" means the Underlying as specified in § 1 of the Product and Underlying Data.

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest

Interest: The Securities do not bear interest.

§ 3

Redemption

[In the case of Securities with cash settlement, the following applies:]

Redemption: The Securities shall be redeemed by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Securities with physical delivery, the following applies:]

Redemption: The Securities shall be redeemed either

- (i) if R (final) is equal to or greater than the Cap by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if R (final) is lower than the Cap by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

§ 4

Redemption Amount

Redemption Amount: The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[In the case of Securities with cash settlement, the following applies:]

The Redemption Amount corresponds to R (final) x Ratio.

However, the Redemption Amount is not greater than the Maximum Amount.]

[In the case of Securities with physical delivery, the following applies:

The Redemption Amount corresponds to the Maximum Amount.]

[In the case of Quanto Securities, the following applies:

For the calculation of the Redemption Amount one unit of the Underlying Currency is equal to one unit of the Specified Currency.]]

Product Type 2: Bonus Securities

Product Type 3: Bonus Cap Securities

Product Type 4: Reverse Bonus Cap Securities

Product Type 5: Top Securities

[In the case of Bonus [Cap], Reverse Bonus Cap and Top Securities, the following applies:]

§ 1

Definitions

["**Additional Amount (I)**"] means the Additional Amount (I) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (I)**"] means the Additional Amount Payment Date (I) as specified in § 1 of the Product and Underlying Data.]

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:]

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – in the reasonable discretion (§ 315 BGB) of the Calculation Agent, affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of an index as Underlying, the following applies:]

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of a commodity as Underlying, the following applies:]

[(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the

change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change[;

(b) a Hedging Disruption occurs].]

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") is open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"Banking Day Financial Centre" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

[In the case of Bonus [Cap] and Reverse Bonus Cap Securities, the following applies:

"Barrier" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial)].]

[In the case of Securities with continuous Barrier observation, the following applies:

"Barrier Event" means that any price of the Underlying as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] with continuous observation during the Barrier Observation Period is equal to [or lower] [or greater] than the Barrier.]

[In the case of Securities with date-related Barrier observation, the following applies:

"Barrier Event" means that any Reference Price on the respective Barrier Observation Date [is lower] [is greater] than the Barrier.]

[In the case of Securities where the Barrier is still to be specified, the following applies:

"Barrier Level" means the Barrier Level as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

[In the case of Securities with continuous Barrier observation, the following applies:

"Barrier Observation Period" means each Calculation Date from the First Day of the Barrier Observation Period (including) to the Last Day of the Barrier Observation Period (including).]

[In the case of Bonus [Cap] and Reverse Bonus Cap Securities, the following applies:

"Bonus Amount" means [the Bonus Amount as specified in § 1 of the Product and Underlying Data.] [[(Reverse Level – Bonus Level)] [Bonus Level] [x R (initial)] x Ratio Factor [/ FX (final)] [/ (FX (1) (final) / FX (2) (final))] [x FX (final)] [x FX (1) (final) / FX (2) (final)].] [Nominal Amount x [Bonus Level] [(Reverse Level – Bonus Level)] [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))].]

"Bonus Level" means the Bonus Level as specified in § 1 of the Product and Underlying Data.]

"Calculation Agent" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"Calculation Date" means each day on which the Reference Price is published by the [Relevant Exchange] [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market][and][[FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor]].

"Call Event" means [Share Call Event] [Index Call Event] [Commodity Call Event] [or FX Call Event].]

[In the case of [Reverse] Bonus Cap Securities, the following applies:

"**Cap**" means [the Cap as specified in § 1 of the Product and Underlying Data.] [Cap Level x R (initial).]

[In the case of [Reverse] Bonus Cap Securities with Nominal Amount, the following applies:

"**Cap Level**" means the Cap Level as specified in § 1 of the Product and Underlying Data.]

"**Change in Law**" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§ 315 BGB) of the Issuer

- [(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer [or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)],

if such changes become effective on or after the First Trade Date.]

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

"**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**")]] [*Insert other Clearing System(s)*].

"**Commodity Call Event**" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Reference Market is available or could be determined;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"**Determining Futures Exchange**" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [– if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another [options and/or] futures exchange as the determining futures exchange (the "**Substitute Futures Exchange**"). In the event of

such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

["**Expiry Date [(Data di Scadenza)]**"] means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with continuous Barrier observation, the following applies:]

"**First Day of the Barrier Observation Period**" means the First Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

["**First Day of the [Best] [Worst]-out Period**"] means the First Day of the [Best] [Worst]-out Period as specified in § 1 of the Product and Underlying Data.]

"**First Trade Date**" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

[In the case of Compo Securities or in the case of Quanto Securities with physical delivery, the following applies:]

"**Fixing Sponsor**" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

["**FX**"] means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

["**FX (1)**"] means the official fixing of the FX Exchange Rate (1) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

["**FX (2)**"] means the official fixing of the FX Exchange Rate (2) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"**FX Calculation Date**" means each day on which FX is published by the Fixing Sponsor.

["**FX Call Event**"] means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; or
- (b) due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of [the respective] FX is impossible or impracticable.]

["**FX Exchange Rate**"] means [the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency]] [the FX Exchange Rate as specified in § 1][2] of Product and Underlying Data].]

["**FX Exchange Rate (1)**"] means [the exchange rate for the conversion of [the Standard Currency into the Underlying Currency] [the Underlying Currency into the Standard Currency]] [the FX Exchange Rate (1) as specified in § 1 of Product and Underlying Data].]

["**FX Exchange Rate (2)**"] means [the exchange rate for the conversion of [the Standard Currency into the Specified Currency] [the Specified Currency into the Standard Currency]] [the FX Exchange Rate (2) as specified in § 1 of Product and Underlying Data].]

["**FX (final)**"] means FX on the FX Observation Date (final).]

["**FX (1) (final)**"] means FX (1) on the FX Observation Date (final).]

["**FX (2) (final)**"] means FX (2) on the FX Observation Date (final).]

["**FX (initial)**"] means FX on the FX Observation Date (initial).]

["**FX (1) (initial)**"] means FX (1) on the FX Observation Date (initial).]

["**FX (2) (initial)**"] means FX (2) on the FX Observation Date (initial).]

"**FX Market Disruption Event**" means each of the following events:

- (a) the failure of the Fixing Sponsor to publish the [respective] FX;
 - (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of [the respective] FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
 - (c) any other events with commercial effects which are similar to the events listed above;
- to the extent that the above-mentioned events are material in the reasonable discretion (§ 315 BGB) of the Calculation Agent.

"**FX Observation Date (initial)**" means the FX Calculation Date immediately preceding the Initial Observation Date.

"**FX Observation Date (final)**" means the [FX Observation Date (final)][Final Observation Date] [as specified in § 1 of the Product and Underlying Data][immediately following the respective Observation Date]. If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).

"**FX Screen Page**" means the FX Screen Page as specified in § 1 of the Product and Underlying Data.]

["**Hedging Disruption**"] means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion (§ 315 BGB) of the Issuer are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
 - (b) realise, reclaim or pass on proceeds from such transactions or assets,
- under conditions which are economically substantially equivalent to those on the First Trade Date.]

["**Increased Costs of Hedging**"] means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion of the Issuer (§ 315 BGB) are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

["**Index Calculation Agent**"] means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

["**Index Call Event**"] means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying is available;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency;

- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available[;
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

"Issue Date" means the Issue Date as specified in § 1 of the Product and Underlying Data.

"Issuing Agent" means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with continuous Barrier observation, the following applies:

"Last Day of the Barrier Observation Period" means the Last Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

"Last Day of the [Best] [Worst]-in Period" means the Last Day of the [Best] [Worst]-in Period as specified in § 1 of the Product and Underlying Data.]

"Market Disruption Event" means each of the following events:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying, the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction

occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a commodity as Underlying, the following applies:

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange

to the extent that such Market Disruption Event is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

"Maturity Date" means the Maturity Date as specified in § 1 of the Product and Underlying Data.

[In the case of [Reverse] Bonus Cap and Top Securities, the following applies:

"Maximum Amount" means [the Maximum Amount as specified in § 1 of the Product and Underlying Data.] [[Cap] [Reverse Amount - Cap] x Ratio Factor] [/ FX (final)] [/ (FX (1) (final) / FX (2) (final))] [x FX (final)] [x FX (1) (final) / FX (2) (final)].] [Nominal Amount x [Reverse Level - Cap Level] [Cap Level] [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))].]

[In the case of Securities with a Nominal Amount, the following applies:

"Nominal Amount" means the Nominal Amount as specified in § 1 of the Product and Underlying Data.]

"Observation Date" means each of the following Observation Dates:

["Barrier Observation Date" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Barrier Observation Date.]

["Initial Observation Date" means [the Initial Observation Date] [each of the Initial Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.]

"Final Observation Date" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date the immediately following day, which is a Calculation Date shall be the [respective] Final Observation Date. [If the last Final Observation Date is not a Calculation Date, the Maturity Date will be postponed accordingly.] [The Maturity Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

"Principal Paying Agent" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities with final Reference Price observation, the following applies:

"R (final)" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:

"R (final)" means the equally weighted average of the Reference Prices specified on the Final Observation Dates.]

[In the case of Securities with [best] [worst]-out observation, the following applies:

"**R (final)**" means the [highest] [lowest] Reference Price on [each of the Final Observation Dates] [each [*Insert relevant date(s)*] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]

[In the case of Securities where R (initial) has already been specified, the following applies:

"**R (initial)**" means R (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:

"**R (initial)**" means R (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:

"**R (initial)**" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:

"**R (initial)**" means the equally weighted average of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [best] [worst]-in observation, the following applies:

"**R (initial)**" means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [*Insert relevant date(s)*] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including)].]

"**Ratio**" means the Ratio in § 1 of the Product and Underlying Data.] [which is calculated by the Calculation Agent as follows:

[Ratio = [Nominal Amount [x FX (final)] [x FX (1) (final) / FX (2) (final)] / Strike] [Nominal Amount / (Strike [x FX (final)] [x FX (1) (final) / FX (2) (final)])]]

[Ratio = [Ratio Factor [x FX (final)] [x FX (1) (final) / FX (2) (final)] [FX (final)] [/ (FX (1) (final) / FX (2) (final))]]

[The Ratio shall be rounded up or down to six decimals, with 0.0000005 being rounded upwards].]

"**Ratio Factor**" means the Ratio Factor as specified in § 1 of the Product and Underlying Data.]

"**Record Date**" means the Record Date as specified in § 1 of the Product and Underlying Data.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price**" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

"**Relevant Exchange**" means the Relevant Exchange in § 2 of the Product and Underlying Data] [, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the "**Substitute Exchange**"). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

[In the case of Reverse Bonus Cap Securities, the following applies:

"**Reverse Amount**" means [the Reverse Amount as specified in § 1 of the Product and Underlying Data.] [Reverse Level [x R initial)] x Ratio Factor [/ FX (final)] [x FX (final).]]

"**Reverse Level**" means the Reverse Level as specified in § 1 of the Product and Underlying Data.]

"**Security Holder**" means the holder of a Security.

"**Settlement Cycle**" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in [the securities that form the basis of] the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

"**Share Call Event**" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Standard Currency**" means the Standard Currency as specified in § 1 of the Product and Underlying Data.]

[In the case of Bonus [Cap] Securities with Nominal Amount, the following applies:

"**Strike**" means [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R (initial)].]

"**Strike Level**" means the Strike Level as specified in § 1 of the Product and Underlying Data.]

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying**" means the Underlying as specified in § 1 of the Product and Underlying Data.

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest[, Additional Amount]

[(1)] *Interest:* The Securities do not bear interest.

[In the case of Securities with an unconditional Additional Amount, the following applies:]

- (2) *Additional Amount:* The respective Additional Amount (1) will be paid on the respective Additional Amount Payment Date (1) pursuant to the provisions of § 6 of the Special Conditions.]

§ 3

Redemption

[In the case of Securities with cash settlement, the following applies:]

Redemption: The Securities shall be redeemed by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Bonus Securities with physical delivery, the following applies:]

Redemption: The Securities shall be redeemed either

- (i) if no Barrier Event has occurred by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if a Barrier Event has occurred by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

[In the case of Bonus Cap Securities with physical delivery, the following applies:]

Redemption: The Securities shall be redeemed either

- (i) if no Barrier Event has occurred or if a Barrier Event has occurred and R (final) is equal to or greater than the Cap by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if a Barrier Event has occurred and if R (final) is lower than the Cap by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

[In the case of Top Securities with physical delivery, the following applies:]

Redemption: The Securities shall be redeemed either

- (i) if R (final) is equal to or greater than R (initial) by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if R (final) is lower than R (initial) by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

§ 4

Redemption Amount

Redemption Amount: The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[Product Type 2: Bonus Securities]

[In the case of Bonus Securities without Nominal Amount with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to $R \text{ (final)} \times \text{Ratio}$. However, in this case, the Redemption Amount is not lower than the Bonus Amount.
- If a Barrier Event has occurred the Redemption Amount corresponds to $R \text{ (final)} \times \text{Ratio}$.]

[In the case of Bonus Securities with Nominal Amount with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount is specified according to the following formula:
$$\text{Redemption Amount} = \text{Nominal Amount} \times R \text{ (final)} / \text{Strike} / [x \text{ FX (initial)} / \text{FX (final)}] [x \text{ (FX (1) (initial)} \times \text{FX (2) (final))} / (\text{FX (2) (initial)} \times \text{FX (1) (final)})] [x \text{ FX (final)} / \text{FX (initial)}] [x \text{ (FX (1) (final)} \times \text{FX (2) (initial))} / (\text{FX (2) (final)} \times \text{FX (1) (initial)})]$$
However, in this case, the Redemption Amount is not lower than the Bonus Amount.
- If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:
$$\text{Redemption Amount} = \text{Nominal Amount} \times R \text{ (final)} / \text{Strike} [x \text{ FX (initial)} / \text{FX (final)}] [x \text{ (FX (1) (initial)} \times \text{FX (2) (final))} / (\text{FX (2) (initial)} \times \text{FX (1) (final)})] [x \text{ FX (final)} / \text{FX (initial)}] [x \text{ (FX (1) (final)} \times \text{FX (2) (initial))} / (\text{FX (2) (final)} \times \text{FX (1) (initial)})]$$

[In the case of Bonus Securities without Nominal Amount with physical delivery, the following applies:

The Redemption Amount corresponds to $R \text{ (final)} \times [\text{Ratio}] [\text{Ratio Factor } [x \text{ FX (final)}] [x \text{ (FX (1) (final)} / \text{FX (2) (final))}] [/ \text{FX (final)}] [/ (\text{FX (1) (final)} / \text{FX (2) (final)})]$

However, the Redemption Amount is not lower than the Bonus Amount.]

[In the case of Bonus Securities with Nominal Amount with physical delivery, the following applies:

The Redemption Amount is specified according to the following formula:
$$\text{Redemption Amount} = \text{Nominal Amount} \times R \text{ (final)} / \text{Strike} [x \text{ FX (initial)} / \text{FX (final)}] [x \text{ (FX (1) (initial)} \times \text{FX (2) (final))} / (\text{FX (2) (initial)} \times \text{FX (1) (final)})] [x \text{ FX (final)} / \text{FX (initial)}] [x \text{ (FX (1) (final)} \times \text{FX (2) (initial))} / (\text{FX (2) (final)} \times \text{FX (1) (initial)})]$$

However, the Redemption Amount is not lower than the Bonus Amount.]]

[Product Type 3: Bonus Cap Securities]

[In the case of Bonus Cap Securities without Nominal Amount with cash settlement where the Bonus Amount is the same as the Maximum Amount, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount corresponds to $R \text{ (final)} \times \text{Ratio}$. However, in this case, the Redemption Amount is not greater than the Maximum Amount.]

[In the case of Bonus Cap Securities with Nominal Amount with cash settlement where the Bonus Amount is the same as the Maximum Amount, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.

- If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x R (final) / Strike [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))].

However, in this case, the Redemption Amount is not greater than the Maximum Amount.]

[In the case of Bonus Cap Securities without Nominal Amount with cash settlement where the Bonus Amount is not the same as the Maximum Amount, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to R (final) x Ratio. However, in this case, the Redemption Amount is not lower than the Bonus Amount and not greater than the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount corresponds to R (final) x Ratio. However, in this case, the Redemption Amount is not greater than the Maximum Amount.]

[In the case of Bonus Cap Securities with Nominal Amount with cash settlement where the Bonus Amount is not the same as the Maximum Amount, the following applies:

- If no Barrier Event has occurred the Redemption Amount is specified according to the following formula:
Redemption Amount = Nominal Amount x R (final) / Strike [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))].
However, in this case, the Redemption Amount is not lower than the Bonus Amount and not greater than the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:
Redemption Amount = Nominal Amount x R (final) / Strike [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))].
However, in this case, the Redemption Amount is not greater than the Maximum Amount.]

[In the case of Bonus Cap Securities with physical delivery where the Bonus Amount is the same as the Maximum Amount, the following applies:

The Redemption Amount corresponds to the Maximum Amount.]

[In the case of Bonus Cap Securities without Nominal Amount with physical delivery where the Bonus Amount is not the same as the Maximum Amount, the following applies:

The Redemption Amount corresponds to R (final) x [Ratio] [Ratio Factor [x FX (final)] [x (FX (1) (final) / FX (2) (final))] [/ FX (final)] [/ (FX (1) (final) / FX (2) (final))].
However, the Redemption Amount is not lower than the Bonus Amount and not greater than the Maximum Amount.]

[In the case of Bonus Cap Securities with Nominal Amount with physical delivery where the Bonus Amount is not the same as the Maximum Amount, the following applies:

The Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x R (final) / Strike [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))]

However, the Redemption Amount is not lower than the Bonus Amount and not greater than the Maximum Amount.]]

[Product Type 4: Reverse Bonus Cap Securities

[In the case of Reverse Bonus Cap Securities without Nominal Amount where the Bonus Amount is the same as the Maximum Amount, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Reverse Amount} - R (\text{final}) \times \text{Ratio}$$

However, the Redemption Amount is not lower than zero and not greater than the Maximum Amount.]

[In the case of Reverse Bonus Cap Securities with Nominal Amount where the Bonus Amount is the same as the Maximum Amount, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Reverse Level} - R (\text{final}) / R (\text{initial})) [x \text{FX} (\text{initial}) / \text{FX} (\text{final})] [x (\text{FX} (1) (\text{initial}) \times \text{FX} (2) (\text{final})) / (\text{FX} (2) (\text{initial}) \times \text{FX} (1) (\text{final}))] [x \text{FX} (\text{final}) / \text{FX} (\text{initial})] [x (\text{FX} (1) (\text{final}) \times \text{FX} (2) (\text{initial})) / (\text{FX} (2) (\text{final}) \times \text{FX} (1) (\text{initial}))]$$

However, the Redemption Amount is not lower than zero and not greater than the Maximum Amount.]

[In the case of Reverse Bonus Cap Securities without Nominal Amount where the Bonus Amount is not the same as the Maximum Amount, the following applies:

$$\text{Redemption Amount} = \text{Reverse Amount} - R (\text{final}) \times \text{Ratio}$$

- If no Barrier Event has occurred the Redemption Amount, however, is not lower than the Bonus Amount and not greater than the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount, however, is not greater than the Maximum Amount.

However, the Redemption Amount is not lower than zero in either case.]

[In the case of Reverse Bonus Cap Securities with Nominal Amount where the Bonus Amount is not the same as the Maximum Amount, the following applies:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Reverse Level} - R (\text{final}) / R (\text{initial})) [x \text{FX} (\text{initial}) / \text{FX} (\text{final})] [x (\text{FX} (1) (\text{initial}) \times \text{FX} (2) (\text{final})) / (\text{FX} (2) (\text{initial}) \times \text{FX} (1) (\text{final}))] [x \text{FX} (\text{final}) / \text{FX} (\text{initial})] [x (\text{FX} (1) (\text{final}) \times \text{FX} (2) (\text{initial})) / (\text{FX} (2) (\text{final}) \times \text{FX} (1) (\text{initial}))].$$

- If no Barrier Event has occurred the Redemption Amount, however, is not lower than the Bonus Amount and not greater than the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount, however, is not greater than the Maximum Amount.

However, the Redemption Amount is not lower than zero in either case.]

[Product Type 5: Top Securities

[In the case of Top Securities with cash settlement, the following applies:

- If R (final) is equal to or greater than R (initial), the Redemption Amount corresponds to the Maximum Amount.
- If R (final) is lower than R (initial), the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x R (final) / R (initial) [x FX (initial) / FX (final)] [x (FX (1) (initial) x FX (2) (final)) / (FX (2) (initial) x FX (1) (final))] [x FX (final) / FX (initial)] [x (FX (1) (final) x FX (2) (initial)) / (FX (2) (final) x FX (1) (initial))]

[In the case of Top Securities with physical delivery, the following applies:

The Redemption Amount corresponds to the Maximum Amount.]]

[In the case of Quanto Securities without Nominal Amount, the following applies:

For the purposes of the calculation of the Redemption Amount one unit of the Underlying Currency corresponds to one unit of the Specified Currency.]

Product Type 6: Closed End Securities

Product Type 7: Closed End Leverage Securities

Product Type 8: Open End Securities

Product Type 9: Open End Leverage Securities

[In the case of Closed End (Leverage) Securities and Open End (Leverage) Securities, the following applies:

§ 1

Definitions

["**Adjustment Date**" means each calendar day following the First Trade Date.]

"**Adjustment Event**" means each of the following events:

[In the case of Closed End Securities, Closed End Leverage Securities, Open End Securities and Open End Leverage Securities linked to an index as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of Open End Securities and Open End Leverage Securities linked to a commodity as Underlying, the following applies:

[(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change[;

(b) a Hedging Disruption occurs].]

[In the case of Open End Securities and Open End Leverage Securities linked to a futures contract as Underlying, the following applies:

[(a)] any changes in the Contract Specifications of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the change, the changed contract specifications are no longer economically equivalent to the Contract Specifications prior to the change[;

(b) a Hedging Disruption occurs].]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") is open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"Banking Day Financial Centre" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

"Calculation Agent" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"Calculation Date" means each day on which the [Reference Price is published by the [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market]] [Reference Market is open for trading during its normal trading hours] [and] [FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor].

"Call Date" means the Call Date as defined in § 5 (2) of the Special Conditions.

"Call Event" means [Index Call Event] [Commodity Call Event] [Future Call Event] [or FX Call Event] [or Gap Risk Fee Excess Call Event] [or Quanto Fee Excess Call Event] [or Short Selling Fee Excess Call Event].]

"Change in Law" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§ 315 BGB) of the Issuer

[(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer [or

(b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)],

if such changes become effective on or after the First Trade Date.]

"Clearance System" means the principal domestic clearance system customarily used for settling trades in the securities that form the basis of the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

"Clearance System Business Day" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"Clearing System" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**")]] [*Insert other Clearing System(s)*].

[In the case of Open End Securities linked to a commodity as Underlying, the following applies:

"Commodity" is the Commodity which is the base for the Underlying. [The Commodity is determined in § 2 of the Product and Underlying data.]]

"Commodity Call Event" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying could be determined or is available;
- (b) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Replacement Reference Market could be determined or is available;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) the determination or publication of the Underlying no longer occurs in the Underlying

Currency[;

- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders.].]

"Determining Futures Exchange" means the [options and/or] futures exchange, on which respective derivatives [of the Underlying or [– if derivatives on the Underlying are not traded –] its components] [on the Underlying] (the **"Derivatives"**) are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another [options and/or] futures exchange as the determining futures exchange (the **"Substitute Futures Exchange"**). In the event of such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

[In the case of Securities linked to an index as Underlying, for which "Distributing Index" is specified in the column "Index Type" of the relevant table in § 2 of Part B – Product and Underlying Data, the following applies:

"Dividend Market Disruption Event" means each of the following events:

- (a) the non-calculation of the Theoretical Cash Component by the Index Calculation Agent for a Dividend Observation Date (k) (with k = 1, 2, ...);
- (b) the Theoretical Cash Component is neither published nor provided to the Calculation Agent by neither the Index Calculation Agent nor by the Index Sponsor.

"Dividend Amount (k)" (with k = 1, 2, ...) means the respective Dividend Amount (k) as calculated by the Calculation Agent on the respective Dividend Observation Date (k) pursuant to § 4 of the Special Conditions.

"Dividend Amount Payment Date (k)" (with k = 1, 2, ...) is [five] [Insert day(s)] Banking Days after the respective Dividend Observation Date (k) (with k = 1, 2, ...).

"Dividend Observation Date (k)" (with k = 0, 1, 2, ...) means the [second last] [Insert day] Calculation Date of the [months][month] [Insert month(s)] of each year, where k = 1 is the Dividend Observation Date immediately following the First Trade Date.

"Dividend Period (k)" means each calendar day from the Dividend Observation Date (k-1) (with k = 1, 2, ...) (excluding) to the Dividend Observation Date (k) (with k = 1, 2, ...) (including).

The **"Dividend Value (k)"** (with k = 1, 2, ...) will be determined for the respective Dividend Period (k) (with k = 1, 2, ...) as the value of the theoretical cash component of the Underlying (the **"Theoretical Cash Component"**) as calculated by the Index Calculation Agent on the respective Dividend Observation Date (k) (with k = 1, 2, ...) and published on the Issuer's website [Insert website] with the respective product information. [After each Dividend Observation Date (k) (with k = 1, 2, ...), the Theoretical Cash Component will be reset to zero and newly calculated. The method of calculating the Theoretical Cash Component by the Index Calculation Agent will be available on the website of the Index Calculation Agent [Insert website].]

"Expiry Date [(Data di Scadenza)]" means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

[In the case of Closed End Leverage Securities and Open End Leverage Securities, the following applies:

"Factor Type" means the Factor Type as specified in § 2 of the Product and Underlying Data.]

[In the case of Open End Securities linked to a futures contract as Underlying, the following applies:

"Future Call Event" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying could be determined or is available;
- (b) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Replacement Reference Market could be determined or is available;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) the determination or publication of the Underlying no longer occurs in the Underlying Currency[;];
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders].]

"First Call Date" means the First Call Date as specified in § 1 of the Product and Underlying Data.

"First Redemption Date" means the First Redemption Date as specified in § 1 of the Product and Underlying Data.

"First Trade Date" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

[In the case of Compo Securities, the following applies:

"Fixing Sponsor" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

"FX" means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).

"FX Calculation Date" means each day on which FX is published by the Fixing Sponsor.

"FX Call Event" means each of the following events:

- [(a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; or
- (b)] due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of FX is impossible or impracticable.]

"FX Exchange Rate" means the [exchange rate for the conversion of [the Specified Currency] [Underlying Currency] into the [the Underlying Currency] [Specified Currency]][FX Exchange Rate as specified in § [1][2] of the Product and Underlying Data].

"FX (final)" means FX on the FX Observation Date.

"FX Market Disruption Event" means each of the following events:

- (a) the failure of the Fixing Sponsor to publish the FX;
 - (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
 - (c) any other events with commercial effects which are similar to the events listed above;
- to the extent that the above-mentioned events are material in the reasonable discretion

(§ 315 BGB) of the Calculation Agent.

"FX Screen Page" means the FX Screen Page as specified in § 1 of the Product and Underlying Data.

"FX Observation Date" means the [FX Calculation Date immediately following the respective Observation Date][Observation Date].]

[In the case of Closed End Leverage Securities and Open End Leverage Securities, the following applies:

"Gap Risk Fee" means the Gap Risk Fee as specified in § 1 of the Product and Underlying Data.

The Gap Risk Fee reflects the costs of providing against sudden price changes of the Underlying. The Calculation Agent will, in the case of not only immaterial changes in the probability of sudden price changes of the Underlying (such as changes in the Underlying, changes in overall market volatility), adjust the Gap Risk Fee to such changed market conditions. The extent of the adjustment is determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) based on the extent of the changes in the relevant market conditions. The methodology used to determine the Gap Risk Fee at the First Trade Date may not be subsequently changed to the detriment of the Security Holders. The Gap Risk Fee shall not exceed the Maximum Gap Risk Fee (including). The Issuer will provide notice of such adjustment pursuant to § 6 of the General Conditions.

"Gap Risk Fee Excess Call Event" means a situation where the adjustment of the Gap Risk Fee to changed market conditions would, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, lead to a Gap Risk Fee lying above the Maximum Gap Risk Fee.

"Gap Risk Fee (t)" means the Gap Risk Fee applicable on the relevant calendar day (t).]]

"Hedging Disruption" means that the Issuer is not able to

(a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion (§ 315 BGB) of the Issuer are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or

(b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date.]

"Increased Costs of Hedging" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

(a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion of the Issuer (§ 315 BGB) are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or

(b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

"Index Calculation Agent" means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.]

"Index Calculation Fee" means the Index Calculation Fee as specified in § 1 of the Product and Underlying Data.

[The Calculation Agent may reduce but not increase the Index Calculation Fee at any time during the term of the Securities. Such reduction shall be notified pursuant to § 6 of the General Conditions.]

"**Index Calculation Fee (t)**" means the Index Calculation Fee applicable on the relevant calendar day (t).

The Index Calculation Fee is charged in favour of the Index Sponsor or Index Calculation Agent.]

[

"**Index Calculation Fee Adjustment**" means an amount in the Underlying Currency, which is calculated by the Calculation Agent on the respective Observation Date for each calendar day (t) within the period from the First Trade Date (including) to the respective Observation Date (including) as follows:

$$\sum_{t=1}^n \text{Reference Price (t-1)} \times \frac{\text{Index Calculation Fee (t)}}{365.25}$$

Where:

"n" means the number of calendar days (t) from the First Trading Date (including) to the relevant Observation Date (including).

"**Reference Price (t-1)**" means the Reference Price which is published one Calculation Date prior to the calendar day (t).

]

"**Index Call Event**" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying is available;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency;
- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available[;
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"**Index Sponsor**" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

"**Issue Date**" means the Issue Date as specified in § 1 of the Product and Underlying Data.

"**Issuing Agent**" means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

[In the case of Closed End Leverage Securities and Open End Leverage Securities the following applies:

"**Leverage Factor**" means the Leverage Factor as specified in § [1] [2] of the Product and Underlying Data.]

"**Management Fee**" means the Management Fee as specified in § 1 of the Product and Underlying Data.

[The Calculation Agent may reduce but not increase the Management Fee at any time during the term of the Securities. Such reduction shall be notified pursuant to § 6 of the General Conditions.]

"**Management Fee (t)**" means the Management Fee applicable on the relevant calendar day (t).]

[

"**Management Fee Adjustment**" means an amount in the Underlying Currency, which is

calculated by the Calculation Agent on the respective Observation Date for each calendar day (t) within the period from the First Trade Date (excluding) to the respective Observation Date (including) as follows:

$$\sum_{t=1}^n \text{Reference Price (t-1)} \times \frac{\text{Management Fee (t)}}{365.25}$$

Where:

"n" means the number of calendar days (t) from the First Trading Data (including) to the relevant Observation Date (including).

"Reference Price (t-1)" means the Reference Price which is published one Calculation Date prior to the calendar day (t).]

"Market Disruption Event" means each of the following [events]:

[In the case of Closed End Securities, Closed End Leverage Securities, Open End Securities and Open End Leverage Securities linked to an index as Underlying, the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent.] Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of Open End Securities linked to a commodity or a futures contract as Underlying, the following applies:

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative linked to the Underlying on the Determining Futures Exchange [,] [or]]
- [(•)] the failure to calculate or the non-publication of the reference price which is necessary for the calculations or determinations described in these terms and conditions

to the extent that such Market Disruption Event is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction is due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

["**Maturity Date**" means the Maturity Date as specified in § 1 of the Product and Underlying Data.]

["**Maximum Gap Risk Fee**" means the Maximum Gap Risk Fee as specified in § 1 of the Product and Underlying Data.]

["**Maximum Quanto Fee**" means the Maximum Quanto Fee as specified in § 1 of the Product and Underlying Data.]

["**Maximum Short Selling Fee**" means the Maximum Short Selling Fee as specified in § 1 of the Product and Underlying Data.]

["**Maximum Transaction Fee**" means the Maximum Transaction Fee as specified in § 1 of the Product and Underlying Data.]

"**Observation Date**" means the [Insert number] Banking Day prior to each Redemption Date and each Call Date [and the Maturity Date]. If such day is not a Calculation Date, the immediately following day, which is a Calculation Date, shall be the respective Observation Date. The respective Redemption Date or the respective Call Date [or the Maturity Date] will be postponed accordingly. Interest shall not be payable due to such postponement.

["**Participation Factor Current**" means 100% on the First Trade Date. After each Roll Over-Date the Participation Factor Current shall be replaced by the relevant Participation Factor New. Hence, after each Roll Over-Date any reference to the Participation Factor Current in these Terms and Conditions shall be deemed to refer to the relevant Participation Factor New.

"**Participation Factor New**" is calculated by the Calculation Agent on each Roll Over Date as follows:

$$\text{Participation Factor New} = (1 - \text{Transaction Fee}) \times \text{Reference Price (Roll Over)} / \text{Reference Price New (Roll Over)} \times \text{Participation Factor Current}$$

The Participation Factor New shall be rounded to six decimals, with 0.0000005 being rounded upwards.]

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

["**Quanto Element**" means the conversion of the Redemption Amount from the Underlying Currency into the Specified Currency with a conversion factor of 1:1.]

"**Quanto Fee**" means the Quanto Fee as specified in § 1 of the Product and Underlying Data.

The Calculation Agent will, in the case of not only immaterial changes in the market conditions for currency exchange rate protection transactions (e.g. difference in interest rates between the Underlying Currency and the Specified Currency, the volatility of the Underlying, the volatility of the currency exchange rate between the Underlying Currency and the Specified Currency, the correlation between the Underlying and the Underlying Currency, and such other factors), adjust the Quanto Fee to such changed market conditions. The extent of the adjustment is determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) based on the extent of the changes in the relevant market conditions. The methodology used to determine the Quanto Fee at the First Trade Date may not be subsequently changed to the detriment of the Security Holders. The Quanto Fee shall not exceed the Maximum Quanto Fee (including). The Issuer will provide notice of such adjustment pursuant to § 6 of the General Conditions.

"**Quanto Fee Excess Call Event**" means a situation where the adjustment of the Quanto Fee to changed market conditions would, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, lead to a Quanto Fee lying above the Maximum Quanto Fee.

"**Quanto Fee (t)**" means the Quanto Fee applicable on the relevant calendar day (t).

[

"**Quanto Fee Adjustment**" means an amount in the Underlying Currency, which is calculated by the Calculation Agent on the respective Observation Date for each calendar day (t) within

the period from the First Trade Date (excluding) to the respective Observation Date (including) as follows:

$$\sum_{t=1}^n \text{Reference Price (t-1)} \times \frac{\text{Quanto Fee (t)}}{365.25}$$

Where:

"**n**" means the number of calendar days (t) from the First Trading Date (including) to the relevant Observation Date (including).

"**Reference Price (t-1)**" means the Reference Price which is published one Calculation Date prior to the calendar day (t).]

"**Ratio**" means

[

the Ratio as specified in § 1 of the Product and Underlying Data.]

[

the Ratio (initial) on the First Trade Date. On each Adjustment Date following the First Trade Date the Ratio shall be adjusted as follows:

Ratio = Ratio (t-1) x Ratio Adjustment Factor.

[The Issuer will publish the Ratio after its determination on the Website[s] of the Issuer with the respective product information.]

"**Ratio Adjustment Factor**" means the Ratio Adjustment Factor calculated according to the following formula: $100\% - ([\text{Gap Risk Fee (t)}] [+] [\text{Index Calculation Fee (t)}] [+] [\text{Management Fee (t)}] [+] [\text{Quanto Fee (t)}] [+] [\text{Short Selling Fee (t)}]) / 365,25$.

"**Ratio (initial)**" means the Ratio (initial) as specified in § 1 of the Product and Underlying Data.

"**Ratio (t-1)**" means the Ratio on each calendar day immediately preceding the relevant Adjustment Date. On the first Adjustment Date the Ratio (t-1) is the Ratio (initial).]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Redemption Date**" means the Redemption Date as defined in § 5 (1) of the Special Conditions.

"**Redemption Right**" means the Redemption Right as defined in § 5 (1) of the Special Conditions.

"**Reference Market**" means the Reference Market as specified in § 2 of the Product- and Underlying Data.

"**Reference Price**" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data [,] [and] [as published by the Reference Market] [and converted into the default unit of the Underlying Currency].

["**Reference Price New**" means the Reference Price of the New Underlying as specified [in the column "Reference Price" in Table [●]] in § 1 of the Product Data, as published on the Reference Market and converted into the default unit of the Underlying Currency.

"**Reference Price (Roll Over)**" means the Reference Price at the relevant Roll Over Date.

"**Reference Price New (Roll Over)**" means the Reference Price New at the relevant Roll Over Date.]

[In the case of Closed End Leverage Securities and Open End Leverage Securities the following applies:

["Reference Underlying" means the Reference Underlying as specified in § 2 of the Product- and Underlying Data.]]

"Regular Call Right" means the Regular Call Right as defined in § 5 (2) of the Special Conditions.

["Relevant Exchange" means the exchange, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity.

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the components of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the **"Substitute Exchange"**). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"Relevant Reference Price" means the Reference Price on the respective Observation Date.

["Roll Over Date" means [the [fifth][tenth][*Insert day*] Calculation Date preceding the last][last] Trading Day of the Underlying on the Reference Markt][*Insert day*][each Roll Over Date as specified in § 1 of the Product- and Underlying Data.]]

["Roll Over Date" means a Calculation Date as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB), which is at least ten Calculation Dates prior to:

[In the case of Securities where the Reference Market of the Underlying is the Chicago Board of Trade, the Chicago Mercantile Exchange, the Intercontinental Exchange or the New York Mercantile Exchange: the first notice day of the relevant Underlying as published on the respective website of the Reference Market (as specified in § 2 of the Product Data)[,][;]]

[In the case of Securities where the Reference Market of the Underlying is the London Metal Exchange: the second business day preceding the monthly prompt date (as defined in the relevant Contract Specifications of the Underlying) of the respective delivery month of the Underlying[.][;]].

[insert further method for the determination of the Roll Over Date]

The determination of the relevant Roll Over Date will be published according to § 6 of the General Conditions.]

"Security Holder" means the holder of a Security.

["Settlement Cycle" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in the securities that form the basis of the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

["Short Selling Fee" means the Short Selling Fee as specified in § 1 of the Product and Underlying Data.

The Calculation Agent will, in the case of not only immaterial changes in the market conditions for short sales (such as changes in taxation with regard to dividend payments, changes in lending fees for the securities contained in the index, changes in the index, change in hedging costs), adjust the Short Selling Fee to such changed market conditions. The extent of the adjustment is determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) based on the extent of the changes in the relevant market conditions. The methodology used to determine the Short Selling Fee at the First Trade Date may not be subsequently changed to the detriment of the Security Holders. The Short Selling Fee shall not exceed the Maximum Short Selling Fee (including). The Issuer will provide notice of such adjustment pursuant to § 6 of the General Conditions.

"**Short Selling Fee Excess Call Event**" means a situation where the adjustment of the Short Selling Fee to changed market conditions would, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, lead to a Short Selling Fee lying above the Maximum Short Selling Fee.

"**Short Selling Fee (t)**" means the Short Selling Fee applicable on the relevant calendar day (t).

[

"**Short Selling Fee Adjustment**" means an amount in the Underlying Currency, which is calculated by the Calculation Agent on the respective Observation Date for each calendar day (t) within the period from the First Trade Date (excluding) to the respective Observation Date (including) as follows:

$$\sum_{t=1}^n \text{Reference Price (t-1)} \times \frac{\text{Short Selling Fee (t)}}{365.25}$$

Where:

"**n**" means the number of calendar days (t) from the First Trading Date (including) to the relevant Observation Date (including).

"**Reference Price (t-1)**" means the Reference Price which is published one Calculation Date prior to the calendar day (t).]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Transaction Fee**" means a fee, expressed in per cent., as determined by the Calculation Agent at each Roll Over Date in its reasonable discretion (§ 315 BGB) under consideration of the then current market conditions for transactions in commodity futures contracts (e.g. transaction costs and other costs and fees, which are usually charged in relation to such transactions). At any time, the Transaction Fee will lie in a range of 0% (including) and a maximum of [Insert][0,5%] (including).]

"**Underlying**" means [the Underlying as specified in § 1 of the Product and Underlying Data.] [The Underlying is specified by the Index Sponsor and is calculated by the Index Calculation Agent.] [On each Roll Over Date, the expiring Underlying will be "rolled" (the "**Roll Over**") into the futures contract, traded on the Reference Market, with the immediately following delivery month (the "**New Underlying**"). The price difference between the Underlying and the New Underlying (*contango* or *backwardation*) will be compensated by adjusting the Participation Factor [Current][New]. After each Roll Over Date, any reference in the Terms and Conditions of these Securities to the Underlying shall be deemed to refer to the respective New Underlying.]

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Website[s] for Notices**" means the Website[s] for Notices as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website[s] of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest

[In the case of non-interest bearing Securities, the following applies:]

Interest: The Securities do not bear interest.]

[In the case of interest bearing Securities, the following applies:]

- (1) *Interest:* The Security Holders may demand payment of the Interest Amount at each Interest Payment Date.

"**Interest Payment Date**" means each day which falls [*Insert relevant period*] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the [*Insert relevant date*]. The final Interest Payment Date shall be the Redemption Date in relation to which the respective Security Holder exercises its Redemption Right or the Call Date in relation to which the Issuer exercises its Regular Call Right [or the Maturity Date], as the case may be.

"**Record Date**" means [*Insert Record Date*].]

- (2) *Interest Amount:* The "**Interest Amount**" will be calculated by the Calculation Agent, by multiplying the Coupon with the Day Count Fraction.

"**Coupon**" means [*Insert Coupon*].

"**Day Count Fraction**" means, in respect of the calculation of the Interest Amount on any Security for any period of time (the "**Calculation Period**") the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).

The Interest Amount shall be payable in arrear pursuant to the provisions in § 6 of the Special Conditions.]

§ 3

Redemption[, Dividend Payment]

- [(1)] *Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the respective Redemption Date or the respective Call Date [or the Maturity Date] pursuant to the provisions of § 6 of the Special Conditions.

[In the case of Securities linked to an index as Underlying, for which "Distributing Index" is specified in the column "Index Type" of the relevant table in § 2 of Part B – Product and Underlying Data, the following applies:]

- (2) *Dividend payment:* The Security Holders shall be entitled to receive payment of the respective Dividend Amount (k) (with k = 1, 2, ...) per Security at each Dividend Amount Payment Date (k) (with k = 1, 2, ...).

The right to receive payment of Dividend Amounts ceases for a Security Holder after expiration of the Dividend Period (k) (with k = 1, 2, ...) immediately preceding the Observation Date in relation to which he exercises his Redemption Right, or in relation to which the Issuer exercises its Regular Call Right, as the case may be.

The respective Dividend Amount (k) (with k = 1, 2, ...) shall be paid pursuant to the provisions of § 6 of the Special Conditions.]

§ 4

Redemption Amount[, Dividend Amount]

[(1)] *Redemption Amount:* With respect to any Redemption Date[,][or] Call Date [or the Maturity Date], as the case may be, and the corresponding Observation Date, the Redemption Amount equals an amount in the Specified Currency, calculated or specified by the Calculation Agent as follows:

[In the case of Closed End and Open End Securities, the following applies:

Redemption Amount = [max[Relevant Reference Price x Ratio][/ FX (final)] [x FX (final)]] [max(Relevant Reference Price [- Quanto Fee Adjustment] [- Management Fee Adjustment] [- Short Selling Fee Adjustment] [- Index Calculation Fee Adjustment]; 0) x Ratio [/ FX (final)] [x FX (final)]]]

[In the case of Closed End Leverage Securities and Open End Leverage Securities, the following applies:

Redemption Amount = max(Relevant Reference Price; 0) x Ratio [/ FX (final)] [x FX (final)]]

[For the calculation of the Redemption Amount one index point corresponds to one unit of the Underlying Currency (e.g. EUR 1.00 for Euro or USD 1.00 for US-Dollar).]

The method of calculation or, respectively, specification of the Redemption Amount is subject to adjustments and market disruptions pursuant to § 7[,] [and] § 8 [and § 9] of the Special Conditions.

[In the case of a futures contract as Underlying the following applies:

Redemption Amount = max(Relevant Reference Price x Participation Factor Current [- Quanto Fee Adjustment] [- Management Fee Adjustment] [- Short Selling Fee Adjustment] [- Index Calculation Fee Adjustment]; 0) x Ratio [/ FX (final)] [x FX (final)]]

The method of calculation or, respectively, specification of the Redemption Amount is subject to adjustments and market disruptions pursuant to § 7[,] [and] § 8 [and § 9] of the Special Conditions.

[In the case of Securities linked to an index as Underlying, for which “Distributing Index” is specified in the column “Index Type” of the relevant table in § 2 of Part B – Product and Underlying Data, the following applies:

(2) *Dividend Amount:* The Dividend Amount (k) (with k = 1, 2, ...) equals an amount in the Specified Currency, which is calculated by the Calculation Agent at the respective Dividend Observation Date (k) (with k = 1, 2, ...) as follows:

Dividend Amount (k) = Dividend Value (k) x Ratio

[For the calculation of the Dividend Amount one index point corresponds to one unit of the Underlying Currency (e.g. EUR 1.00 for Euro or USD 1.00 for US-Dollar).]

The method of calculation of the Dividend Amount is subject to adjustments and market disruptions pursuant to § 7 [,] [and] § 8 [and § 9] of the Special Conditions.]

Product Type 10: Express Securities

Product Type 11: Express Plus Securities

Product Type 12: Express Securities with Additional Amount

[In the case of Express [Plus] Securities, Express Securities with Additional Amount, the following applies:

§ 1

Definitions

["**Additional Amount (k)**"] means the Additional Amount (k) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount (l)**"] means the Additional Amount (l) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount (m)**"] means the Additional Amount (m) as specified in § 1 of the Product and Underlying Data.["**Additional Amount Payment Date (k)**"] means the respective Additional Amount Payment Date (k) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (l)**"] means the Additional Amount Payment Date (l) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (m)**"] means the respective Additional Amount Payment Date (m) as specified in § 1 of the Product and Underlying Data.]

[In the case of Express Securities with Additional Amount, the following applies:

"**Additional Amount Payment Event**" means that the Reference Price is equal to or greater than the respective Additional Amount Payment Level (m) on the respective Observation Date (m).

"**Additional Amount Payment Level (m)**" means [the respective Additional Amount Payment Level (m) as specified in § 1 of the Product and Underlying Data.] [the respective Additional Amount Payment Factor (m) multiplied by R (initial).]

["**Additional Amount Payment Factor (m)**"] means the respective Additional Amount Payment Factor (m) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – in the reasonable discretion (§ 315 BGB) of the Calculation Agent, affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of an index as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
- (d) [a Hedging Disruption occurs;
- (e) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of a commodity as Underlying, the following applies:

- [(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change[;
- (b) a Hedging Disruption occurs].]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") is open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"**Banking Day Financial Centre**" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

"**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial)].

[In the case of Securities with continuous Barrier observation, the following applies:

"**Barrier Event**" means that any price of the Underlying as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] with continuous observation during the Barrier Observation Period is [equal to or] lower than the Barrier.]

[In the case of Securities with date-related Barrier observation, the following applies:

"**Barrier Event**" means that any Reference Price on the respective Barrier Observation Date is lower than the Barrier.]

[In the case of Securities where the Barrier is still to be specified, the following applies:

"**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [●] Banking Days.]]

[In the case of Securities with continuous Barrier observation, the following applies:

"**Barrier Observation Period**" means each Calculation Date from the First Day of the Barrier Observation Period (including) to the Last Day of the Barrier Observation Period (including).]

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"Calculation Date" means each day on which the Reference Price is published by the [Relevant Exchange] [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market][and][FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor].

"Call Event" means [Share Call Event] [Index Call Event] [Commodity Call Event] [or FX Call Event].]

"Change in Law" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§ 315 BGB) of the Issuer

- [(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer [or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)],

if such changes become effective on or after the First Trade Date.]

"Clearance System" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

"Clearance System Business Day" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"Clearing System" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**")] [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**")] [Euroclear France SA ("**Euroclear France**")] [*Insert other Clearing System(s)*].

"Commodity Call Event" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Reference Market is available or could be determined;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;]
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Determining Futures Exchange" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [– if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another [options and/or] futures exchange

as the determining futures exchange (the "**Substitute Futures Exchange**"). In the event of such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

"**Early Maturity Date (k)**" means the "Early Maturity Date (k)" as specified in § 1 of the Product and Underlying Data.

"**Early Redemption Amount (k)**" means the "Early Redemption Amount (k)" as calculated or, respectively specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Early Redemption Event**" means that the Reference Price is equal to or greater than the Early Redemption Level (k) on the respective Observation Date (k).

"**Early Redemption Level (k)**" means the ["Early Redemption Level (k)" as specified in § 1 of the Product and Underlying Data] [Early Redemption Factor (k) x R (initial)].

["**Early Redemption Factor (k)**" means the "Early Redemption Factor (k)" as specified in § 1 of the Product and Underlying Data.] [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [●] Banking Days.]]

["**Expiry Date [(Data di Scadenza)]**" means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

[In the case of Express Securities, the following applies:]

"**Final Redemption Amount**" means the Final Redemption Amount as specified in § 1 of the Product and Underlying Data.

"**Final Redemption Event**" means that the Reference Price is equal to or greater than the Final Redemption Level on the Final Observation Date.

["**Final Redemption Factor**" means the Final Redemption Factor as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

"**Final Redemption Level**" means the [Final Redemption Level as specified in § 1 of the Product and Underlying Data] [Final Redemption Factor x R (initial)].

[In the case of Securities with continuous Barrier observation, the following applies:]

"**First Day of the Barrier Observation Period**" means the First Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

["**First Day of the [Best] [Worst]-out Period**" means the First Day of the [Best] [Worst]-out Period as specified in § 1 of the Product and Underlying Data.]

"**First Trade Date**" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

[In the case of Quanto Securities with physical delivery, the following applies:]

"**Fixing Sponsor**" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

["**FX**" means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

["**FX (1)**" means the official fixing of the FX Exchange Rate (1) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

["**FX (2)**" means the official fixing of the FX Exchange Rate (2) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"**FX Calculation Date**" means each day on which FX is published by the Fixing Sponsor.

["**FX Call Event**" means each of the following events:

- [(a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; or
- (b)] due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of [the respective] FX is impossible or impracticable.]

["FX Exchange Rate" means [the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency]][the FX Exchange Rate as specified in § 1][2] of Product and Underlying Data].]

["FX Exchange Rate (1)" means [the exchange rate for the conversion of [the Standard Currency into the Underlying Currency] [the Underlying Currency into the Standard Currency]][the FX Exchange Rate (1) as specified in § 1 of Product and Underlying Data].]

["FX Exchange Rate (2)" means [the exchange rate for the conversion of [the Standard Currency into the Specified Currency] [the Specified Currency into the Standard Currency]][the FX Exchange Rate (2) as specified in § 1 of Product and Underlying Data].]

["FX (final)" means FX on the FX Observation Date (final). If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).]

["FX (1) (final)" means FX (1) on the FX Observation Date (final).]

["FX (2) (final)" means FX (2) on the FX Observation Date (final).]

"FX Market Disruption Event" means each of the following events:

- (a) the failure of the Fixing Sponsor to publish the FX;
 - (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of [the respective] FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
 - (c) any other events with commercial effects which are similar to the events listed above;
- to the extent that the above-mentioned events are material in the reasonable discretion (§ 315 BGB) of the Calculation Agent.

"FX Observation Date (final)" means the [FX Observation Date (final)][Final Observation Date][as specified in § 1 of the Product and Underlying Data][immediately following the respective Observation Date]. If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).

"FX Screen Page" means the FX Screen Page as specified in § 1 of the Product and Underlying Data.]]

["Hedging Disruption" means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion (§ 315 BGB) of the Issuer are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
 - (b) realise, reclaim or pass on proceeds from such transactions or assets,
- under conditions which are economically substantially equivalent to those on the First Trade Date.]

["Increased Costs of Hedging" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion of the Issuer (§ 315 BGB) are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

["Index Calculation Agent" means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

["Index Call Event" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying is available;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency;
- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available[;
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

"Issue Date" means the Issue Date as specified in § 1 of the Product and Underlying Data.

["Issuing Agent" means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with continuous Barrier observation, the following applies:

"Last Day of the Barrier Observation Period" means the Last Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

["Last Day of the [Best] [Worst]-in Period" means the Last Day of the [Best] [Worst]-in Period as specified in § 1 of the Product and Underlying Data.]

"Market Disruption Event" means each of the following events:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying, the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a commodity as Underlying, the following applies:

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange

to the extent that such Market Disruption Event is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

"Maturity Date" means the Maturity Date as specified in § 1 of the Product and Underlying Data.

["Maximum Amount" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

"Nominal Amount" means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

"Observation Date" means each of the following Observation Dates:

["Barrier Observation Date" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Barrier Observation Date.]

["Initial Observation Date" means [the Initial Observation Date] [each of the Initial Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.]

"Final Observation Date" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date the immediately following day, which

is a Calculation Date shall be the [respective] Final Observation Date. [If the last Final Observation Date is not a Calculation Date, the Maturity Date will be postponed accordingly.] [The Maturity Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

"**Observation Date (k)**" means the "Observation Date (k)" as specified in § 1 of the Product and Underlying Data. If an Observation Date (k) is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Observation Date (k). The respective Early Redemption Date will be postponed accordingly. Interest shall not be payable due to such postponement.

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities with final Reference Price observation, the following applies:]

"**R (final)**" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:]

"**R (final)**" means the equally weighted average of the Reference Prices specified on the Final Observation Dates.]

[In the case of Securities with [best] [worst]-out observation, the following applies:]

"**R (final)**" means the [highest] [lowest] Reference Price on [each of the Final Observation Dates] [each [Insert relevant date(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]]

[In the case of Securities where R (initial) has already been specified, the following applies:]

"**R (initial)**" means R (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:]

"**R (initial)**" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:]

"**R (initial)**" means the equally weighted average of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [best] [worst]-in observation, the following applies:]

"**R (initial)**" means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [Insert relevant date(s)] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including).]

[In the case of Securities with physical delivery, the following applies:]

"**Ratio**" means the Ratio [as specified in § 1 of the Product and Underlying Data.] [which is calculated by the Calculation Agent as follows:

Ratio = [Nominal Amount [x FX (final)] [x FX (1) (final) / FX (2) (final)] / Strike] [Nominal Amount / (Strike [x FX (final)] [x FX (1) (final) / FX (2) (final)])].

The Ratio shall be rounded up or down to six decimals, with 0.0000005 being rounded upwards].]

"**Record Date**" means the Record Date as specified in § 1 of the Product and Underlying Data.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price**" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

["Relevant Exchange" means the Relevant Exchange [as specified in § 2 of the Product and Underlying Data] [, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the "**Substitute Exchange**"). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"Security Holder" means the holder of a Security.

["Settlement Cycle" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in [the securities that form the basis of] the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

["Share Call Event" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s]];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Specified Currency" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

["Standard Currency" means the Standard Currency as specified in § 1 of the Product and Underlying Data.]

"Strike" means [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R (initial)].

["Strike Level" means the Strike Level as specified in § 1 of the Product and Underlying Data.]

"Terms and Conditions" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"Underlying" means the Underlying as specified in § 1 of the Product and Underlying Data.

"Underlying Currency" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"Website[s] for Notices" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"Website[s] of the Issuer" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest[, Additional Amount]

[(1)] *Interest:* The Securities do not bear interest.

[In the case of Express Securities with Additional Amount (Memory), the following applies:

(2) *Additional Amount:* If an Additional Amount Payment Event has occurred on an Observation Date (k), the respective Additional Amount (m) will be paid on the respective Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions less all Additional Amounts (k) paid on the preceding Additional Amount Payment Dates (k).

If no Additional Amount Payment Event has occurred on this respective Observation Date (k), no respective Additional Amount (m) will be paid on a respective Additional Amount Payment Date (k).]

[In the case of Express Securities with Additional Amount (Relax), the following applies:

(2) *Additional Amount:* If an Additional Amount Payment Event has occurred [and if no Barrier Event has occurred] on an Observation Date (k), the respective Additional Amount (m) will be paid on the respective Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions.

If no Additional Amount Payment Event has occurred on an Observation Date (k), no respective Additional Amount (m) will be paid on the respective Additional Amount Payment Date (k).

[If a Barrier Event has occurred, no payment of the Additional Amount (m) will be made on any following Additional Amount Payment Date (k).]

[In the case of Securities with an unconditional Additional Amount, the following applies:

[(2)] [(3)] *Additional Amount:* The respective Additional Amount (l) will be paid [moreover] on the respective Additional Amount Payment Date (l) pursuant to the provisions of § 6 of the Special Conditions.]

§ 3

Redemption, Automatic Early Redemption

[In the case of Securities with cash settlement, the following applies:

(1) *Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Securities with physical delivery, the following applies:

(1) *Redemption:* The Securities shall be redeemed either

(i) if no Barrier Event has occurred or if a Barrier Event has occurred and R (final) is equal to or greater than the Strike by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or

(ii) if a Barrier Event has occurred and if R (final) is lower than the Strike by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].

(2) *Automatic early redemption:* If an Early Redemption Event has occurred [and no Barrier Event] the Securities will be automatically early redeemed on the immediately following Early

Maturity Date (k) by payment of the respective Early Redemption Amount (k) on the respective Early Maturity Date (k) pursuant to the provisions of § 6 of the Special Conditions.

§ 4

Redemption Amount, Early Redemption Amount

- (1) *Redemption Amount*: The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[Product Type 10: Express Securities

[In the case of Express Securities with cash settlement, the following applies:

- If a Final Redemption Event and no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If no Final Redemption Event and no Barrier Event has occurred the Redemption Amount corresponds to the Final Redemption Amount.
- If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times R (\text{final}) / \text{Strike}$$

However, the Redemption Amount in this case is not greater than the Nominal Amount.]

[In the case of Express Securities with physical delivery, the following applies:

- If a Final Redemption Event and no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If no Final Redemption Event and no Barrier Event has occurred the Redemption Amount corresponds to the Final Redemption Amount.
- If a Barrier Event has occurred and if R (final) is equal to or greater than the Strike, the Redemption Amount corresponds to the Nominal Amount.]]

[Product Type 11: Express Plus Securities

[In the case of Express Plus Securities with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times R (\text{final}) / \text{Strike}$$

However, the Redemption Amount in this case is not greater than the Nominal Amount.]

[In the case of Express Plus Securities with physical delivery, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred and if R (final) is equal to or greater than the Strike, the Redemption Amount corresponds to the Nominal Amount.]]

[Product Type 12: Express Securities with Additional Amount

[In the case of Express Securities with Additional Amount with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x R (final) / Strike

However, the Redemption Amount in this case is not greater than the Nominal Amount.]

[In the case of Express Securities with Additional Amount with physical delivery, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
 - If a Barrier Event has occurred and if R (final) is equal to or greater than the Strike, the Redemption Amount corresponds to the Nominal Amount.]]
- (2) *Early Redemption Amount:* The Early Redemption Amount (k) for an Early Maturity Date (k) is specified [in the column "Early Redemption Amount (k)" in Table [●]] in § 1 of the Product and Underlying Data.

Product Type 13: Reverse Convertible Securities

Product Type 14: Barrier Reverse Convertible Securities

Product Type 15: Express Barrier Reverse Convertible Securities

[In the case of [[Express] Barrier] Reverse Convertible Securities, the following applies:

§ 1

Definitions

["**Additional Amount (I)**"] means the Additional Amount (I) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (I)**"] means the Additional Amount Payment Date (I) as specified in § 1 of the Product and Underlying Data.]

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – in the reasonable discretion (§ 315 BGB) of the Calculation Agent, affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of an index as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of a commodity as Underlying, the following applies:

[(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the

change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change[;

(b) a Hedging Disruption occurs].]

"Aggregate Nominal Amount" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the **"TARGET2"**) is open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"Banking Day Financial Centre" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

[In the case of [Express] Barrier Reverse Convertible Securities, the following applies:

"Barrier" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial).]

[In the case of [Express] Barrier Reverse Convertible Securities with continuous Barrier observation, the following applies:

"Barrier Event" means that any price of the Underlying as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] with continuous observation during the Barrier Observation Period is equal to [or lower] than the Barrier.]

[In the case of [Express] Barrier Reverse Convertible Securities with date-related Barrier observation, the following applies:

"Barrier Event" means that any Reference Price on any Barrier Observation Date is lower than the Barrier.]

[In the case of [Express] Barrier Reverse Convertible Securities where the Barrier is still to be specified, the following applies:

"Barrier Level" means the Barrier Level as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

[In the case of [Express] Barrier Reverse Convertible Securities with continuous Barrier observation, the following applies:

"Barrier Observation Period" means each Calculation Date from the First Day of the Barrier Observation Period (including) to the Last Day of the Barrier Observation Period (including).]

[In the case of Securities with a Best-in observation, the following applies:

"Best-in Period" means [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Best-in Period (inclusive).]

[In the case of Securities with a Best-out observation, the following applies:

"Best-out Period" means [Insert relevant day(s)] between the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]

"Calculation Agent" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"Calculation Date" means each day on which the Reference Price is published by the [Relevant Exchange] [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market][and][[FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor]].

[In the case of Act/Act (ICMA), the following applies:

"Calculation Period" is each period, for which an Interest Amount is to be calculated.]

"Call Event" means [Share Call Event] [Index Call Event] [Commodity Call Event] [or FX Call Event].]

"Change in Law" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§ 315 BGB) of the Issuer

- [(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer[or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)],

if such changes become effective on or after the First Trade Date.]

"Clearance System" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

"Clearance System Business Day" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]]

"Clearing System" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**")]] [*Insert other Clearing System(s)*]].

"Commodity Call Event" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Reference Market is available or could be determined;
- (b) a Change in Law [and/or a Hedging Disruption and/or Increased Costs of Hedging] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders.]

"Day Count Fraction" means the Day Count Fraction as specified in § 2 of the Special Conditions.

"Designated Maturity" means the Designated Maturity as specified in § 1 of the Product and Underlying Data.]

"Determining Futures Exchange" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [– if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice

pursuant to § 6 of the General Conditions determine another [options and/or] futures exchange as the determining futures exchange (the "**Substitute Futures Exchange**"). In the event of such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

[In the case of Express Barrier Reverse Convertible Securities, the following applies:

"**Early Maturity Date (k)**" means the "Early Maturity Date (k)" as specified in § 1 of the Product and Underlying Data.

"**Early Redemption Amount k**" means the "Early Redemption Amount k" as calculated or, respectively specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Early Redemption Event**" means that the Reference Price is equal to or greater than the Early Redemption Level (k) on the respective Observation Date (k).

"**Early Redemption Factor (k)**" means the "Early Redemption Factor (k)" as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

"**Early Redemption Level (k)**" means the ["Early Redemption Level (k)" as specified in § 1 of the Product and Underlying Data] [Early Redemption Factor (k) x R (initial)].]

[In the case of floating rate Securities with EURIBOR as Reference Rate, the following applies:

"**Eurozone**" means the countries and territories listed in the Annex of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the Euro, in its current version.]

"**Expiry Date [(Data di Scadenza)]**" means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

"**Factor**" means the Factor as specified in § 1 of the Product and Underlying Data.]

[In the case of [Express] Barrier Reverse Convertible Securities with continuous Barrier observation, the following applies:

"**First Day of the Barrier Observation Period**" means the First Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

"**First Day of the [Best] [Worst]-out Period**" means the First Day of the [Best] [Worst]-out Period as specified in § 1 of the Product and Underlying Data.]

"**First Trade Date**" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

[In the case of Quanto Securities with physical delivery, the following applies:

"**Fixing Sponsor**" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

"**FX**" means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"**FX (1)**" means the official fixing of the FX Exchange Rate (1) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"**FX (2)**" means the official fixing of the FX Exchange Rate (2) as published by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"**FX Calculation Date**" means each day on which FX is published by the Fixing Sponsor.

"**FX Call Event**" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; or
- (b) due to the occurrence of special circumstances or force majeure (such as catastrophes,

war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of [the respective] FX is impossible or impracticable.]

"FX Exchange Rate" means [the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency]][the FX Exchange Rate as specified in § [1][2] of Product and Underlying Data].]

"FX Exchange Rate (1)" means [the exchange rate for the conversion of [the Standard Currency into the Underlying Currency] [the Underlying Currency into the Standard Currency]][the FX Exchange Rate (1) as specified in § 1 of Product and Underlying Data].]

"FX Exchange Rate (2)" means [the exchange rate for the conversion of [the Standard Currency into the Specified Currency] [the Specified Currency into the Standard Currency]][the FX Exchange Rate (2) as specified in § 1 of Product and Underlying Data].]

"FX (final)" means FX on the FX Observation Date (final).]

"FX (1) (final)" means FX (1) on the FX Observation Date (final).]

"FX (2) (final)" means FX (2) on the FX Observation Date (final).]

"FX Market Disruption Event" means each of the following events:

- (a) the failure of the Fixing Sponsor to publish the [respective] FX;
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of [the respective] FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are material in the reasonable discretion (§ 315 BGB) of the Calculation Agent.

"FX Observation Date (final)" means the [FX Observation Date (final)][Final Observation Date] [as specified in § 1 of the Product and Underlying Data] [immediately following the respective Observation Date]. If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).

"FX Screen Page" means the FX Screen Page as specified in § 1 of the Product and Underlying Data.]]

"Hedging Disruption" means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion (§ 315 BGB) of the Issuer are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
 - (b) realise, reclaim or pass on proceeds from such transactions or assets,
- under conditions which are economically substantially equivalent to those on the First Trade Date.]

"Increased Costs of Hedging" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion of the Issuer (§ 315 BGB) are needed

in order to hedge price risks or other risks with regard to its obligations under the Securities, or

(b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

"Index Calculation Agent" means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

"Index Call Event" means each of the following events:

- (a) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency;
- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available[;]
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

"Interest Amount" means the Interest Amount as specified in § 2 of the Special Conditions.

"Interest Commencement Date" means the Interest Commencement Date as specified in § 1 of the Product and Underlying Data.

"Interest Determination Date" means the [Insert] [TARGET] [London] Banking Day [prior to][at] the [beginning] [end] of the respective Interest Period. ["[TARGET] [London] Banking Day" means a day on which [TARGET2 is operational] [on which commercial banks in [London] [Insert] are open for business (including dealings in foreign exchange and foreign currency).]]

"Interest End Date" means the Interest End Date as specified in § 1 of the Product and Underlying Data [In the case of Express Barrier Reverse Convertible Securities, the following applies;], however, at the latest the Early Maturity Date (k) on which the Securities will be automatically early redeemed].

[In the case of Act/Act (ICMA), the following applies:

"Interest Payment Date" means [Insert date and month] of each year.]

"Interest Payment Date" means [the Interest Payment Date] [each Interest Payment Date] as specified in § 1 of the Product and Underlying Data. [Interest Payment Dates are subject to postponements pursuant to the Terms and Conditions of these Securities].]

[In the case of Act/Act (ICMA), the following applies:

"Interest Period" means each period from an Interest Payment Date (including) to the immediately following Interest Payment Date (excluding).]

"Interest Period" means the [respective] period from the Interest Commencement Date (including) to the [first Interest Payment Date (excluding) and from each Interest Payment Date (including) to the respective following Interest Payment Date (excluding)]. The last Interest Period shall end on the] Interest End Date (excluding).]

"Interest Rate" means the Reference Rate as specified in § 2 of the Special Conditions.

"Issue Date" means the Issue Date as specified in § 1 of the Product and Underlying Data.

["**Issuing Agent**" means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with continuous Barrier observation, the following applies:]

"**Last Day of the Barrier Observation Period**" means the Last Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

["**Last Day of the [Best] [Worst]-in Period**" means the Last Day of the [Best] [Worst]-in Period as specified in § 1 of the Product and Underlying Data.]

"**Market Disruption Event**" means each of the following events:

[In the case of a share, a depository receipt as Underlying, the following applies:]

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying, the following applies:]

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a commodity as Underlying, the following applies:]

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange

to the extent that such Market Disruption Event is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

"**Maturity Date**" means the Maturity Date as specified in § 1 of the Product and Underlying Data.

"**Maximum Interest Rate**" means the Maximum Interest Rate as specified in § 1 of the Product and Underlying Data.]

"**Minimum Interest Rate**" means the Minimum Interest Rate as specified in § 1 of the Product and Underlying Data.]

"**Negative Spread**" means the Negative Spread as specified in § 1 of the Product and Underlying Data.]

"**Nominal Amount**" means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

"**Observation Date**" means each of the following Observation Dates:

[In the case of [Express] Barrier Reverse Convertible Securities with date-related Barrier observation, the following applies:

"**Barrier Observation Date**" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Barrier Observation Date.]

"**Initial Observation Date**" means [the Initial Observation Date] [each of the Initial Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.

"**Final Observation Date**" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date the immediately following day, which is a Calculation Date shall be the [respective] Final Observation Date. [If the last Final Observation Date is not a Calculation Date, the Maturity Date will be postponed accordingly.] [The Maturity Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

[In the case of Express Barrier Reverse Convertible Securities, the following applies:

"**Observation Date (k)**" means the "Observation Date (k)" as specified in § 1 of the Product and Underlying Data. If an Observation Date (k) is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Observation Date (k). The respective Early Redemption Date will be postponed accordingly. Interest shall not be payable due to such postponement.]

"**Positive Spread**" means the Positive Spread as specified in § 1 of the Product and Underlying Data.]

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities where R (initial) has already been specified, the following applies:

"**R (initial)**" means R (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with final Reference Price observation, the following applies:

"**R (final)**" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:]

"**R (final)**" means the equally weighted average of the Reference Prices specified on the Final Observation Dates.]

[In the case of Securities with [best] [worst]-out observation, the following applies:]

"**R (final)**" means the [highest] [lowest] Reference Price on [each of the Final Observation Dates] [each [*Insert relevant date(s)*] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]

[In the case of Securities with initial Reference Price observation, the following applies:]

"**R (initial)**" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:]

"**R (initial)**" means the equally weighted average of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [best] [worst]-in observation, the following applies:]

"**R (initial)**" means the [highest] [lowest] Reference Price [on] [each of the Initial Observation Dates] [each [*Insert relevant date(s)*] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including).]

[In the case of Securities with physical delivery, the following applies:]

"**Ratio**" means the Ratio [as specified in § 1 of the Product and Underlying Data.] [which is calculated by the Calculation Agent as follows:

Ratio = [Nominal Amount [x FX (final)] [x FX (1) (final) / FX (2) (final)] / Strike] [Nominal Amount / (Strike [x FX (final)] [x FX (1) (final) / FX (2) (final)])].

The Ratio shall be rounded up or down to six decimals, with 0.0000005 being rounded upwards].]

"**Record Date**" means the Record Date as specified in § 1 of the Product and Underlying Data.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Reference Banks**" means [[four] [*Insert*] major banks in the [Eurozone] [London] [*Insert*] interbank market, which will be determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) [five [●] leading swap trader in the interbank market] [*Insert other definition for Reference Banks if applicable*].]

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price**" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

"**Reference Rate**" means the Reference Rate as specified in § 2 of the Special Conditions.]

"**Reference Rate Financial Centre**" means the Reference Rate Financial Centre as specified in § 1 of the Product and Underlying Data.

"**Reference Currency**" means the Reference Currency as specified in § 1 of the Product and Underlying Data.]

"**Relevant Exchange**" means the Relevant Exchange [as specified in § 2 of the Product and Underlying Data] [, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant

Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the "**Substitute Exchange**"). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

[In the case of floating rate Securities, the following applies:

"**Screen Page**" means the Screen Page and, if applicable, the respective heading, as specified in § 1 of the Product and Underlying Data. Should this page be replaced or the respective service cease to be available, the Calculation Agent will, in its reasonable discretion (§ 315 BGB), determine another Screen Page displaying the Reference Rate. Such new Screen Page shall be notified pursuant to § 6 of the General Conditions.]

"**Security Holder**" means the holder of a Security.

"**Settlement Cycle**" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in [the securities that form the basis of] the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

"**Share Call Event**" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Standard Currency**" means the Standard Currency as specified in § 1 of the Product and Underlying Data.]

"**Strike**" means [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R (initial)].

"**Strike Level**" means the Strike Level as specified in § 1 of the Product and Underlying Data.]

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying**" means the Underlying as specified in § 1 of the Product and Underlying Data.

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest[, Additional Amount]

[(1) *Interest:* The Securities shall bear interest on their [Aggregate Nominal Amount] [Nominal Amount] from the Interest Commencement Date until the Interest End Date at the Interest Rate.]

[(1) *Interest:* The Securities shall bear interest on their [Aggregate Nominal Amount] [Nominal Amount] for [the] [each] Interest Period at the Interest Rate.]

[In the case of fixed rate Securities, the following applies:]

(2) *Interest Rate:* "**Interest Rate**" means the Interest Rate [as specified [in the column "Interest Rate" in Table [●]] in § 1 of the Product and Underlying Data.] [which is specified for the respective Interest Period in § 1 of the Product and Underlying Data.]

[In the case of floating rate Securities, the following applies:]

(2) *Interest Rate:* "**Interest Rate**" means the Reference Rate for the Designated Maturity as displayed on the respective Interest Determination Date on the Screen Page[,] [multiplied by the Factor] [[and] [plus] [minus] the [Positive Spread] [Negative Spread]].]

[In the case of Securities with a Maximum Interest Rate, the following applies:]

If the Interest Rate calculated for an Interest Period pursuant to the aforementioned provisions is greater than the Maximum Interest Rate, the Interest Rate for this Interest Period shall be the Maximum Interest Rate.]

[In the case of Securities with a Minimum Interest Rate, the following applies:]

If the Interest Rate calculated for an Interest Period pursuant to the aforementioned provisions is lower than the Minimum Interest Rate, the Interest Rate for this Interest Period shall be the Minimum Interest Rate.]

(3) *Interest Amount:* The [respective] "**Interest Amount**" will be calculated by multiplying the product of the Interest Rate and the [Aggregate Nominal Amount] [Nominal Amount] with the Day Count Fraction.

The [respective] Interest Rate will be due for payment on the respective Interest Payment Date pursuant to the provisions of § 6 of the Special Conditions.

(4) *Day Count Fraction:* "**Day Count Fraction**" is with respect to the calculation of the Interest Amount for an Interest Period:

[In the case of Securities where "30/360", "360/360" or "Bond Basis" pursuant to ISDA 2000 is applicable, the following applies:]

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

[In the case of Securities where "30/360", "360/360" or "Bond Basis" pursuant to ISDA 2006 is applicable, the following applies:]

the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

Where:

"Y₁" is the year, expressed as number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day of the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.]

[In the case of Securities where "Act/360" is applicable, the following applies:

the actual number of days in the Interest Period divided by 360.]

[In the case of Securities where "Act/Act" (ISDA) is applicable, the following applies:

the actual number of days in the Interest Period divided by 365 (or, if a portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period not falling in the leap year divided by 365).]

[In the case of Act/Act (ICMA), the following applies:

(4) **"Day Count Fraction"** means in respect of the calculation of an Interest Amount for a Calculation Period:

[[i] if the Calculation Period is equal to or shorter than the Interest Period during which it falls:] the number of days in the Calculation Period divided by [the product of (1) the number of days in the Interest Period [and (2) the number of Interest Periods normally ending in any year]].]

[[ii] if the Calculation Period is longer than one Interest Period:] the sum of

(A) the number of days in such Calculation Period falling in the Interest Period in which it begins divided by [the product of (1) the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year], and

(B) the number of days in such Calculation Period falling in the next Interest Period divided by [the product of (1) the number of days in such Interest Period [and (2) the number of Interest Periods ending in any year]].]

[In the case of floating rate Securities with EURIBOR as Reference Rate, the following applies:

(5) *Reference Rate:* **"Reference Rate"** means the offer rate (expressed as per cent. per annum) for deposits in Euros for the respective Designated Maturity which appears on the Screen Page as of [11:00 a.m.][*Insert time*], Brussels time, on the respective Interest Determination Date.

If the Screen Page is not available at the mentioned time, or if such offer rate does not appear on the Screen Page, the Calculation Agent will request each of the Reference Banks to provide its rate at which deposits in Euros are offered at approximately [11:00 a.m.][*Insert time*], Brussels time, on the respective Interest Determination Date to prime banks in the Eurozone interbank market for the respective Designated Maturity in a representative amount.

If at least two of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate will be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such quotations.

If on an Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such quotations, the respective Reference Rate will be the arithmetic mean (rounded as described above) of the rates quoted by major banks in the Eurozone, determined by the Calculation Agent in its reasonable discretion (§ 315 BGB), at

approximately 11:00 a.m., Brussels time, on that Interest Determination Date for loans in Euro to leading European banks for the respective Designated Maturity and in a representative amount.]

[In the case of floating rate Securities with LIBOR as Reference Rate, the following applies:

- (5) *Reference Rate:* "**Reference Rate**" means the offer rate (expressed as per cent. per annum) for deposits in the Reference Currency for the respective Designated Maturity which appears on the Screen Page as of [11:00 a.m.][*Insert time*], London time, on the respective Interest Determination Date.

If the Screen Page is not available at the mentioned time, or if such offer rate does not appear on the Screen Page, the Calculation Agent will request the principal London offices of each Reference Banks to provide its rate at which deposits in the Reference Currency are offered at approximately [11:00 a.m.][*Insert time*], London time, on the respective Interest Determination Date to prime banks in the London interbank market for the respective Designated Maturity in a representative amount.

If at least two of the Reference Banks provide the Calculation Agent with such quotations, the Reference Rate will be the arithmetic mean (rounded if necessary to the nearest hundred thousandth of a percentage point, with 0.000005 being rounded upwards) of such quotations.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such quotations, the respective Reference Rate will be the arithmetic mean (rounded as described above) of the rates quoted by major banks in the Reference Rate Financial Centre, determined by the Calculation Agent in its reasonable discretion (§ 315 BGB), at approximately 11:00 a.m., local time at the Reference Rate Financial Centre, on that Interest Determination Date for loans in the Reference Currency to leading European banks for the respective Designated Maturity and in a representative amount.]

- [(6) *Notice:* The Calculation Agent will make all specifications and calculations, for which are provided in this § 2, and will notify the Issuer without undue delay, who will notify the Security Holders and any exchange, on which the Securities are listed and whose provisions require a notification to the exchange, for the respective Interest Period pursuant to § 6 of the General Conditions of the Securities.]]

[[1)] *Interest:* The Securities do not bear interest.

[In the case of Securities with an unconditional Additional Amount, the following applies:

- (2) *Additional Amount:* The respective Additional Amount (1) will be paid on the respective Additional Amount Payment Date (1) pursuant to the provisions of § 6 of the Special Conditions.]]

§ 3

Redemption[, Automatic Early Redemption]

[In the case of Securities with cash settlement, the following applies:

- [(1) *Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Reverse Convertible Securities with physical delivery, the following applies:

Redemption: The Securities shall be redeemed either

- (i) if R (final) is equal to or greater than the Strike, by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if R (final) is lower than the Strike, by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the

"**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

[In the case of Barrier Reverse Convertible Securities with physical delivery, the following applies:

Redemption: The Securities shall be redeemed either

- (i) if no Barrier Event has occurred or if a Barrier Event has occurred and R (final) is equal to or greater than the Strike by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if a Barrier Event has occurred and if R (final) is lower than the Strike by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

[In the case of Express Barrier Reverse Convertible Securities with physical delivery, the following applies:

(1) *Redemption:* The Securities shall be redeemed either

- (i) if no Barrier Event has occurred or if a Barrier Event has occurred and R (final) is equal to or greater than the Strike by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if a Barrier Event has occurred and if R (final) is lower than the Strike by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and divided by (FX (1) (final) / FX (2) (final))] [and multiplied by FX (final)] [and multiplied by (FX (1) (final) / FX (2) (final))].]

[In the case of Express Barrier Reverse Convertible Securities, the following applies:

- (2) *Automatic early redemption:* If an Early Redemption Event has occurred [and no Barrier Event] the Securities will be automatically early redeemed on the immediately following Early Maturity Date (k) by payment of the respective Early Redemption Amount (k) on the respective Early Maturity Date (k) pursuant to the provisions of § 6 of the Special Conditions.]

§ 4

Redemption Amount[, Early Redemption Amount]

[(1)] *Redemption Amount:* The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[Product Type 13: Reverse Convertible Securities

[In the case of Reverse Convertible Securities with cash settlement, the following applies:

- If R (final) is equal to or greater than the Strike, the Redemption Amount corresponds to the Nominal Amount.
- If R (final) is lower than the Strike, the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times R (\text{final}) / \text{Strike}]$$

[In the case of Reverse Convertible Securities with physical delivery, the following applies:

The Redemption Amount corresponds to the Nominal Amount.]]

[Product Type 14: Barrier Reverse Convertible Securities

[In the case of Barrier Reverse Convertible Securities with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times R (\text{final}) / \text{Strike}$$

However, the Redemption Amount is not greater than the Nominal Amount.]

[In the case of Barrier Reverse Convertible Securities with physical delivery, the following applies:

The Redemption Amount corresponds to the Nominal Amount.]]

[Product Type 15: Express Barrier Reverse Convertible Securities

[In the case of Express Barrier Reverse Convertible Securities with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times R (\text{final}) / \text{Strike}$$

However, the Redemption Amount is not greater than the Nominal Amount.]

[In the case of Express Barrier Reverse Convertible Securities with physical delivery, the following applies:

The Redemption Amount corresponds to the Nominal Amount.]

- (2) *Early Redemption Amount:* The Early Redemption Amount (k) corresponds to the Nominal Amount.]]

Product Type 16: Cash Collect Securities

[In the case of Cash Collect Securities, the following applies:

§ 1

Definitions

["**Additional Amount (k)**" means the Additional Amount (k) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount (l)**" means the Additional Amount (l) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (k)**" means the respective Additional Amount Payment Date (k) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (l)**" means the Additional Amount Payment Date (l) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Event**" means that the Reference Price is equal to or greater than the respective Additional Amount Payment Level (k) on the respective Observation Date (k).

"**Additional Amount Payment Level (k)**" means [the respective Additional Amount Payment Level (k) as specified in § 1 of the Product and Underlying Data.] [the respective Additional Amount Payment Factor (k) multiplied by R (initial).]

["**Additional Amount Payment Factor (k)**" means the respective Additional Amount Payment Factor (k) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [●] Banking Days.]]

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – in the reasonable discretion (§ 315 BGB) of the Calculation Agent, affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of an index as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that in the reasonable discretion (§ 315 BGB) of the Calculation Agent result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying;
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by

- another index (the "**Index Replacement Event**");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities; likewise the Issuer is not responsible for the termination of the license to use the Underlying due to an unacceptable increase in license fees (a "**License Termination Event**");
 - (d) [a Hedging Disruption occurs;
 - (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying.]

[In the case of a commodity as Underlying, the following applies:

- [(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change[;
- (b) a Hedging Disruption occurs].]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") is open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

"**Banking Day Financial Centre**" means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.]

"**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial)].

[In the case of Securities with continuous Barrier observation, the following applies:

"**Barrier Event**" means that any price of the Underlying as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] with continuous observation during the Barrier Observation Period [is equal to or] lower than the Barrier.]

[In the case of Securities with date-related Barrier observation, the following applies:

"**Barrier Event**" means that any Reference Price on the respective Barrier Observation Date is lower than the Barrier.]

[In the case of Securities where the Barrier is still to be specified, the following applies:

"**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [●] Banking Days.]]

[In the case of Securities with continuous Barrier observation, the following applies:

"**Barrier Observation Period**" means each Calculation Date from the First Day of the Barrier Observation Period (including) to the Last Day of the Barrier Observation Period (including).]

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"**Calculation Date**" means each day on which the Reference Price is published by the [Relevant Exchange] [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market] [and][[FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor]].]

"**Call Event**" means [Share Call Event] [Index Call Event] [Commodity Call Event] [or FX Call Event].]

["**Change in Law**" means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including the administrative practice of the tax or financial supervisory authorities),

in the reasonable discretion (§ 315 BGB) of the Issuer,

- [(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer[or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)],

if such changes become effective on or after the First Trade Date.]

["**Clearance System**" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] the Underlying as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

["**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**") [*Insert other Clearing System(s)*].

["**Commodity Call Event**" means each of the following:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Reference Market is available or could be determined;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;
- (d) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"**Determining Futures Exchange**" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [– if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are traded, and as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another [options and/or] futures exchange as the determining futures exchange (the "**Substitute Futures Exchange**"). In the event of such substitution, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

["**Expiry Date [(Data di Scadenza)]**" means the Expiry Date as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with continuous Barrier observation, the following applies:]

"**First Day of the Barrier Observation Period**" means the First Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

["**First Day of the [Best] [Worst]-out Period**" means the First Day of the [Best] [Worst]-out Period as specified in § 1 of the Product and Underlying Data.]

"**First Trade Date**" means the First Trade Date as specified in § 1 of the Product and Underlying Data.

[In the case of Quanto Securities with physical delivery, the following applies:]

"**Fixing Sponsor**" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

"**FX**" means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).

"**FX Calculation Date**" means each day on which FX is published by the Fixing Sponsor.

["**FX Call Event**" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) of the Special Conditions) is available; or
- (b) due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of FX is impossible or impracticable.]

"**FX Exchange Rate**" means the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency][the FX Exchange Rate as specified in § [1][2] of Product and Underlying Data].

"**FX (final)**" means FX on the FX Observation Date (final).

"**FX Market Disruption Event**" means each of the following events:

- (a) the failure of the Fixing Sponsor to publish the FX;
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are material in the reasonable discretion (§ 315 BGB) of the Calculation Agent.

"**FX Observation Date (final)**" means the [FX Observation Date (final)][Final Observation Date] [as specified in § 1 of the Product and Underlying Data] [immediately following the respective Observation Date]. If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).

"**FX Screen Page**" means the FX Screen Page as specified in § 1 of the Product and Underlying Data.]

["**Hedging Disruption**" means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion (§ 315 BGB) of the Issuer are needed in order to hedge price risks or other risks with regard to its obligations under the

Securities, or

- (b) realise, reclaim or pass on proceeds from such transactions or assets, under conditions which are economically substantially equivalent to those on the First Trade Date.]

["Increased Costs of Hedging" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which in the reasonable discretion of the Issuer (§ 315 BGB) are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

["Index Calculation Agent" means the Index Calculation Agent as specified [in the column "Index Calculation Agent" in Table 2.1] in § 2 of the Product and Underlying Data.

["Index Call Event" means each of the following events:

- (a) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable Replacement Underlying is available;
- (b) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency;
- (d) in the reasonable discretion (§ 315 BGB) of the Calculation Agent no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available[;]
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product and Underlying Data.]

"Issue Date" means the Issue Date as specified in § 1 of the Product and Underlying Data.

["Issuing Agent" means the Issuing Agent as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with continuous Barrier observation, the following applies:

"Last Day of the Barrier Observation Period" means the Last Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

["Last Day of the [Best] [Worst]-in Period" means the Last Day of the [Best] [Worst]-in Period as specified in § 1 of the Product and Underlying Data.]

"Market Disruption Event" means each of the following events:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the

point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying, the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis of the Underlying are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to individual securities which form the basis of the Underlying, the suspension or restriction of trading on the exchanges or on the markets on which such securities are traded or on the respective futures exchange or the markets on which derivatives of such securities are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point of time of the normal calculation and is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a commodity as Underlying, the following applies:

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange

to the extent that such Market Disruption Event is material in the reasonable discretion (§ 315 BGB) of the Calculation Agent. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market or, as the case may be, the Determining Futures Exchange shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Reference Market or, as the case may be, the Determining Futures Exchange.]

"Maturity Date" means the Maturity Date as specified in § 1 of the Product and Underlying Data.

"Maximum Amount" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.

"Nominal Amount" means the Nominal Amount as specified in § 1 of the Product and Underlying Data.

"Observation Date" means each of the following Observation Dates:

["Barrier Observation Date" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Barrier Observation Date.]

["Initial Observation Date" means [the Initial Observation Date] [each of the Initial

Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.]

"Final Observation Date" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date the immediately following day, which is a Calculation Date shall be the [respective] Final Observation Date. [If the last Final Observation Date is not a Calculation Date, the Maturity Date will be postponed accordingly.] [The Maturity Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

"Observation Date (k)" means the "Observation Date (k)" as specified in § 1 of the Product and Underlying Data. If an Observation Date (k) is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Observation Date (k). The respective Additional Amount Payment Date will be postponed accordingly. Interest shall not be payable due to such postponement.]

"Principal Paying Agent" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities with final Reference Price observation, the following applies:]

"R (final)" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:]

"R (final)" means the equally weighted average of the Reference Prices specified on the Final Observation Dates.]

[In the case of Securities with [best] [worst]-out observation, the following applies:]

"R (final)" means the [highest] [lowest] Reference Price on [each of the Final Observation Dates] [each [Insert relevant date(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]]

[In the case of Securities where R (initial) has already been specified, the following applies:]

"R (initial)" means R (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:]

"R (initial)" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:]

"R (initial)" means the equally weighted average of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [best] [worst]-in observation, the following applies:]

"R (initial)" means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [Insert relevant date(s)] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including).]]

[In the case of Securities with physical delivery, the following applies:]

"Ratio" means the Ratio [as specified in § 1 of the Product and Underlying Data.] [which is calculated by the Calculation Agent as follows:

Ratio = [Nominal Amount [x FX (final)] / Strike] [Nominal Amount / (Strike [x FX (final)])].

The Ratio shall be rounded up or down to six decimals, with 0.0000005 being rounded upwards].]

"Record Date" means the Record Date as specified in § 1 of the Product and Underlying Data.]

"Redemption Amount" means the Redemption Amount as calculated or, respectively,

specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

["Reference Market" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"Reference Price" means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

["Relevant Exchange" means the Relevant Exchange [as specified in § 2 of the Product and Underlying Data] [, on which the components of the Underlying are traded, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will in its reasonable discretion (§ 315 BGB) by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the relevant exchange (the **"Substitute Exchange"**). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"Security Holder" means the holder of a Security.

["Settlement Cycle" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in [the securities that form the basis of] the Underlying, during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

["Share Call Event" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [[and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders].]

"Specified Currency" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"Strike" means [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R (initial)].

["Strike Level" means the Strike Level as specified in § 1 of the Product and Underlying Data.]

"Terms and Conditions" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"Underlying" means the Underlying as specified in § 1 of the Product and Underlying Data.

"Underlying Currency" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"Website[s] for Notices" means the Website[s] for Notices as specified in § 1 of the Product and Underlying Data.

"Website[s] of the Issuer" means the Website[s] of the Issuer as specified in § 1 of the Product and Underlying Data.

§ 2

Interest, Additional Amount

- (1) *Interest:* The Securities do not bear interest.

[In the case of Cash Collect Securities (Memory), the following applies:]

- (2) *Conditional Additional Amount:* If an Additional Amount Payment Event has occurred on an Observation Date (k), the respective Additional Amount (k) will be paid on the corresponding Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions less the sum of all Additional Amounts (k) already paid on the preceding Additional Amount Payment Dates (k).

If no Additional Amount Payment Event has occurred on this respective Observation Date (k), no Additional Amount (k) will be paid on the corresponding Additional Amount Payment Date (k).]

[In the case of Cash Collect Securities (Relax), the following applies:]

- (2) *Conditional Additional Amount:* If an Additional Amount Payment Event has occurred on an Observation Date (k) [and if no Barrier Event has occurred on or prior to this Observation Date (k)], the respective Additional Amount (k) will be paid on the corresponding Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions.

If no Additional Amount Payment Event has occurred on this respective Observation Date (k), no Additional Amount (k) will be paid on the corresponding Additional Amount Payment Date (k).

[If a Barrier Event has occurred on or prior to an Observation Date (k), from then on no payment of any Additional Amount (k) will be made on any following Additional Amount Payment Date (k).]

[In the case of Securities with an unconditional Additional Amount, the following applies:]

- [(2)] [(3)] *Unconditional Additional Amount:* The respective Additional Amount (l) will be paid [moreover] on the respective Additional Amount Payment Date (l) pursuant to the provisions of § 6 of the Special Conditions.]

§ 3

Redemption

[In the case of Securities with cash settlement, the following applies:]

Redemption: The Securities shall be redeemed by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Securities with physical delivery, the following applies:]

Redemption: The Securities shall be redeemed either

- (i) if no Barrier Event has occurred or if a Barrier Event has occurred and R (final) is equal to or greater than the Strike by payment of the Redemption Amount on the Maturity Date pursuant to the provisions of § 6 of the Special Conditions, or
- (ii) if a Barrier Event has occurred and if R (final) is lower than the Strike by delivery of the Underlying in a quantity expressed by the Ratio per Security. If the Ratio leads to a non-deliverable fraction of the Underlying, a cash amount expressed in the Specified Currency will be paid in the amount of the value of the non-deliverable fraction of the Underlying (the "**Supplemental Cash Amount**") which is calculated from the Reference Price on the Final Observation Date multiplied by the non-deliverable fraction of the Underlying [and divided by FX (final)] [and multiplied by FX (final)].

§ 4

Redemption Amount

Redemption Amount: The "**Redemption Amount**" corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[In the case of Cash Collect Securities with cash settlement, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred, the Redemption Amount is specified according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times R (\text{final}) / \text{Strike}$$

However, the Redemption Amount in this case is not greater than the Nominal Amount.]

[In the case of Cash Collect Securities with physical delivery, the following applies:

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred and if R (final) is equal to or greater than the Strike, the Redemption Amount corresponds to the Nominal Amount.]

[Special Conditions that apply for all product types:

§ 5

[Redemption Right of the Security Holders, Issuer's Regular Call Right,] [Issuer's Extraordinary Call Right]

[In the case of Closed End, Closed End Leverage and Open End Securities, the following applies:

- (1) *Redemption Right of the Security Holders:* Each Security Holder may demand redemption of the Securities pursuant to the provisions of § 4 (1) of the Special Conditions against delivery of the Securities to the account of the Principal Paying Agent No. [Insert account number] with the Clearing System to the Issuer's order (the "**Redemption Right**") at [each Banking Day][the last Banking Day of the [month][months] of [Insert month(s)] of each year] starting on the First Redemption Date [until the Maturity Date (excluding)] (each such date a "**Redemption Date**").

The exercise of the Redemption Right shall be declared by the Security Holder by transmission of a duly completed form (the "**Redemption Notice**"), available at the offices of the Issuer during normal business hours, to the Issuer at least [Insert notice period] Banking Days prior to the designated Redemption Date.

The Redemption Notice shall include in particular:

- (a) the name and the address of the Security Holder, with sufficiently conclusive proof of ownership to the Principal Paying Agent that such Security Holder at the time of such notice is a holder of the respective Securities;
- (b) the security identification number and the number of Securities in relation to which the Redemption Right shall be exercised;
- (c) the cash account held by a bank to which the Redemption Amount is to be transferred.

If the number of Securities stated in the Redemption Notice deviates from the number of Securities transferred to the Principal Paying Agent, the Redemption Notice shall be deemed to have been submitted for the number of Securities corresponding to the smaller of the two numbers. Any remaining Securities are transferred back to the Security Holder at the latter's expense and risk.

No Redemption Right so exercised may be revoked or withdrawn.

- (2) *Issuer's Regular Call Right:* The Issuer may at [each Banking Day][the last Banking Day of the [month][months] of [Insert month(s)] of each year] starting on the First Call Date [until the Maturity Date (excluding)] (each such date a "**Call Date**") call the Securities completely but not partially (the "**Regular Call Right**") and redeem them pursuant to § 4 (1) of the Special Conditions.

The Issuer shall give notice of such call at least [Insert notice period] prior to the relevant Call Date pursuant to § 6 of the General Conditions. Such notice shall be irrevocable and shall specify the relevant Call Date.

The Redemption Right of the Security Holders remains unaffected until the last Redemption Date immediately preceding the Call Date.]

[In the case of Securities with Issuer's Extraordinary Call Right, the following applies:

- [(3)] *Issuer's extraordinary call right:* Upon the occurrence of a Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. Such call shall become effective at the time indicated in the notice. The application of §§ 313, 314 BGB remains reserved.

The "**Cancellation Amount**" shall be the fair market value of the Securities as of [the tenth Banking Day] [insert days] before the extraordinary call becomes effective, determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).

The Cancellation Amount will be paid within five Banking Days following the date as of which the extraordinary call becomes effective, or at the date specified in the above mentioned

notice, as the case may be, pursuant to the provisions of § 6 of the Special Conditions.]

[In the case of Securities without a Redemption Right of the Security Holders, an Issuer's Regular Call Right and an Issuer's Extraordinary Call Right, the following applies:

(intentionally omitted)

§ 6

Payments[, Deliveries]

[In the case of Securities where the Specified Currency is the Euro, the following applies:

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.]

[In the case of Securities where the Specified Currency is not Euro, the following applies:

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.]
- (2) *Business day convention:* If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such a payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

[In the case of Securities with physical delivery, the following applies:

- (5) *Delivery:* The Delivery of the Underlying and the payment of a Supplemental Cash Amount shall be made within five Banking Days after the Maturity Date (the "**Delivery Period**") to the Clearing System for credit to the accounts of the relevant depository banks of the Security Holders. All costs, incl. possible custody fees, exchange turnover taxes, stamp taxes, transaction fees, other taxes or levies (together the "**Delivery Costs**"), incurred as a result of the delivery of the Underlying, shall be borne by the respective Security Holder. Subject to the provisions of these Terms and Conditions, the Underlying shall be delivered at the Security Holder's own risk. If the Maturity Date of a delivery or payment is not a Banking Day, such delivery or payment shall be made on the next following Banking Day. Such delay will not constitute any entitlement to interest or other payments. The Issuer shall not be obliged to forward to the Security Holders any notifications or documents of the issuer of the Underlying that were provided to the Issuer prior to such delivery of the Underlying, even if such notifications or other documents refer to events that occurred after delivery of the Underlying. During the Delivery Period the Issuer shall not be obliged to exercise any rights under the Underlying. The Issuer shall be entitled to claim in an Underlying that exist prior to or on the Maturity Date, provided that the day, on which the Underlying is traded for the first time on the Relevant Exchange "ex" of such claim, falls on or prior to such Maturity Date.
- (6) *Transaction Disturbance:* If, in the reasonable discretion (§ 315 BGB) of the Calculation Agent, an event outside of the Issuer's control, which results in the Issuer not being able to deliver the Underlying pursuant to the Terms and Conditions of these Securities (a "**Transaction Disturbance**") and this Transaction Disturbance has occurred prior to delivery of the Underlying and continues to exist on the Maturity Date, then the first day of the

Delivery Period shall be postponed to the next Banking Day, on which no Transaction Disturbance exists. The Security Holders shall be notified accordingly pursuant to § 6 of the General Conditions. The Security Holders shall not be entitled to interest payment or other amounts, if a delay in the delivery of the Underlying occurs in accordance with this paragraph. The Issuer shall not be liable in this respect. In the event of a Transaction Disturbance, the Securities may, in the reasonable discretion (§ 315 BGB) of the Issuer and the Calculation Agent be redeemed at the Cash Value of the Redemption Price. The "**Cash Value of the Redemption Price**" is an amount determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) on the basis of the stock exchange or market price of the Underlying on the Final Observation Date or, should such stock exchange or market prices not be available, the volume weighted average of the stock exchange or market prices in a representative period or, should such volume weighted average not be available, an amount determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

[In the case of interest bearing Securities with a temporary Global Note, which are exchanged by a permanent Global Note, the following applies:

([5][7]) Payments of interest on the Securities represented by a Temporary Global Note shall be made only upon delivery of the Non-U.S. Beneficial Ownership Certificates (as described in § 1 of the General Conditions) by the relevant participants to the Clearing System.]

§ 7

Market Disruptions

(1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an [Observation Date][Roll Over Date], the respective [Observation Date][Roll Over Date] will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.

[If a FX Market Disruption Event occurs on a FX Observation Date, the respective FX Observation Date will be postponed to the next following FX Calculation Date on which the FX Market Disruption Event no longer exists.]

Any Payment Date relating to such [Observation Date][Roll Over Date] [or FX Observation Date, as the case may be] shall be postponed if applicable. Interest shall not be payable due to such postponement.

(2) *Discretionary valuation:* Should the Market Disruption Event continue for more than [Insert number of Banking Days] consecutive Banking Days the Calculation Agent shall determine in its reasonable discretion (§ 315 BGB) the respective Reference Price required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such Reference Price shall be determined in accordance with prevailing market conditions at [Insert time and financial centre] on this [Insert number of following Banking Day] Banking Day, taking into account the economic position of the Security Holders.

If within these [Insert number of Banking Days] Banking Days traded Derivatives of the Underlying expire and are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange for the there traded Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. In that case, the expiration date for those Derivatives is the respective [Observation Date][Roll Over Date].

[Should the FX Market Disruption Event continue for more than [Insert number of Banking Days] consecutive Banking Days, the Calculation Agent shall determine in its reasonable discretion (§ 315 BGB) the respective FX. The FX required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall be determined in accordance with prevailing market conditions at [Insert time and financial centre] on this [Insert number of following Banking Day] Banking Day, taking into account the economic position of the Security Holders.]

[In the case of Closed End Securities and Open End Securities linked to an index as Underlying, for which "Distributing Index" is specified in the column "Index Type" of the relevant table in § 2 of Part B – Product and Underlying Data, the following applies:]

- (3) *Dividend Market Disruption:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Dividend Market Disruption Event occurs on a Dividend Observation Date, the respective Dividend Observation Date will be postponed to the next following Calculation Date on which the Dividend Market Disruption Event no longer exists.

Should the Dividend Market Disruption Event continue for more than [Insert number of Banking Days] consecutive Banking Days, the Calculation Agent shall determine in its reasonable discretion (§ 315 BGB) the respective Theoretical Cash Component for the respective Dividend Observation Date. The Theoretical Cash Component required for the calculation of the Dividend Amount shall be determined in accordance with prevailing market conditions at [Insert time and financial centre] on this [Insert number of following Banking Day] Banking Day, taking into account the economic position of the Security Holders.

Any Payment Date relating to such Dividend Observation Date shall be postponed if applicable. No interest is due because of such postponement.]

[In the case of a share or a depository receipt as Underlying, the following applies:]

§ 8

Adjustments, Replacement Specification

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Calculation Agent shall in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities (in particular the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.
- (2) *Replacement Specification:* If a price of the Underlying published by the Relevant Exchange pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish the respective value by using the Corrected Value (the "**Replacement Specification**") pursuant to § 6 of the General Conditions.
- (3) The application of §§ 313, 314 BGB remains reserved.]

[In the case of an index as Underlying, the following applies:]

§ 8

Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification

- (1) *Index Concept:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Underlying with its provisions currently applicable, as developed and maintained by the Index Sponsor, as well as the respective method of calculation, determination, and publication of the price of the

Underlying (the "**Index Concept**") applied by the Index Sponsor. This shall also apply if during the term of the Securities changes are made or occur in respect of the Index Concept, or if other measures are taken, which have an impact on the Index Concept, unless otherwise provided in the below provisions.

- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Calculation Agent shall in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities (in particular the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Underlying:* In cases of an Index Replacement Event or a License Termination Event, the adjustment pursuant to paragraph (2) is usually made by the Calculation Agent in its reasonable discretion (§ 315 BGB) determining, which index should be used in the future as Underlying (the "**Replacement Underlying**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made as well as the time of its first application will be published in accordance with § 6 of the General Conditions. From the first application of the Replacement Underlying on, any reference to the replaced Underlying in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Underlying.
- (4) *New Index Sponsor and New Index Calculation Agent:* If the Underlying is no longer determined by the Index Sponsor but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as determined by the New Index Sponsor. In this case, any reference to the replaced Index Sponsor in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. If the Underlying is no longer calculated by the Index Calculation Agent but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as calculated by the New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent.
- (5) *Replacement Specification:* If a price of the Underlying published by the Index Sponsor or the Index Calculation Agent, as the case may be, pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Index Sponsor or the Index Calculation Agent, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").
- (6) The application of §§ 313, 314 BGB remains reserved.]

[In the case of a commodity as Underlying, the following applies:]

§ 8

Relevant Trading Conditions, Adjustments, Replacement Reference Market

- (1) *Relevant Trading Conditions:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Underlying taking in consideration
 - (a) the method of price determination,
 - (b) the trading conditions (in particular in terms of the quality, the quantity and the currency of trading) and
 - (c) other value determining factors,applicable on the Reference Market in respect of the Underlying (together the "**Relevant Trading Conditions**"), unless otherwise provided in below provisions.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Calculation Agent shall in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities (in particular the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. Any adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Reference Market:* In the event of
 - (a) a final discontinuation of the trading in the Underlying at the Reference Market,
 - (b) a material change of the market conditions at the Reference Market or
 - (c) a material limitation of the liquidity of the Underlying at the Reference Market,with the trading in the same commodity being continued on another market without restrictions, the Calculation Agent in its reasonable discretion (§ 315 BGB) shall determine that such other market will be used in the future as Reference Market (the "**Replacement Reference Market**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in order to account for any difference in the method of price determination and the trading conditions applicable to the Underlying on the Replacement Reference Market (in particular in terms of the quality, the quantity and the currency of trading) (together the "**New Relevant Trading Conditions**"), as compared to the original Relevant Trading Conditions. The Replacement Reference Market and the performed adjustments and the time that it is first applied will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Reference Market, any reference to the replaced Reference Market in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Reference Market.
- (4) The application of §§ 313, 314 BGB remains reserved.]

[In the case of Open End Securities and Open End Leverage Securities linked to a futures contract as Underlying, the following applies:

§ 8

Contract Specifications, Adjustments, Replacement Underlying, Replacement Reference Market

- (1) *Contract Specifications:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Underlying under consideration of
 - (a) the method of price determination,
 - (b) the trading conditions (in particular in terms of the quality, the quantity and the currency of trading),
 - (c) the delivery month and
 - (d) other value determining factors,applicable on the Reference Market in respect of the Underlying (together the "**Contract Specifications**"), unless otherwise provided in below provisions.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Calculation Agent shall in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities (in particular the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent pursuant to the Terms and Conditions of these Securities, etc.) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. Any adjustment will be made by the Calculation Agent taking into account the adjustments of the Derivatives linked to the Underlying actually performed by the Determining Futures Exchange and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments are made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities will regularly remain unchanged. The adjusted method for the calculation or, respectively, specification of the Redemption Amount, the adjusted Ratio and the time of its initial application will be published in accordance with § 6 of the General Conditions.
- (3) *Replacement Reference Market:* In the event of
 - (a) a final discontinuation of the trading in the Underlying at the Reference Market,
 - (b) a material change of the market conditions at the Reference Market or
 - (c) a material limitation of the liquidity of the Underlying at the Reference Market,with the trading being continued in another futures contract linked to the same commodity as the underlying on another market without restrictions, the Calculation Agent in its reasonable discretion (§ 315 BGB) shall determine that such other futures contract (the "**Replacement Underlying**") and such other market will be used in the future as Reference Market (the "**Replacement Reference Market**"). If necessary, the Calculation Agent, moreover, will make further adjustments to the Terms and Conditions of these Securities (in particular to the Underlying, the Ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities to account for any difference in the method of price determination and the trading conditions applicable to the Replacement Underlying on the Replacement Reference Market (in particular in terms of the quality, the quantity, the currency of trading and the delivery month) (together the "**New Relevant Trading Conditions**"), as compared to the original Relevant Trading Conditions. The Replacement Underlying, the Replacement Reference Market, the performed adjustments and the time that it is first applied will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Underlying and the Replacement Reference Market, any reference to the substituted Underlying and to the substituted Reference Market in the Terms

and Conditions of these Securities shall be deemed to refer to the Replacement Underlying and Replacement Reference Market.]

[In the case of Quanto Securities with physical delivery and in the case of Compo Securities, the following applies:

§ 9

New Fixing Sponsor, Replacement Exchange Rate

- (1) *New Fixing Sponsor:* In the event that [the] [a] FX Exchange Rate is no longer determined and published by the Fixing Sponsor, the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall occur on the basis of the determinations and publications by another person, company or institution which shall be determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) (the "**New Fixing Sponsor**"). The New Fixing Sponsor and the time of its first application shall be published pursuant to § 6 of the General Conditions. In this case, any reference to the replaced Fixing Sponsor in the Terms and Conditions of these Securities shall be deemed to refer to the New Fixing Sponsor.
- (2) *Replacement Exchange Rate:* In the event that [the] [a] FX Exchange Rate is no longer determined and published, the calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of a FX exchange rate determined and published on the basis of another method, which will be determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) (the "**Replacement Exchange Rate**"). The Replacement Exchange Rate and the time of its first application shall be published pursuant to § 6 of the General Conditions. In this case, any reference to the replaced FX Exchange Rate in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Exchange Rate.]

Conditions of the Securities incorporated by reference in the Base Prospectus

In connection with Securities which are publicly offered or admitted to trading for the first time before the date of this Base Prospectus and in connection with an increase of Securities the Conditions of the Securities as included in:

- The Base Prospectus of UniCredit Bank AG dated 29 August 2013 for the issuance of Reverse Convertible Securities and Express Securities,
- the Base Prospectus of UniCredit Bank AG dated 29 August 2013 for the issuance of Reverse Convertible Securities and Express Securities, as amended by the Supplement dated 1 October 2013,
- the Base Prospectus of UniCredit Bank AG dated 26 November 2013 for the issuance of Discount Securities, Bonus Securities and Closed End Securities,
- the Base Prospectus of UniCredit Bank AG dated 12 August 2014 for the issuance of Securities with Single-Underlying (without capital protection),
- the Base Prospectus of UniCredit Bank AG dated 12 August 2014 for the issuance of Securities with Single-Underlying (without capital protection), as amended by the Supplement dated 18 February 2015 and
- the Base Prospectus of UniCredit Bank AG dated 1 July 2015 for the issuance of Securities with Single-Underlying (without capital protection), as amended by the Supplement dated 20 August 2015

are hereby incorporated by reference into this Base Prospectus. A list setting out the information incorporated by reference is provided on page 238 et seq.

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP

The description of indices composed by the Issuer or by any legal entity belonging to the same group included in the base prospectus of UniCredit Bank AG dated 21 February 2014 for the issuance of Worst-of Bonus Securities, Worst-of Express Securities and Worst-of Express Cash Collect Securities is hereby incorporated by reference into this Base Prospectus. A list setting out the information incorporated by reference is provided on page 238 et seq.

FORM OF WAIVER NOTICE

The form of Waiver Notice is applicable for Securities which shall be admitted to trading on an Italian regulated or other equivalent market:

FORM OF WAIVER OF EXERCISE

(Name of Securities and ISIN)

To: **UniCredit Bank AG**

Facsimile: + 39 02 49535357

Failure properly to complete this waiver of exercise or to submit a substantially similar form of waiver of exercise shall result in the waiver of exercise being treated as null and void.

PLEASE USE BLOCK CAPITALS

1. Details of Holder(s) of the Securities

Name:

Address:

Facsimile:

Telephone:

2. Details of Tranche of Securities

The Tranche of Securities to which this waiver of exercise relates:

3. Waiver of Automatic Exercise

I/We, being the holder of the Securities referred to below forming part of the above Tranche of Securities, hereby waive the automatic exercise of such Securities in accordance with the Conditions thereof.

4. Number of Securities

The number of Securities is as follows:

5. Dated

6. Signed
