

*This document constitutes the base prospectus of KION GROUP AG for the purposes of Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017 on the prospectus to be published (the "**Prospectus Regulation**"), in respect of non-equity securities to be offered to the public or admitted to trading on a regulated market within the meaning of Article 2(c) of the Prospectus Regulation (the "**Prospectus**").*



KION GROUP AG

(Frankfurt am Main, Federal Republic of Germany)

as Issuer

EUR 3,000,000,000

Programme for the Issuance of Debt Instruments (the "**Programme**")

Under the EUR 3,000,000,000 Debt Issuance Programme described in this Prospectus, KION GROUP AG (the "**Issuer**") may from time to time issue notes in bearer form (the "**Notes**"). The aggregate principal amount of Notes outstanding will not at any time exceed EUR 3,000,000,000 (or its equivalent in any other currency).

Application has been made to list the Notes issued under the Programme on the official list of the Luxembourg Stock Exchange and to admit the Notes to trading on the Luxembourg Stock Exchange's regulated market "Bourse de Luxembourg" or on the professional segment of the regulated market of the Luxembourg Stock Exchange (as defined below) during a period of 12 months from the date of approval. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, as amended. However, Notes may also be issued under the Programme which are listed on a stock exchange other than the Luxembourg Stock Exchange or which are not listed on any stock exchange.

In accordance with Article 25 (1) of the Prospectus Regulation, the Issuer has requested the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in its capacity as competent authority under the Prospectus Regulation and the Luxembourg act relating to prospectuses for securities of 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en œuvre du règlement (UE) 2017/1129*) (the "**Luxembourg Law**") to provide the competent authorities in the Federal Republic of Germany ("**Germany**") with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Regulation (each a "**Notification**"). The Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area (the "**EEA**") and the United Kingdom with a Notification.

This Prospectus has been approved by the CSSF as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. By approving a prospectus, the CSSF shall give no undertaking as to the economic or financial soundness of the transaction or the quality and solvency of the Issuer in line with the provisions of Article 6(4) of the Luxembourg Law.

Arrangers
Commerzbank
UniCredit Bank

Dealers

BNP Paribas
Goldman Sachs Bank Europe SE

Commerzbank
UniCredit Bank

This Prospectus and any supplement to the Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of KION GROUP AG (www.kiongroup.com) in the section "Investor Relations". For the avoidance of doubt, the content of the aforementioned website does not form part of this Prospectus and has not been scrutinized or approved by the CSSF. This Prospectus is valid for a period of 12 months from its date of approval. **The validity ends upon expiration of 9 September 2021.**

There is no obligation in accordance with Article 23 of the Prospectus Regulation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies when the Prospectus is no longer valid.

RESPONSIBILITY STATEMENT

KION GROUP AG, with its registered office at Thea-Rasche-Straße 8, 60549 Frankfurt am Main, Federal Republic of Germany (the "**Issuer**", "**KION**", "**KION GROUP AG**", the "**Company**" and, together with all of its subsidiaries within the meaning of section 17 of the German Stock Corporation Act (*Aktiengesetz*), the "**KION Group**" or the "**Group**"), is solely responsible for the information given in this Prospectus and for the information which will be contained in the final terms (the "**Final Terms**").

The Issuer hereby declares that to the best of its knowledge the information contained in this Prospectus is in accordance with the facts and that this Prospectus makes no omission likely to affect its import.

NOTICE

This Prospectus should be read and understood in conjunction with any information, supplement hereto and with any other documents incorporated herein by reference. Full information on the Issuer and any tranche of Notes (as defined herein) is only available on the basis of the combination of the Prospectus and the Final Terms relating to such tranche of Notes.

KION has confirmed to Commerzbank Aktiengesellschaft and UniCredit Bank AG (together the "**Arrangers**", and each of them an "**Arranger**") and to the dealers set forth on the cover page and any additional dealer (each a "**Dealer**" and together the "**Dealers**") that this Prospectus contains to the best of its knowledge all information which is material in the context of the Programme and the issue and offering of Notes thereunder, that the information contained herein is accurate and complete in all material respects and is not misleading, that the opinions and intentions expressed herein are honestly held and based on reasonable assumptions, that there are no other facts the omission of which would make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; that KION has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

To the extent permitted by the laws of any relevant jurisdiction neither the Arrangers nor any Dealer accepts any responsibility for the accuracy and completeness of the information contained in this Prospectus or any supplement hereof, or any other document incorporated by reference nor for the information contained in any Final Terms.

In accordance with Article 23 of the Prospectus Regulation, the Issuer has undertaken with the Dealers to prepare and publish a supplement to this Prospectus in accordance with the Prospectus Regulation or to publish a new Prospectus if and when information herein should become materially inaccurate or incomplete or in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Prospectus has been approved and the closing of any tranche of Notes offered to the public or, as the case may be, when trading of any tranche of Notes on a regulated market begins in respect of Notes issued on the basis of this Prospectus

No person has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the Arrangers of the Programme or any of, the Dealers specified in the section entitled "*General Description of the Programme*" (together with any additional financial institution to be appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on a permanent basis) or any of them.

Neither the Arrangers nor any Dealer nor any other person mentioned in this Prospectus, excluding the Issuer, is responsible for the information contained in this Prospectus or any document incorporated herein by reference or any supplement hereto, or any Final Terms, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

This Prospectus is valid for 12 months from the date of its approval and it and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. Neither the delivery of this Prospectus, any supplement hereto, nor any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuer since such date or that any

other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession the Prospectus or any Final Terms comes are required to inform themselves about and to observe any such restrictions. For a description of certain restrictions applicable in the United States of America, the European Economic Area in general, the United Kingdom and Northern Ireland, Japan and Singapore see "Selling Restrictions" on pages 168 to 173 of this Prospectus. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and include notes in bearer form that are subject to tax law requirements of the United States of America; subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations.

Product classification pursuant to Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore:

With respect to each issuance of Notes, the Issuer will make a determination about the classification of such Notes for purposes of Section 309B(1)(a) of the Securities and Futures Act (Chapter 289) of Singapore (as modified or amended from time to time, the "**SFA**"). The Final Terms in respect of any Notes may include a legend titled "Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore" that will state the product classification of the applicable Notes (and, if applicable, beneficial interests therein) pursuant to Section 309B(1) of the SFA; *however*, unless otherwise stated in the applicable Final Terms, all Notes (or beneficial interests therein) shall be "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and "Excluded Investment Products" (as defined in the Monetary Authority of Singapore (the "**MAS**") Notice SFA 04-N12: Notice on the Sale of Investment Products and the MAS Notice FAA-N16: Notice on Recommendations on Investment Products). This notification or any such legend included in the relevant Final Terms will constitute notice to "relevant persons" for purposes of Section 309B(1)(c) of the SFA.

The Final Terms in respect of any Notes may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

If the Final Terms in respect of any Notes include a legend entitled "*Prohibition of Sales to EEA and UK Retail Investors*", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, if the above mentioned legend is included in the relevant Final Terms, no key information document required by Regulation (EU) No 1286/2014 (as amended the "**PRIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

This Prospectus may be used for subsequent offers by Dealers and/or further financial intermediaries only insofar as and for the period so specified in the Final Terms for the relevant tranche of Notes (each a "**Tranche**").

The language of this Prospectus is English. The German versions of the English language Terms and Conditions are shown in this Prospectus for additional information. As to form and content, and all rights and obligations of the holders of the Notes (the "**Holders**") and the Issuer under the Notes to be issued, German is the controlling legally binding

language if so specified in the relevant Final Terms. The Issuer accepts responsibility for the information contained in this Prospectus and confirms that the non-binding translation of the Terms and Conditions, either in the German or English language, correctly and adequately reflects the respective binding language version.

Each Dealer and/or each financial intermediary subsequently reselling or finally placing Notes to be issued under the Programme may be entitled to use this Prospectus, as further described in the section entitled "Consent to use the Prospectus" below.

This Prospectus may only be used for the purpose for which it has been published.

Neither the Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

Neither this Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or to purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase any Notes.

In connection with the issue of any Tranche of Notes under the Programme, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) named in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

In this Prospectus all references to "€", "EUR", "Euro", "euro" and "EURO" are to the currency introduced at the start of the third stage of the European Economic and Monetary Union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of May 3 1998 on the introduction of the euro, as amended, all references to "U.S. dollars" and "US \$" are to the lawful currency of the United States of America, all references to "British Pound Sterling" and "GBP" are to the lawful currency of the United Kingdom.

Tranches of Notes may be rated or unrated. Where a Tranche of Notes is rated, such rating and the respective rating agency will be specified in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Any descriptions or references to business figures or developments refer to the business years 2018 and 2019, unless specified otherwise. References to "we" or "our" should be read as references to the KION Group.

The information on any website included in the Prospectus, except for the websites listed in "*Incorporation by Reference*" below, do not form part of the Prospectus and has not been scrutinised or approved by the CSSF.

Interest amounts payable on Notes with a fluctuating rate of interest ("**Floating Rate Notes**") will be calculated by reference to a specific benchmark which will be provided by an administrator.

As of the date of this Prospectus, the specific benchmark applicable to an issue of Floating Rate Notes has not yet been determined. However, amounts payable under Floating Rate Notes may be calculated by reference to (i) EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute (EMMI) or (ii) LIBOR (London Interbank Offered Rate) which is provided by the ICE Benchmark Administration Limited (IBA); or (iii) SONIA (Sterling Overnight Index Average) which is provided by the Bank of England or (iv) SOFR (Secured Overnight Financing Rate) which is provided by the Federal Reserve Bank of New York. As at the date of this Prospectus, each of EMMI and IBA appear, whereas the Bank of England and the Federal Reserve Bank of New York are not included in the the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**" or "**BMR**"). As central banks, the Bank of England and the Federal Reserve Bank of New York are not subject to the Benchmarks Regulation.

The Final Terms will specify the name of the specific benchmark and the relevant administrator. In such case the Final Terms will further specify if the relevant administrator is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation or whether the transitional provisions in Article 51 of the Benchmarks Regulation apply (in which case the relevant administrator would not be required to obtain authorization or registration (or, if the relevant administrator is located outside the EEA, recognition, endorsement or equivalence)).

To the extent not otherwise indicated, the information contained in this Prospectus on the market environment, market developments, growth rates, market trends and competition in the markets in which the Issuer operates is taken from publicly available sources, including, but not limited to, third-party studies or the Issuer's own estimates that are also primarily based on data or figures from publicly available sources. The information from third-party sources that is cited here has been reproduced accurately. As far as the Issuer is aware and is able to ascertain from information published by such third-party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Issuer has not independently verified the market data and other information on which third parties have based their studies or the external sources on which the Issuer's own estimates are based. Therefore, the Issuer assumes no responsibility for the accuracy of the information on the market environment, market developments, growth rates, market trends and competitive situation presented in this Prospectus from third-party studies or the accuracy of the information on which the Issuer's own estimates are based. Any statements regarding the market environment, market developments, growth rates, market trends and competitive situation presented in this Prospectus regarding KION Group and its operating business areas contained in this Prospectus are based on own estimates and/or analysis unless other sources are specified.

FORWARD-LOOKING STATEMENTS

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

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including KION Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. KION Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "Risk Factors" and "KION GROUP AG". These sections include more detailed descriptions of factors that might have an impact on KION Group's business and the markets in which it operates.

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

ALTERNATIVE PERFORMANCE MEASURES

This Prospectus contains certain alternative performance measures ("APMs") which are not recognized financial measures under the International Financial Reporting Standards as issued by the International Accounting Standards Board and as adopted by the European Union ("IFRS"). Such APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with IFRS included elsewhere in the Prospectus. Investors are cautioned not to place undue reliance on these APMs and are also advised to review them in conjunction with the financial statements of the Issuers and related notes.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The audited consolidated financial statements of the Issuer as at and for the financial year ended December 31, 2019 and the audited consolidated financial statements of the Issuer as at and for the financial year ended December 31, 2018, each incorporated by reference in this Prospectus, were prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**") and the additional requirements of German commercial law pursuant to Section 315e para. 1 of the German Commercial Code (*Handelsgesetzbuch*, "**HGB**"). The condensed consolidated interim financial information of KION GROUP AG as at and for the six-month period ended June 30, 2020, which was prepared in accordance with IFRS as applicable to interim financial reporting (IAS 34) and which was reviewed, is incorporated by reference in this Prospectus.

This Prospectus contains the APMs EBIT (i.e. earnings before interest and tax), EBITDA (i.e. EBIT plus amortization, depreciation and impairment minus reversals of impairment on non-current assets), adjusted EBIT (i.e. EBIT adjusted for company-specific purchase price allocation effects and non-recurring items), adjusted EBIT margin (i.e. the ratio of adjusted EBIT to revenue), net financial debt (i.e. the sum of non-current and current financial liabilities less cash and cash equivalents), leverage on net financial debt (i.e. the ratio of net financial debt to EBITDA for the previous twelve months) and industrial net operating debt (i.e. net financial debt plus liabilities from short-term rental fleet financing and liabilities from procurement leases) (together, the "**Alternative Performance Measures**"), that are not required by, or presented in accordance with, IFRS. Such Alternative Performance Measures constitute alternative performance measures as defined in the guidelines issued by the European Securities and Markets Authority (ESMA) on October 5, 2015 (the "**ESMA Guidelines on Alternative Performance Measures**").

The Alternative Performance Measures are presented by the Issuer for the KION Group taken as a whole because it believes that such measures are frequently used by securities analysts, investors and other interested parties in evaluating companies belonging to the same industry as KION Group.

The Alternative Performance Measures are not recognized as measures under IFRS or HGB and should not be considered as substitutes for measures of profitability or liquidity determined in accordance with IFRS. The Alternative Performance Measures do not indicate whether cash flow will be sufficient or available for the KION Group's cash requirements (including debt service), and they may not necessarily develop in line with the KION Group's operating results. The Alternative Performance Measures are not meant to be indicative of future results. Because not all companies calculate such Alternative Performance Measures in the same way, the KION Group's presentation of the Alternative Performance Measures is not necessarily comparable with similarly-entitled measures used by other companies.

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GENERAL DESCRIPTION OF THE PROGRAMME

I. General

Under the Programme, KION GROUP AG may from time to time issue Notes in Series (as defined below) (each Series consisting of one or more Tranches) (each as defined below) to one or more of the following Dealers: BNP Paribas, Commerzbank Aktiengesellschaft, Goldman Sachs Bank Europe SE, UniCredit Bank AG, and any additional Dealer appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis or directly to investors.

Commerzbank Aktiengesellschaft and UniCredit Bank AG act as Arrangers in respect of the Programme.

Commerzbank Aktiengesellschaft will act as fiscal agent and paying agent (the "**Fiscal Agent**"), and other institutions, all as indicated in the applicable Final Terms, will act as paying agents (the "**Paying Agents**"). A listing agent will be appointed for each issuance under the Programme from among the Dealers or another party appointed by the Issuer at the time of such issuance.

The maximum aggregate principal amount of the Notes at any time outstanding under the Programme will not exceed EUR 3,000,000,000 (or its equivalent in any other currency). The Issuer may increase the amount of the Programme in accordance with the terms of the dealer agreement from time to time.

Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of public or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the Final Terms. Notes may be offered to non-qualified and/or qualified investors, unless the applicable Final Terms include a legend entitled "*Prohibition of Sales to EEA and UK Retail Investors*".

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

Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be, if in Euro, EUR 1,000, if in any currency other than Euro, in an amount in such other currency at least equivalent to EUR 1,000 at the time of the issue of Notes. Notes will be issued with a maturity of twelve months or more. The Notes will be freely transferable in accordance with the rules and regulations of the relevant Clearing System.

The specific terms of each Tranche will be set forth in the applicable Final Terms. The Final Terms of Notes listed on the official list and admitted to trading on the regulated market or on the professional segment of the regulated market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes listed on any other stock exchange or publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of KION GROUP AG (www.kiongroup.com).

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

The yield for Notes with fixed interest rates will be calculated by the use of the ICMA method, which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

The Risk Factors included into this Prospectus are limited to risks which are (i) specific to KION GROUP AG as Issuer as well as to the Notes, and (ii) material for taking an informed investment decision. They are presented in a limited number of categories depending on their nature. In each category the most material risk factor is mentioned first.

Under this Prospectus a summary will only be drawn up in relation to an issue of Notes with a denomination of less than EUR 100,000 (or its equivalent in other currencies). Such an issue-specific summary will be annexed to the applicable Final Terms.

Application has been made to list Notes on the official list of the Luxembourg Stock Exchange and to admit the Notes to trading on the Luxembourg Stock Exchange's regulated market "*Bourse de Luxembourg*" or on the professional segment of the regulated market which is a regulated market for the purposes of MiFID II. Notes may further be issued under the Programme which may be listed on any other stock exchange or will not be listed on any stock exchange.

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will include those operated by Clearstream Banking AG (Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany), Clearstream Banking S.A. (42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg) and Euroclear Bank SA/NV (Boulevard du Roi Albert II, 1210 Brussels, Belgium). Notes denominated in euro or, as the case may be, such other currency recognised from time to time for the purposes of eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem are intended to be held in a manner, which would allow Eurosystem eligibility. For that purpose the Notes will be deposited initially upon issue with in the case of (i) a new global note either by Clearstream Banking S.A., Luxembourg or Euroclear Bank SA/NV as common safekeeper or, (ii) a classical global note by Clearstream Banking AG, Frankfurt am Main. It does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

II. Issue Procedures

General

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

Options for sets of Terms and Conditions

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

Option I – Terms and Conditions for Notes with fixed interest rates (and Option I A as well as Option I B as defined in "Documents incorporated by Reference");

Option II – Terms and Conditions for Notes with floating interest rates (and Option II A as well as Option II B as defined in "Documents incorporated by Reference").

With respect to each type of Notes, the respective Option I A, Option I B, Option II A and Option II B is incorporated by reference into this Prospectus for the purpose of a potential increase of Notes outstanding and originally issued prior to the date of this Prospectus.

Documentation of the Conditions

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

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

Determination of Options / Completion of Placeholders

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

Determination of Options

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

Completion of Placeholders

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

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

Controlling Language

As to controlling language of the respective Conditions, the following applies:

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

RISK FACTORS

The following is a disclosure of material risk factors that are specific to KION GROUP AG and/or which may affect the ability of KION GROUP AG to fulfil its obligations under the Notes and that are material to the Notes issued under the Programme in order to assess the risks associated with these Notes. Prospective investors should consider these risk factors before deciding whether to purchase any Notes issued under the Programme. Additional material risks which KION is not currently aware of could also affect the business operations of the KION Group and adversely affect the KION Group's business activities and financial conditions and results of operations and the ability to fulfil KION's obligations under the Notes. Prospective investors should consider all information provided in this Prospectus or incorporated by reference into this Prospectus and consult with their own professional advisers if they consider it necessary. In addition, investors should be aware that the risks described might combine and thus intensify one another.

Words and expressions defined in the section "Terms and Conditions of the Notes" shall have the same meanings in this section "Risk Factors" of the Prospectus.

Risk Factors regarding KION GROUP AG and the KION Group

The risk factors regarding KION GROUP AG and the KION Group are presented in the following categories depending on their nature with the most material risk factor presented first in each category:

1. Risks related to the Industry
2. Risks related to the Issuer's Business Operations
3. Financial Risks
4. Compliance, Regulatory, Legal and Tax Risks
5. Risks related to the Issuer's Shareholder Structure

1. Risks Related to the Industry

The Issuer is exposed to substantial market risks associated with the deterioration of the global economy, in particular due to the uncertainties resulting from the SARS-CoV-2 pandemic. Large parts of its business are cyclical, and adverse changes of macroeconomic factors may negatively affect its business, financial position and results of operations.

The issuer is active in the material handling industry, which comprises two fields which also form the two operating segments of its business: Industrial Trucks & Services and Supply Chain Solutions. As a globally active Group with a partly cyclical business, the Issuer is directly, as well as indirectly through its customers and suppliers, exposed to substantial market risks associated with the deterioration of the global economy. Concerns may, for example, result from gross domestic product ("GDP") volatility, high government debt relative to GDP, widespread tax evasion, foreign exchange and price instability, currency controls, currency and interest rate fluctuations, recessions and inflation.

Recently, the global economy has been materially adversely affected by the outbreak of the SARS-CoV-2 ("COVID-19") pandemic in particular. The spread of COVID-19 rapidly intensified in many countries over the course of 2020, resulting in even larger disruptions to economic activity than initially forecast. First-quarter GDP was worse than expected in most countries, followed by an even more severe contraction in the second quarter of 2020. Consumption and services output have also dropped markedly. In addition, businesses have cut back on investment, leading to a broad-based aggregate demand shock. The steep decline in economic activity has come with a severe hit to the global labor market.¹ The adverse effects of the disease itself have been compounded by measures aimed at preventing or mitigating its further expansion, including restrictions on travel, imposition of quarantines, governmental lockdowns and curfews, other social distancing measures, and additional sanitary requirements at, and prolonged closures of, workplaces. Such countermeasures have caused significant economic downturns and recessions in a number of countries. They could ultimately result in a severe and prolonged global recession and financial crisis with considerable stock market declines and volatility. The future implications of COVID-19 for the global economy are uncertain and may exceed any current

¹ Source: IMF June 2020 World Economic Outlook Update.

expectations for worst case scenarios, especially in case of further "waves" of infections in any territory. The exact implications will depend on a number of factors, such as the duration and spread of the pandemic as well as the timing, suitability and effectiveness of measures imposed by authorities, the availability of resources required by public authorities to implement effective responses to the situation, as well as the level of civil compliance with such measures. There is no guarantee that any such measures will be effective.

Any deterioration of the global economy, either due to cyclical fluctuations or disruptive events such as COVID-19, will likely have material adverse effects on demand and, accordingly, the Issuer's sales. The order intake for new industrial trucks reflects the capital investment decisions of its customers, which depend to a great extent on the general level of economic activity in the various industries and the overall economic and financial condition of the sectors in which the Issuer's customers operate. Historically, new business in the Issuer's Industrial Trucks & Services segment has shown a very strong correlation with the performance of broad economic indicators such as industrial output. In times of heightened economic uncertainty, global pandemics or economic downturns, the Group's customers tend to postpone their capital expenditure plans, or even cancel existing orders. For the same reasons, the prices that are achievable for the Issuer's products may decline to a greater extent than currently anticipated by the Issuer. The global demand for industrial trucks has already contracted sharply in the first quarter of 2020, with the APAC (Asia-Pacific) region particularly hard hit, followed by the EMEA region (Europe, Middle East and Africa) and, in the second quarter, the Americas. As a result, orders for new industrial trucks in the first eight months of 2020 fell considerably compared with the same periods in 2019. This development may continue or become even more severe in case COVID-19 does not quickly subside. Furthermore, if the market segments and industry in which the Issuer operates are fundamentally changed by the COVID-19 pandemic in ways that are detrimental to the Issuer, its business may continue to be adversely affected even as the pandemic abates and the broader economy begins to recover.

The Issuer may not be able to off-set the cyclicity of its new business, in particular with industrial trucks, by service offerings that are generally less cyclical, also taking into account that demand for such services is to a certain extent correlated to the size of the installed base, which grows slower in periods of lower general economic activity, as well as truck utilization rates, which typically are lower in periods of lower general economic activity. The Issuer's used truck business and its short-term rental truck business, which is designed to accommodate peaks in capacity requirements of its customers, were also negatively affected by downturns in its customers' sectors. These developments may be exacerbated in the future. The Issuer's Supply Chain Solutions segment may also suffer from being exposed to customers that operate in cyclical sectors of the economy, *e.g.*, customers active in the wholesale business, fashion, automotive, metal or consumer durables sectors, and that may wish to postpone projects.

Due to COVID-19 and the related global economic downturn, production and supply chains in the Issuer's industry have already been, and may continue to be, disrupted. For example, its production in Italy was suspended for approximately three weeks following a government decree in the first quarter of 2020 due to COVID-19. As a precautionary measure, the Issuer also decided to stop production at some other production sites for up to around one month in March, April and/or May 2020, for example in Indaiatuba (Brazil) and Summerville (United States of America ("U.S.")). Some of the Issuer's employees have been infected by COVID-19, and there is no assurance that there will not be any infection chains within its activities as a result of future infections, leading to forced closures or quarantines of its workplaces. Apart from further lockdowns and various levels of restrictions of movement being imposed by governments, such as those the Issuer experienced in the People's Republic of China ("China"), Germany, Italy, the U.S. and other countries in which it is active, the Issuer may need to adapt its production capacity to lower demand levels or schedule closure times (also in order to make use of short-time work / furlough programs). Disruptions may also arise on the procurement side, given that the Issuer's suppliers often face similar challenges. In the first six months of 2020, COVID-19 caused severe and widespread supply bottlenecks, in particular affecting the Issuer's Industrial Trucks & Services segment, leading to production inefficiencies, for example with regard to casting products. The supply situation had not returned to pre-crises level even at the end of the first six months of 2020, and the Issuer may be affected by further unforeseeable disruptions in its supply chain in the future. Furthermore, the Issuer's services business as well as projects in its Supply Chain Solutions segment rely on the ability to send personnel, receive required spare parts and perform installation and service works on site. Where access to the Issuer's customers' sites is restricted, the rendering of services and execution of projects may get delayed. Elevated sickness rates and/or quarantines among the service staff could severely hamper its ability to run its services business in both segments. In addition, due to the cancellation of trade fairs and other major events, opportunities for marketing and sales were, and may in the future be, lost or reduced. Any changes in demand

resulting from COVID-19 may adversely affect order intake, revenue and cost base, which in turn may have a negative impact on the Issuer's results and liquidity.

Where economic activity has been, or will be, drastically reduced for several months, many businesses may also require additional liquidity from banks and may issue further financing requests, resulting in elevated debt levels and limited access to financing products and other financial services. Financing costs and re-financing risks have already increased, and may further increase, for the Issuer's customers and suppliers. The Issuer has already experienced insolvencies of relevant suppliers, and may do so again in the future, leading to further supply bottlenecks. A lack of financing available to its customers at all or on reasonable terms may result in such customers deferring, renegotiating or canceling planned investments, leading to less demand for the Issuer's products and services. The Issuer's customers have already requested to move agreed payment dates (*i.e.*, grant payment holidays), and may do so in the future. The Issuer's customers may also fail to meet their payment obligations or may be forced to close their business. Increased default risks may, in turn, constrain its ability to continue to provide its own financing services, leading to a further loss of business. Such financing services have proven instrumental for the Issuer in the recent past, as about half of all new truck sales carried leasing contracts in 2019, and their relevance may further increase as a result of COVID-19. A decrease in financing available to the Issuer's customers might also harm the projects business in its Supply Chain Solutions segment, where individual projects often require significant resources. Historically, the Issuer has been able to receive financing for its operations in this segment from its customers through maintaining a relatively high level of prepayments. In the event that financing becomes more difficult for them, the Issuer may not be able to receive the same level of prepayments in the future, leading to an increased need for working capital on part of the Issuer (and related fluctuations of its overall net working capital). In addition, the Issuer's own financing costs and re-financing risks could increase in case its financiers' confidence in its business prospects and/or its creditworthiness suffers, which may for example happen as an indirect consequence of the Issuer's customers' challenges to access financing on attractive commercial terms.

Measures the Issuer has taken or may take in the future to counteract adverse macro-economic developments such as those brought about by COVID-19, including personnel measures (*e.g.*, suspensions of salary increases, asking employees to make use of over-time accounts and annual leave, applying to the respective authorities for further short-time working (*i.e.*, furloughs)), the postponement of capital spending plans (*e.g.*, with regard to its new factory in Poland), various other cost-cutting measures and the reduction of its dividend, may turn out to be insufficient. The issuer's liquidity needs may exceed the projected amounts. The same may apply to similar future pandemics, epidemics, outbreaks of infectious diseases or other serious public health crises.

Furthermore, as a result of the general cyclicity of parts of the Issuer's businesses, it has experienced, and in the future might again experience, significant fluctuations in the demand for its products and consequently in its revenue and net income. In addition, the disruptions in worldwide economic conditions of recent periods have made it increasingly difficult for the Issuer, its customers and suppliers to accurately predict the extent or duration of the current or future business cycles, which might lead to an imbalance of supply and demand for the Issuer's products.

Competitive pressures, including on prices, may rise. KION's businesses may lose market shares to new or existing competitors, in particular in the economy and value segments of the industrial truck market. The Issuer's markets may become less fragmented due to consolidation or in-sourcing.

The industry fields in which the Issuer operates are highly competitive. Further competitive pressure could reduce both the Issuer's market share and the prices for its products, which, if the Issuer were unable to reduce its costs sufficiently to offset resulting revenue declines (as may be required), might put considerable pressure on its margins.

This applies in particular to the markets served by the Issuer's Industrial Trucks & Services segment. The Issuer competes not only on the basis of quality, total ownership costs, customer service, on-time delivery, breadth of product lines, ease of use, safety and comfort of its products, but also on the basis of price. Competition is exceptionally strong in the economy and value segments, in which the Issuer is active with several brands. Manufacturers from Asia and other growth markets have a cost advantage in the production of lower-priced equipment due to, *e.g.*, lower labor cost, lower material cost from local sourcing or scale effects from higher volumes in these specific market segments. Therefore, these competitors could exert competitive pressure on the Issuer. In particular, Chinese competitors are leveraging their local market strength and are also actively seeking expansion opportunities to enter the South and Central American market as well as Western and Eastern Europe. Barriers to growth many of these manufacturers may face, such as high quality and service demands by customers in developed markets, may disappear. The Issuer could also become

increasingly exposed to stronger competition from manufacturers in related industries such as manufacturers of cars, trucks, batteries and engines, who could decide to expand their product portfolio to benefit from attractive margins in the Issuer's industry. This could in turn increase downward pressure on prices when and if such new competitors enter the Issuer's markets. Any consolidation between competitors in the market may result in larger and stronger competitors and a detrimental change of the Issuer's competitive position relative to theirs. Decreasing demand for the Issuer's offerings as a result of a weaker market position could lead to declining sales or unexpected price erosion. Similarly, the Issuer's customers may consolidate (including by the acquisition of dealers), resulting in a weaker negotiation position for the Issuer or even a loss of business if its customers align to their consolidation partners' suppliers. Furthermore, price competition has already increased as a result of COVID-19 and may continue to do so, in particular as long as the pandemic continues. Additionally, in a down-cycle economic environment, the Issuer may experience a higher propensity for customers to switch suppliers. Furthermore, it may face strong competition on the technological level, in particular from established competitors.

The Issuer's Supply Chain Solutions segment also faces competition from a number of sources in many of its offerings. Competition in this industry field is primarily based on solutions offerings, quality, reliability, turnover (speed, throughput) customer service and service offerings, including integration, technical and software ability. There can be no assurance that additional competitors will not enter the markets or that the Issuer will be able to compete successfully against existing or new competition. At present, its industry is relatively fragmented compared to others, leading to the risk that consolidation might occur, and new, stronger competitors emerge. Likewise, the Issuer's customers may see a risk in relying on third party logistics service providers or may define these activities as their own core competencies and decide to perform certain logistics operations themselves. In-sourcing of certain aspects of the Issuer's customers' logistics operations has happened in the past, partly due to acquisitions of its competitors, leading to a loss of business with such customers, and may happen again in the future. In particular, there is no assurance that online retailers or other critical customers will not in-source certain aspects of their logistics operations. The Issuer also faces competition from distributors and integrators of automated material handling equipment, who may collaborate on an *ad hoc* basis to bid for large, complex projects. Furthermore, it faces competition from small start-up companies addressing attractive niche segments, software companies expanding their offering into the warehouse management system space, and platform concepts offering automated warehousing as a service.

Some of the Issuer's competitors may have structural advantages compared to it, such as comparatively lower labor costs in their regions, weaker currencies relative to the Euro or a more favorable utilization rate of their capacities. The Issuer's competitors may react more quickly to the changing needs and requirements of customers or better succeed in marketing their products. If the Issuer must accommodate a customer's demand for price concessions and is unable to offset the impact of any such concessions through continued technological improvements, cost reductions and other productivity initiatives, its revenues and margins may suffer. In addition, supply in the markets in which the Issuer operates is driven by its own manufacturing capacity and that of its competitors. Typically, capacity is added in periods when current or expected future demand is strong and margins are, or are expected to be, attractive. Additional capacity at times when there is insufficient demand results in overcapacity, which may lead to a reduction in prices of the Issuer's products, services and solutions, with a material adverse effect on margins. This may become increasingly relevant in the wake of the current (or any other) economic downturn.

New trade barriers, international conflicts, including between China and the United States of America, and political instability in the countries in which the Issuer is active may have negative effects on its business, including its supply chains and production costs.

Because of the global nature of the Issuer's operations, it is vulnerable to trade barriers, political or legal instability within certain countries in which it operates, as well as to international conflicts, which may harm its business activities.

The imposition of new barriers to free trade would negatively impact production costs and productivity along the Issuer's value chains. Its international operations depend upon favorable trade relations between and among Germany, the other countries in which it produces its products and the countries in which its customers and suppliers have operations. A protectionist trade environment in either Germany or the other countries in which the Issuer does business, has production facilities, sources supplies or sells products, services and solutions, such as trade wars, punitive tariffs, sanctions, protectionist measures, boycotts, export compliance, government subsidies or other trade policies, could materially and adversely affect its ability to operate in foreign markets, including its ability to adequately ship and transport its products, or increase its costs. For example, the current or a future U.S. administration may decide to extend

or further intensify protective or punitive measures into the intralogistics area, targeting groups of companies based in Germany or Europe or with a particular shareholder structure. The Issuer currently also faces new trade barriers between the European Union and the U.S. arising from tariffs imposed by the U.S. after a ruling of the World Trade Organization.

A further key risk for the Issuer is the ongoing U.S.-Chinese trade conflict, which may ultimately escalate into a global trade war. Both the U.S. and China have already imposed tariffs on the other country's products. As the Issuer has significant business in the U.S. as well as in China, it is exposed to potential new trade barriers which may impede its business with China and the U.S. The U.S.-Chinese trade conflict may have a negative impact on its business, including a decrease in demand, interruptions of supply chains, product manufacturing processes, delays in delivering products, services and solutions, as well as claims for damages. In particular, trucks as well as several components and spare parts for its products are manufactured in China for other countries. The Issuer's businesses may not be able to replace Chinese suppliers in time or at economically reasonable costs. Its operations outside China or the U.S. could also be affected. In addition, as of the date of this Prospectus, to the Issuer's knowledge, a significant stake in its Company is indirectly held by a Chinese group of companies and, ultimately, by China. The Issuer therefore cannot exclude that it might be treated in the future as affiliated to, or connected with, such group or China and/or face additional operational, investment or legal difficulties as a result thereof. Further, the U.S. or China may attempt to extend their conflict to other countries, for example by exerting pressure on them not to interact with certain suppliers. Rising tensions between Western countries and China over other issues such as the status of Hong Kong, developments in China's Xinjiang province or territorial claims in the South China Sea may exacerbate the trade related disagreements.

Further simmering geopolitical conflicts, including between Western countries and Russia, or between China and India, may have corresponding adverse effects on the Issuer's business, financial position and results of operations. In the medium-term, barriers to trade could significantly hamper productivity and even lead to disruption in global supply chains.

Furthermore, financial institutions increasingly demand representations in financing contracts with regard to the compliance with sanctions or other export control measures, sometimes in a very short time frame. These measures have become highly relevant in all industries including the Issuer's. They affect the Issuer in particular as it is an international Group with permanent cross-border activities and may adversely impact its financing ability.

As the Issuer operates in countries in which the political situation is unstable or uncertain, as is the case in many emerging markets, it is exposed to, for example, risks of unexpected or unfavorable government intervention, changes to applicable rules, capital controls, expropriations or even social unrest and civil war. In such countries, the Issuer may also face financial markets risks, for example higher risk premiums, which could make it more difficult to finance capital expenditure.

The Issuer generates a large part of its sales in Europe and North America. Therefore, an economic downturn in these regions, for example due to developments relating to COVID-19 or a "hard" Brexit, could have greater negative consequences for the Issuer than for its competitors. Also, margins in the Issuer's Supply Chain Solutions segment are typically lower in European markets.

The Issuer generates a significant part of its revenue in Europe, in particular in Germany. In 2019, approximately two thirds of its total revenue originated in Europe, the Middle East and Africa. In particular, 83 % of its revenue in the Industrial Trucks & Services segment originated in Europe, and almost a quarter of the segment's revenue originated in Germany alone. Any decline in demand, weak growth or economic downturn in Europe in general, and in Germany in particular, could also adversely affect the Issuer's business, financial condition and results of operations and have a greater negative impact on it than it would have on many of its Industrial Trucks & Services segment's non-European competitors whose sales are geographically more diversified.

Apart from Europe, the Issuer generates a significant part of its revenue in North America, in particular in its Supply Chain Solutions segment. In 2019, approximately two-thirds of the revenue of its Supply Chain Solutions segment originated in the Americas, mostly in North America and in particular in the U.S. Any decline in demand, weak growth or economic downturn in North America could not only adversely affect the Issuer's business, financial condition and results of operations but also have a greater negative impact on it than it would have on many of its Supply Chain Solutions segment's competitors whose sales may be geographically more diversified. These risks may be substantial and exceed any forecasts, taking into account that the U.S. is one of the countries hardest hit by COVID-19, with the

highest numbers of reported infections and previously unseen economic downturns such as a decline in GDP in the second quarter of 2020 by 32.9 % (annualized).

For the issuer's Supply Chain Solutions segment, margins in European markets are typically lower than in other regional markets, including North America, so that a shift in the regional mix with strong order intakes from Europe may negatively impact its margin.

In addition, various concerns remain regarding the ability (in particular) of certain EU member states to service their sovereign debt obligations. The consequences of COVID-19 and of the public spending programs implemented by the EU and its member states to mitigate the pandemic's economic effects, for public finances remain uncertain and may turn out to have severe negative economic consequences in and of themselves. If the fiscal obligations of countries exceed their fiscal revenue, or if their banking systems destabilize, the ability of such countries to service their debt at all or in a cost-efficient manner could be impaired. Continued uncertainty over such risks could disrupt the European and global financial markets and might adversely affect the European and global economy in general. In addition, the risk remains that a default of one or more countries in the monetary union of EU member states that have adopted the Euro as their currency ("Eurozone"), the extent and precise nature of which is impossible to predict, could lead to the expulsion or voluntary withdrawal of one or more countries from, or a disorderly break-up of, the Eurozone, either of which could significantly disrupt financial markets and possibly trigger another, or exacerbate an ongoing, global recession.

Furthermore, the consequences of the withdrawal of the United Kingdom ("UK") from the EU ("Brexit") remain unclear. Negotiations on the implementation of such withdrawal as well as the terms of a future trade deal between the EU and the UK as from January 1, 2021 are currently ongoing. As of the date of this Prospectus, there is significant uncertainty about the outcome of such negotiations and the severity of the near- and long-term adverse impact of Brexit on the EU and UK economies as well as the European financial markets. A so-called "hard" Brexit (including the scenario that a trade deal cannot be agreed upon and the current transition phase is not extended either), or other economically unfavorable outcomes of the Brexit process, could result in significant macroeconomic deterioration in Europe, including increased volatility of foreign exchange markets, a devaluation of the Euro against other leading currencies, a decrease of GDP in the EU and the introduction of tariffs and border-controls between the UK and EU member states. Any of these developments could have a severe adverse impact on the economic situation and consumer climate in the EU and the UK, which could reduce demand for the Issuer's products and adversely affect its business operations and results. The Issuer may also face lower demand in the short-term or mid-term due to pre-buy effects prior to the Brexit date.

Moreover, other EU countries could also leave the EU in the future, or threaten to leave unless certain concessions are made, which could further impact the European economies and consumer confidence in Europe and adversely impact the Issuer's sales.

2. Risks Related to the Issuer's Business Operations

The Issuer's strategy may fail to achieve its objectives. Notably, plans to further expand in the fields of automation, new energy, digitization, innovation and performance may fail or not produce the desired results.

The aspiration of the Issuer's current strategy ("KION 2027 Strategy") is to grow profitably with a focus on strengthening its resilience and return on capital. In order to achieve this, the Issuer has defined automation, new energy, digitization, innovation and performance as its five strategic fields of action that guide the Issuer's strategic activities across its Group. Overall, the Issuer's KION 2027 Strategy sets the long-term strategic framework for the Executive Board, the management teams of its operating segments and its organization. Within this framework, they have to continuously adjust initiatives and measures to address current trends and the overall economic environment. For example, as a result of COVID-19, most strategic fields of action can only be pursued based on stringent cost control and with a focus on efficiency, and the expected strong growth in the Issuer's Supply Chain Solutions segment can only be successfully delivered with a focus on strengthening the segment's production and project management capacities. Management may fail to identify these or other critical measures or initiate them too late or not implement them with the required rigor.

Parts of the KION 2027 Strategy require significant investment. For example, the Issuer intends to invest into the strategic fields of action of automation, digitization and new energy and to continuously focus on innovation. In the Industrial Trucks & Services segment, it intends to transition products and services to sustainable energy concepts,

complemented with consultancy and project work. For its entire Group, the Issuer intends to further drive digitization of internal processes and external offerings as well as automation (*e.g.*, of industrial trucks and systems). The Issuer further intends to continue to invest into research and development for products, solutions and software. There can be no assurance that any of these investments will yield the expected results.

Performance is also one of its strategic fields of action. This involves strengthening the Issuer's global presence, in particular in important growth markets such as China. The Issuer intends to enlarge and expand its sales force as well as local research and development and production facilities and further develop strategic partnerships with local partners in both its operating segments. However, the overall economic environment in the growth markets relevant for the Issuer are subject to periods of volatility, and the markets could develop more slowly than the Issuer expects. In addition, a number of these markets show lower levels of political, legal and economic stability compared to countries in Western Europe or North America. Political or economic influences or changes to the legal framework could have the consequence that its further expansion cannot be pursued or can only be pursued on commercially unattractive terms. Furthermore, the Issuer's international expansion is associated with substantial costs, and it may not have the requisite financial resources and expertise to continue its expansion as planned or experience other difficulties. Existing or future substantial investments, such as the new factory in Jinan Lai Wu, Shandong province, eastern China, operated by its joint venture with Weichai Power Co., Ltd., Weifang, China, or similar investments, might not result in the desired growth in revenue and income.

The growth strategy of the Issuer's Supply Chain Solutions segment is partially based on the assumption that the trend towards outsourcing logistics services continues, which may not hold true. Overarching growth drivers such as the advancing interconnectivity of the global economy and increasingly fragmented value and supply chains, which require decentralized warehouse and logistics capacity, as well as the strong growth of e-commerce and the increasing prevalence of omni-channel distribution approaches in all kinds of industries may develop slower than expected or entirely disappear, adversely affecting the Issuer's sales opportunities.

Another aspect of its strategic field of action performance is the Issuer's "Performance Excellence" program targeted at improving efficiency across its Group. It involves efficiency measures in sales and services, research and development, procurement, production, logistics, general and administration functions, and tracks implementation of these measures and their financial effects on an ongoing basis. The program is intended to mitigate labor cost and material cost inflation and to allow for profitable growth. Particularly in the wake of COVID-19, the Issuer may not be able to achieve the objectives of its Performance Excellence program. *e.g.*, due to lower production and sale volumes, short time work and obstacles in roll-out measures (such as training) due to travel restrictions.

The Issuer's operations are dependent on the availability and quality of certain materials, parts and components. The Issuer may be dependent in particular on certain key single-source suppliers. Any supply disruptions may result in production bottlenecks, additional costs or loss of revenues.

The financial performance of the Issuer's operating units depends on reliable and effective supply chain management for components, sub-assemblies and materials. The Issuer must maintain continuity of supply of critical components and develop alternative supply arrangements as needed. If the Issuer is unable to obtain materials it needs from its suppliers or alternative sources, its delivery time to customers might significantly increase, exposing the Issuer to the risk of penalty payments for late delivery or termination of contract. Capacity constraints and supply shortages resulting from disruptions in its supply chain may also lead to production bottlenecks, additional costs and detrimental effects on its cash flow.

The Issuer's Industrial Trucks & Services segment sources certain critical components, including hydraulic and electronic components, rechargeable lead-acid batteries, engine components and industrial tires, from third party suppliers, including joint ventures not under its control. To the extent the Issuer manufactures components itself or in joint ventures, *e.g.*, lift masts, axles, lithium-ion batteries, counterweights, and safety equipment, the Issuer heavily relies on the supply of sub-components and materials from third parties. Similar dependencies exist in its Supply Chain Solutions segment. For example, the Issuer sources certain critical electronic components from a limited range of third-party suppliers.

Problems may arise due to, *e.g.*, depletion of raw materials or economic difficulties of the given supplier. Especially where the Issuer uses single-source or a small number of suppliers for critical components, any business or relationship

interruptions could harm its operations or increase its operating costs. For example, the Issuer may rely on single-source or a limited number of suppliers in order to satisfy regional customer expectations. In the Industrial Trucks & Services segment, the Issuer has single-source or a limited number of suppliers for, *inter alia*, combustion engines, tires, hydraulic components, as well as high performance forgings and electronic parts. In these and similar cases of supplier concentration, any dispute with, or default or quality issue suffered by, the given supplier may result in sourcing bottlenecks which cannot be sufficiently swiftly and fully overcome by supplies from other sources, leading to production downtime, delays and/or increased costs, with further indirect consequences such as reworking cost in its factories or disputes with its customers. In the wake of COVID-19, The Issuer has already experienced supply disruptions from some of these critical suppliers and may do so again in the future. Furthermore, additional costs may be incurred by the Issuer for the acquisition and storage of additional buffer stock. To an extent, similar dependencies also exist in its Supply Chain Solutions segment, and may do so in the future.

Some of the Issuer's suppliers are small companies with relatively limited financial means. Therefore, it may be difficult or impossible for them to adapt their capacity quickly enough to new demand levels, in particular in times of strong market growth. In addition, it may be difficult for the Issuer to recover damages from them in the event that the Issuer has a liability claim against them. Smaller suppliers may also be more easily exposed to liquidity problems, with the risk of insolvency.

Furthermore, the Issuer has experienced in the recent past, and may experience in the future, that some of its suppliers may be hesitant to invest in additional capacities, so that the overall demand for their products cannot be served. In addition, one or more of its suppliers may decide to cease supplying the Issuer with raw materials and components for reasons beyond its control. Suppliers of certain technologies might not renew their contracts, or such suppliers could go out of business. The need to seek alternative sources of supply may also arise if the Issuer's competitors acquire critical suppliers. These and similar market dynamics may also make it more difficult for the Issuer to find alternative sources of supply to its suppliers at reasonable costs or at all.

The Issuer is also exposed to the risk of delays and interruptions in the supply chain because of catastrophic events, including adverse weather conditions, fire or epidemics such as COVID-19. The latter has resulted in the temporary closure of some of the Issuer's and its suppliers' sites. Supply chain interruptions may still arise once the pandemic has come to an end. Following the global economic and financial crisis in 2008 and 2009, availability of certain components kept being severely limited in 2010 and 2011, as certain direct or indirect suppliers experienced an unexpected surge in demand throughout the year. The Issuer continued to be faced with a tight supply of certain limited components even in 2013. Considering the economic downturn due to COVID-19, similar or worse supply shortages may arise once the pandemic has come to an end if demand soars.

Furthermore, suppliers on which the Issuer relies for critical components may deliver components of inferior quality, leading to disruptions in its production or at its customers, and customers may have various legal claims against the Issuer, which the Issuer may not be able to fully recover from its supplier.

The Issuer may be unable to successfully develop and launch a portfolio of competitive and technologically advanced products, services and solutions, and its research and development efforts may be unsuccessful. Furthermore, the pace of technological change may result in the economic lifecycle of certain of its products being shorter than anticipated, with adverse effects on its margins as well as on its service revenues.

Innovation is one of the strategic fields of action of the Issuer's KION 2027 Strategy. The Issuer critically depends upon its ability to adapt to evolving industry requirements and introduce attractive innovative new products. A failure by the Issuer to predict relevant product and solution trends and technology developments or to achieve technological advances early on could adversely affect its competitiveness, leading to decreasing sales and profits.

In the Industrial Trucks & Services segment, its competitiveness may in particular be harmed where the Issuer fails to improve the efficiency of its offerings by fully grasping major technological trends such as electrification and other energy efficient, low-emission drive technologies (*e.g.*, lithium-ion, fuel cells), automation (*e.g.*, automated guided vehicles (AGVs)) and digitization (in particular in respect of applications regarding industrial processes, *i.e.* Industry 4.0). Critical digitization efforts include advances in the digital networking of industrial trucks, allowing for the collection of data about the trucks' condition and usage in order to plan essential maintenance and calculate running costs, as well as cloud solutions for fleet management tasks.

Similarly, in the Supply Chain Solutions segment, the Issuer must adapt to the increasing automation and digitization of production, logistics, internal processes and value chains on a continuous basis. Should the Issuer not be able to identify, and take full advantage of, major technological trends such as the current focus on software (including as standalone products), micro-fulfillment solutions and robotics solutions (including robotic sorting systems as key components of automated distribution centers and autonomous mobile robots (AMRs)), the Issuer may not remain competitive. There is also no guarantee that the Issuer will be able to extend its offerings in a way that customers with sector-specific requirements have a sufficient range of options to choose from. The Issuer may incur significant expenses in developing and designing solutions and software that meets market demands. The Issuer's future success will depend on its ability to design, develop and successfully launch new solutions and software that meets or exceeds industry standards and customer demand across multiple territories. The Issuer expects its customers to continue to demand increasingly sophisticated and fully integrated information technology systems compatible with their own information technology environment. If the Issuer fails to meet the specific software needs of its customers, protect against disruptions of its customers' operations or falls behind competitors' software performance, it may lose customers.

Future significant increases of innovativeness of its offerings will likely not be possible without a strong concentration on automation. There is no assurance that its cross-segment mobile automation unit, which coordinates all its automation activities will yield the expected innovations, in particular given their critical role for the future of intralogistics. In the long term, making greater use of artificial intelligence for products and software solutions might also become a major challenge.

Product development requires significant investment. For the year 2019, the Issuer's spend in research and development ("R&D") amounted to a total of over 235 million Euro. Future increases in spend and personnel dedicated to R&D functions may be necessary, for example through the set-up of additional R&D operations, such as the second R&D hub to be established in China, but also through research on increased functionality of its products and software. The Issuer may also need to invest in external innovation or special know-how, such as the cooperation with, or acquisition of, complementary businesses, as was the case recently with its acquisition of the UK-based software developer Digital Applications International Ltd. (DAI), or start-ups which drive forward new technologies and business models that could become relevant for its customers in the future.

Commitments to developing new products must be made well in advance of any resulting sales. The Issuer's product development efforts might not translate into sales of new products to its customers, either because they do not meet its customers' needs or are only introduced to the market after its competitors' products. Technologies and standards can change during development, potentially rendering its products outdated or uncompetitive before their introduction and thus result in a partial or total loss of its investment. Competitors might develop new and better products earlier than the Issuer does or complete a disruptive new methodology changing intelligent intra-logistics solutions, which could result a loss of market share and customers for the Issuer and have an adverse impact on its growth. Some of the Issuer's competitors may have greater financial resources or may increase their competitiveness relative to the Issuer by investing more in R&D activities, which could negatively affect its business. In addition, since innovation can also be fostered through the support of external partners (such as universities and other independent institutions or public funding), the Issuer's competitors operating in markets with stronger (or a larger number of) such institutions or means might have a relative advantage.

Furthermore, the pace of technological change may result in the economic lifecycle of certain of its products being shorter than anticipated, with adverse effects on its margins. Since the Issuer's service revenues depend to a large extent on its installed base, fewer than expected operating hours of its installed base (due to early replacement by more advanced products) may erode the base of its future service revenues.

The Issuer faces risks relating to existing and potential future acquisitions, including difficulties regarding the integration of the acquired businesses. Similar risks exist in connection with joint ventures and other forms of cooperation, and corresponding risks may arise from divestitures.

From time to time, in order to execute its strategy, the Issuer strengthens its activities in some business areas through portfolio measures, including mergers and acquisitions ("M&A"). With the same objective, the Issuer enters into joint ventures with partners.

Alliances, partnerships, joint ventures, acquisitions and similar measures that have been, or will be, taken by the Issuer in order to mitigate competition risks, strengthen or consolidate its position in emerging markets, certain technologies or for other reasons are increasingly relevant to the Issuer in terms of access to resources, markets, product range and digitization expertise. For example, the Issuer is focusing on the development and production of lithium-ion batteries for an energy-efficient drive system for industrial trucks. Its 50/50 joint venture KION Battery Systems GmbH with BMZ Holding GmbH in Karlstein am Main, Germany, started at the beginning of 2020 and aims to meet the (expected) strong growth in demand for lithium-ion battery systems in the EMEA region. Furthermore, the Issuer's 95 % stake in a new joint venture with Weichai Power Co., Ltd, regarding a new plant in Jinan, Shandong province, eastern China, seeks to capitalize on opportunities for growth in the value segment and on the increasing electrification of industrial trucks in China. A recent example of an acquisition is the specialist software company Digital Applications International Limited based in the United Kingdom, with which the Issuer seeks to expand its software offering in the Supply Chain Solutions segment, in particular with regard to the areas of logistics automation and supply chain engineering. The Issuer may further seek to acquire local providers in order to strengthen its market position. However, there can be no assurance that the Issuer will be able to identify suitable acquisition candidates or joint venture partners in the future, or that the Issuer will be able to finance such transactions or joint ventures on acceptable terms. In addition, there is no certainty that the Issuer will receive all required approvals including antitrust approvals and approvals under foreign trade legislation, also taking into account its market position and shareholder structure at the given time. Further, there can be no assurances that any acquisitions, joint ventures or other forms of cooperation the Issuer has already engaged in or which the Issuer might execute in the future will be integrated or implemented successfully, that they will perform as anticipated once integrated, and that they will achieve the desired or expected benefits and financial targets (such as synergies and additional growth) for the Issuer. Mergers and acquisitions are inherently risky because of difficulties that may arise when integrating personnel, operations, technologies and products. The Issuer may be unable to retain key personnel and key customers of the acquired businesses. The Issuer may also assume material unknown risks and liabilities if it fails to accurately assess these prior to the acquisition, and there can be no assurance that the Issuer will have effective recourse claims against the sellers of the acquired business where such cases of unknown risks and liabilities materialize.

With respect to divestitures, the Issuer may not be able to divest some of its activities as planned, and the divestitures the Issuer does carry out could have a negative impact on its business situation, financial position, results of operations and reputation, as well as its relationship with its workforce. In addition, in the event of divestitures, acquirers may successfully bring claims against the Issuer, *e.g.*, based on alleged violations of representations and warranties.

In addition, with respect to acquisitions, similar measures and divestitures, the Issuer may incur significant transaction costs, taxes and other expenditures in connection with these transactions, including costs related to (des-)integration of respective target businesses. Acquisitions, carve-outs, post-merger integration and similar measures may be capital intensive and tie up valuable management resources. Furthermore, portfolio measures may result in additional financing needs and adversely affect the Issuer's capital structure. Acquisitions can lead to substantial additions to intangible assets, including goodwill, in its consolidated statements of financial position. If the Issuer is to encounter continuing adverse business developments or if the acquired businesses were to perform worse than expected, then these intangible assets, including goodwill, may be impaired, which could adversely affect its business situation, financial position and results of operations.

In certain instances, in particular where no exclusivity agreement is in place, its joint venture partners may also collaborate with competitors.

The Issuer may be unable to hire or retain enough qualified staff for key competence areas, and the current number or composition of its staff may be insufficient to adequately address the challenges the Issuer faces, in particular in exceptional circumstances.

Competition for diverse and highly qualified personnel remains intense in the industry fields and regions in which the Issuer operates. Its success depends on its management board members and other senior executives and employees in key functions. Its senior executives and key employees are instrumental in setting the Issuer's strategic direction, operating its business, recruiting and training other key personnel, identifying expansion opportunities and arranging necessary financing. The Issuer believes that its senior executives could not easily be replaced with executives of equal experience and capabilities. Losing the services of any of these individuals could adversely affect its business until a suitable replacement can be found.

In addition, the Issuer has an ongoing need for highly skilled employees and a need to enhance the diversity of its workforce. The Issuer's future success depends in part on its continued ability to identify, assess, hire, integrate, develop and retain engineers, digital talents and other qualified personnel on all levels, especially in times of increased customer demand resulting in strong increased order intake.

Due to general demographic trends, but also the intense competition for talents in its industry fields, inadequate or inconsistent personnel planning and development (e.g., professional training with respect to new technologies, markets or customer requirements), the Issuer may be unable to find or retain a sufficient number of executives and suitable new employees for other key positions. As a result of COVID-19, its hiring efforts have largely come to a halt, and may need to remain on a low level for the time being, and salary rounds have been suspended. At the same time, the Issuer may lose candidates, executives or key employees to competitors. Such loss could have a material adverse effect on its market position and prospects. Considerable expertise could be lost, or access thereto gained by competitors. The risk of losing key personnel and their know-how to competitors may increase in case of any reorganization measures and the individually perceived uncertainties resulting therefrom.

In connection with existing and potential future reorganization and cost savings measures, the Issuer may face employee reactions, substantial restructuring expenses and cash outflows, the Issuer may not be able to realize expected cost savings, it may fail to adjust its organizational and manufacturing footprint in a timely manner or at all, and such reorganizations may not yield the targeted benefits or may damage its reputation.

Reorganization programs and cost saving measures designed to secure the Issuer's long-term competitiveness may from time to time involve the reduction of personnel in some functional areas, leading to the risk of strikes or other reactions by its employees, which may result in interruptions of production. Such programs and measures may also require the Issuer to incur substantial costs including one-time (e.g., severance payments) or recurring restructuring expenses that may affect its results of operations. Restructuring expenses may lead to significant cash outflows, which could end up being higher than planned. Examples of recent reorganizations and cost efficiency measures include the merger and reorganization of its sales entities in the UK, which will involve the release of employees.

The implementation of reorganization programs may take longer than originally expected, e.g., due to labor law restrictions and regulatory requirements, which vary from country to country and may affect the Issuer more than its competitors. Failure to quickly implement reorganization measures, including productivity programs, in response to downswings could result in overcapacities and affect its cost structure, while failure to implement such measures in response to upswings may result in a loss of business and generally have adverse effects on its business prospects.

Strikes and disputes with unions and works councils may result in negative media coverage and delivery problems. Additionally, public criticism related to a reorganization might negatively impact the Issuer's reputation.

There can be no assurance that reorganization and cost saving measures, including the Issuer's Performance Excellence program, will yield the targeted results, such as performance enhancement and cost savings. For example, the Performance Excellence program has faced implementation obstacles (such as travel restrictions) caused by COVID-19 that were unforeseen when the program started in 2018. Additional and more severe reorganizations and productivity programs may be required to adapt to a changing product portfolio or customer basis or to price pressure in the market.

In addition, in certain countries, part of the Issuer's investment requirements for developing and expanding its capacity and its product portfolio, in particular with respect to innovative concepts, is sometimes covered by public aid, such as subsidies, loans at favorable conditions or tax reductions or exemptions. In case of reorganizations or cost saving measures in these countries, e.g., if the Issuer closes local manufacturing plants or business lines for which it had received subsidies or other public aid, the Issuer may have to repay the public aid received in full or in part, which can lead to substantial cash outflows and affect its results.

The Issuer's profitability, in particular in its Supply Chain Solutions segment, faces risks relating to proper scheduling and calculation, including with respect to the applicable budget and prepayment abilities of its customers, as well as execution of customer projects within given deadlines. Some of these risks may be beyond the Issuer's control.

The Issuer's profitability, particularly for the integrated systems and product solutions product lines of its Supply Chain Solutions segment, depends on the cost/revenue ratio being accurately calculated and controlled and projects being

executed and completed on schedule so that costs remain within budget. A significant number of its contracts are partly based on cost calculations that are subject to a number of assumptions. If estimates of the overall project risks or calculations of the revenues or costs prove inaccurate or if customer specifications or other circumstances change, lower profits may be achieved from, or significant losses may be incurred on, such contracts. Cost overruns can be due to, among other factors, inefficiency, poor design or miscalculations. With respect to project execution, cost overruns can be caused, for example, by a lack of cost control or the realization of unforeseeable risks or unforeseen changes in the implementation of solutions (*e.g.*, if the customer's technology deviates from the promised specifications).

In addition, certain of the Issuer's services contracts contain fixed price elements. Under these types of contracts, the Issuer assumes the risk that its contract operating costs, including labor costs, will be higher than anticipated. The resulting losses can be significant, in particular on major projects. In addition, the long-term nature of individual projects can lead to cost increases over the term of the project that were not anticipated and cannot always be passed on to the customer.

A substantial number of the Issuer's contracts are subject to specific completion deadlines, as well as project milestones and quality gates. Failure to meet such deadlines, milestones or gates could result in deferred revenues and profits, significant contractual penalties or compensation claims and may expose the Issuer to litigation. For larger projects, the risks associated with violating milestones are inherently higher. The Issuer may be unable to perform its services as scheduled due to factors beyond its control (*e.g.*, weather conditions), delays caused by accidents, or *force majeure*. This has already become relevant in the wake of COVID-19, where access to sites was restricted in unprecedented ways. Given the bespoke nature of many of its customer solutions, the Issuer may not be able to fulfill all systems requirements of its customers and achieve the desired system performance (throughput) in time or at all. The Issuer may fail to successfully bring together mechatronics, software, technology, design engineering and project engineering as required to solve a given supply chain issue. These performance risks may be compounded by technology risks in cases of first-time release of a new product or sub-system. Tests performed before release to the project may turn out to be insufficient.

The Issuer's contracts may also require it to perform work that was not part of the original scope of the contract and for which the Issuer may not obtain sufficient payment or any payment at all. Furthermore, customers may direct the Issuer to provide additional products and services. Where its contracts contain provisions to accommodate such changes, this process may result in disputes on whether or not the work performed is beyond the scope of the work included in the original project plans and specifications or on the price the customer is willing to pay for the extra work. The Issuer may also be required to fund the cost of such work, which may affect its liquidity.

The Issuer's ability to receive financing for its projects through customer prepayments may suffer as a result of COVID-19, during which customers may be unwilling or unable to extend liquidity. If customers failed to provide prepayments, the Issuer's need for financing and working capital would increase, likely increasing its capital cost.

Furthermore, delays in the awarding of projects may lead to inefficiencies, such as idle personnel and production capacity reserved for the relevant project and capacity restrictions if the delayed project ultimately conflicts with other projects to be worked on in the same timeframe. In addition, the Issuer incurs certain costs in order to be able to apply for projects, which may be lost without compensation if the project is ultimately not awarded to the Issuer, with negative consequences for its results.

Quality issues related to the Issuer's products, services and solutions could negatively affect its business and reputation, and result in warranty claims, penalties and additional costs.

The Issuer may face quality issues resulting from the design, manufacturing, or commissioning of its products (including the software integrated into them), services and solutions. If the Issuer fails to meet agreed specifications, other technical requirements or guarantees for its products, solutions or services, particularly in the context of contract bids or under existing contracts relating to certain technical performance parameters, the Issuer may have to incur additional costs and face claims for specific performance and damages. Quality damages and failures are recorded as warranty costs in its financial statements. In addition to the annual warranty costs, legal claims could be asserted against the Issuer if injuries or accidents occur as a result of defects in the manufacturing, design or quality of its products. Any such cases could also have detrimental consequences for its reputation which can be severe.

A failure or malfunctioning of one of the Issuer's products or solutions may extend to other products and solutions, or affect whole production facilities or plants, resulting in consequential damages that may significantly exceed the value of the failing or malfunctioning product and might even cause bodily harm. Particularly high costs may arise in cases of quality issues of products installed in an entire fleet or product line, or where, for example, the risk of bodily harm leads to product recalls.

Actual and alleged accidents on projects, safety defects, defective performance, quality defects or environmental damage resulting therefrom could affect the demand for its offerings and have adverse financial consequences such as a loss of business or liability. Accidents occurring during the execution of major projects or performances of customer services can cause serious injuries to persons, including death and significant damage to property, and could do lasting damage to the Issuer's reputation among customers and the general public, irrespective of whether or not the Issuer is responsible for causing such damage.

The Issuer's production and manufacturing costs are subject to movements in the prices for raw materials and other factors beyond its control, and the Issuer may not be able to pass any price increases on to its customers.

In 2019, a significant part of the cost of materials required for the Issuer to manufacture new industrial trucks or components for automated solutions were directly impacted by fluctuations in raw material prices, *e.g.*, sheet metals, scrap steel, steel bars and lead. Production and manufacturing costs also vary depending on energy prices, capacity utilization rates at its suppliers (*e.g.*, for intermediate products), quantities demanded from its suppliers, product technology and product specification.

As a result, the Issuer's costs of materials can vary materially in the short-term and, in cases of supply shortages, can increase significantly. Conditions in the commodity markets typically affect component prices after a delay of three to six months. The Issuer's attempts to pass on cost increases to its customers through higher selling prices via regular price reviews may not always be successful. Any price increases the Issuer cannot fully pass on to its customers may materially reduce its profitability. During periods of declining input prices, customer demand may also require that the Issuer sells its products at lower prices, despite of the fact that the Issuer may use existing inventories that were purchased at higher prices, thereby negatively impacting its margins.

The Issuer is dependent on good relationships with its workforce. Strikes or other labor-related conflicts as well as rising wages or indirect labor costs could have a material adverse effect on its business.

Personnel expenses represent a significant cost factor for the Issuer. Such expenses amounted to approximately a quarter of its revenue in 2019. Most of its staff at its German locations, and to an extent elsewhere in the world, is covered by collective bargaining agreements. There is no assurance that when existing collective bargaining agreements expire, new agreements will be concluded on the same or different terms or that they will be effective in preventing or reducing strikes or other industrial actions. There can be no assurance that future negotiations will not result in labor cost increases or other changes to terms and conditions in employment contracts with material effects on the Issuer's business. It can also not be ruled out that agreements will only be reached following strikes or similar industrial actions. Significant parts of its workforce, in particular in Germany, France, Italy and Spain, are unionized. The Issuer has little control over union activities and could face difficulties in the form of work stoppages, strikes or industrial actions in the future. For example, the Issuer has in the past experienced work stoppages or industrial actions, including in Germany and France, and there may be further work stoppages at these or other locations in the future.

Any work stoppage or other slowdown at one or more of its production facilities, spare parts warehouses or in the after sales organization could significantly disrupt its operations, and the Issuer may have to pay penalties for late delivery of its products, solutions and services. Labor unrest or industrial actions associated with its operations could also damage its reputation with customers or in the market in general, as well as with potential new staff. In its operations in emerging markets, labor costs may continue to increase as a result of wage inflation in these countries and rising unrest among lower-paid people. Indirect labor costs could increase as well, for example due to continued inflation of medical costs.

The Issuer depends on the continuous efficient performance of its information technology systems, which may be subject to malfunctions and other disruptions. In addition, the Issuer sells products and systems with digital capabilities and offers digital solutions, which may be vulnerable to disruptions. Any disruption may adversely affect its business operation, compromise the confidentiality and integrity of data, and may result in administrative sanctions, civil liability and adversely affect its reputation.

Information technologies, networks to support business processes, as well as internal and external communications systems ("IT") are deeply integrated into the Issuer's business portfolio, and the Issuer heavily depends on their uninterrupted and efficient functioning. All of its sites are connected with each other and require a seamless functioning of its networks. The Issuer is also electronically interconnected with customers and suppliers.

The failure of the hardware or software that supports its IT systems, the loss of data in the systems (including in case of data migration) or the inability to electronically access, or to electronically interact with, its customers and suppliers could significantly disrupt workflows and cause economic losses for which the Issuer could be held liable. A failure of the Issuer's IT systems could also damage its reputation. The same applies where the Issuer does not use its own IT systems but relies on third-party IT service providers.

For example, the Issuer experienced in the past, and may again face in the future, downtimes at any of its sites relating to the ramp-up of new production lines or the installation of new software or software updates.

Furthermore, the Issuer has observed a global increase of cybersecurity threats and higher levels of professionalism in cybercrime, which pose a risk to the security of products, systems and networks and the confidentiality, availability and integrity of its data. The Issuer's IT environment could be compromised, *e.g.*, by attacks on its own or its IT service providers' networks that may also include cloud services, social engineering, data manipulations in critical applications and a loss of critical resources. In the past, successful cyberattacks on industrial companies were conducted using social engineering which resulted in the loss of significant financial funds or the facilitation of money laundering, *e.g.*, by payment frauds or the manipulation of master data. Cyberattacks and other disruptions could also result in deliberate improper access and use of its sites or systems. An extended outage in a data center and/or telecommunications network utilized by the Issuer's systems, any security breaches or any similar event could lead to an extended unanticipated interruption of its systems or networks and to the theft of confidential data. There can be no assurance that the Issuer's own or its IT service providers' measures will address these threats under all circumstances. Any such attack or disruption may adversely affect its business operations.

In addition, there is a risk that confidential or private information, including third-party information, may be leaked, stolen, manipulated or compromised in other ways, including due to any of the events mentioned above. Leakage or theft of information about its intellectual property rights could affect its competitive position and results of operations. If confidential or private information is compromised, the Issuer may also be subject to contractual penalties or claims for damages, including consequential damages, administrative fines or other sanctions under secrecy, confidentiality, or data protection laws and regulations. In particular, fines under the General Data Protection Regulation applicable in EU member states may be significant and reach up to 4 % of the amount of annual revenue of the previous business year. In addition, the Issuer's reputation may suffer from any incident occurring.

Furthermore, the Issuer sells products and systems with digital capabilities and offer digital solutions, *e.g.*, for remote operation of assets or onsite operations such as remote fleet management or cloud solutions. If such products, systems and solutions are compromised or disrupted, including due to any of the events described above, the Issuer may be held liable by its customers to fix the error, pay damages, lose service business or face other detrimental consequences.

The Issuer's order intake and future growth, in particular in its Supply Chain Solutions segment, may be dependent on individual customers, including their economic wellbeing and the state of their industries, as well as on a sufficient number of large orders.

Aside from any market-related decrease or increase, the Issuer's order intake and future growth may depend to a certain degree on individual customers' economic wellbeing and their continued willingness to do business with the Issuer.

Dependencies on key customers are more pronounced in its Supply Chain Solutions segment, where (compared to its Industrial Trucks & Services segment) relatively few customers account for a large percentage of sales. For example, in

2019, one of the largest customers of the Issuer's Supply Chain Solution segment represented approximately a third of the segment's revenue, with further increases in such customer's share of its order book expected for 2020. Projects for its customers are inherently limited in time and may not necessarily be followed by future projects. Customers may, for example, experience difficult situations in which they attempt to delay or cancel orders, or face liquidity shortages and may not be able to fulfill their payment obligations in full and in due time. They may also decide not to award future projects to the Issuer. Thus, there can be no assurance that revenue from key customers that have accounted for significant revenue in the past, either individually or as a group, will reach or exceed historic levels in any future period.

Significantly lower global production and trade levels, tightened liquidity and increased costs of capital, in particular resulting from COVID-19, may cause severe financial distress for some of the Issuer's key customers. For example, purchases of its customers' products may be limited by their own customers' ability to obtain adequate financing for such purchases, which could result in a material weakening of sales of its customers and, in turn, force them to postpone or cancel planned purchases or advanced automated logistics and material handling solutions investments. It remains possible that the decline of business with a single key customer or very few key customers may significantly impact its Supply Chain Solution segments' revenue and results.

Furthermore, the Issuer's projects business is increasingly dependent on particularly large orders which the Issuer defines as orders with a total revenue of more than 40 million Euro per order. By contrast, medium and smaller projects have decreased in the overall split of orders in recent months. Accordingly, the Issuer may face overcapacity risks in the event that it is not able to acquire a sufficient number of such large project orders in the future. The financial impact of any single project being delayed, terminated or not fully compensated may be significant.

The supply of spare parts and components and the provision of after sales services by third-party dealers, as well as unauthorized reproductions by manufacturers, could adversely affect the Issuer's after sales business.

In the Industrial Truck & Services segment, the after sales business is an important element of the Issuer's business model, as after sales service margins are typically higher than in the new truck sales business, and the business is generally less cyclical. The after sales business consists, among other things, of the supply of spare parts and the provision of after sales services, such as maintenance and repair services. The Issuer's after sales offerings generated approximately a quarter of its revenue in 2019 and between January 1 and June 30, 2020.

After sales services and spare parts supplies may be provided by third party dealers who offer spare parts manufactured by the Issuer. In addition, unofficial dealers might supply unauthorized reproductions of its spare parts. This may not only entail a loss of immediate revenue. If the services by third party dealers or unauthorized reproductions of spare parts are defective or of lower quality than the Issuer's original services and products, they may have a negative impact on its market reputation and could result in lost future revenue as well. The success of its after sales business will depend not only on how successful the Issuer is in adequately protecting its intellectual property and technical expertise, but also in its ability to serve its customers more efficiently than third-party dealers.

The Issuer may not be able to fully anticipate future demands and required capacities to serve them.

Given the various factors influencing the Issuer's customers' future demand for its offerings, the Issuer may not be able to fully anticipate the capacities required to serve such demand in due time. For example, demand may easily double, triple or even further increase in certain solutions offerings of its Supply Chain Solutions segment, but fluctuations in demand are also possible for industrial trucks.

Additional demand may lead to ramp-up requirements in its existing manufacturing facilities, a move to new factories with larger spaces or the hiring and training of new employees, which may require investments and other actions significantly ahead of any business actually acquired. Any failure to fully anticipate future capacity needs may lead to a loss of business, project delays and the correction of its capital expenditure planning. Without limitation, this may also apply once COVID-19 starts to subside and demand picks up or changes, which the Issuer may not be able to accurately foresee.

The Issuer is subject to residual value and customer credit risks with respect to its financial services business.

The Issuer offers financial services solutions to its customers in the Industrial Trucks & Services segment in a significant number of countries worldwide. For its six biggest markets in Europe the Issuer operates via several leasing

companies operated by the Issuer as the manufacturer, the sole business purpose of which is to provide financial services solutions to its Industrial Trucks & Services segment (so-called captives). In other markets, leasing and rental solutions are provided by its local sales and services entities.

Due to a strategy change in 2015, the Issuer has been shifting its indirect leasing business to a direct leasing business. Its direct leasing business is funded by direct funding tools such as asset-backed securities, sale and lease back, and leasing facilities. In the remaining indirect leasing business, the Issuer still uses some vendor programs, under which the Issuer refers the customer to an external leasing company (the vendor partner) which buys the Issuer's equipment and enters into a leasing contract with the customer.

With respect to the Issuer's direct leases the Issuer is exposed to the credit risk of its customers. Where customers default, the Issuer may need to write off lease receivables and/or account receivables, with adverse impacts on its results and financial position. Without limitation, this risk applies in light of COVID-19 and the potentially increased default risk of its customers, which has in individual instances already materialized. The Issuer cannot be certain that it will be able to recover the full amount outstanding under the respective lease agreement by commercializing the repossessed equipment. Provisions the Issuer may have recognized in this context may be insufficient.

Furthermore, residual value risks result from equipment returned by the lessee once the relevant lease has expired and is then either used in the Issuer's short-term rental fleet or is remarketed in the used market. The Issuer may not be able to enter into a sufficient number of short-term rental agreements with customers or sell the equipment on the used market for a commercially attractive price. Residual value risks also affect the Issuer's indirect leasing business. For the majority of the indirect leasing arrangements the Issuer provides remarketing agreements. Under some remarketing agreements, the results and therefore the residual value risk of the remarketing is shared, whereas in other instances the truck is sold back to the Issuer, in which case the residual value risk lies entirely with the Issuer.

In addition, certain of the Issuer's lease contracts include break clauses that, if exercised by its customers on a larger than expected scale, could have a material impact on its results.

The Issuer's industrial trucks sales financing activities are reliant on its ability to fund such activities. If the Issuer is unable to find sufficient leasing or other financing partners, the Issuer might have to finance new leasing business out of its free cashflow in order to avoid a loss of business. In addition, the Issuer relies on information technology systems from a refinancing partner for the administration of its leasing business.

The Issuer currently relies on approximately 50 refinancing partners to fund the leasing of its new industrial trucks. The top three of such refinancing partners fund approximately a third of its leasing portfolio.

The economic crisis resulting from COVID-19 may put considerable strain on banks and other financial institutions. As a result, the Issuer's financing partners may focus on credit business other than leasing in order to comply with capital requirements. They may, for these or other reasons, reduce their financing business. As the Issuer relies on its refinancing partners to refinance its leasing business, any impairment of the Issuer's refinancing partners' ability to provide such refinancing in respect of the sale of new industrial trucks, or any decision by a refinancing partner to stop providing such new lease refinancing on commercially attractive terms, could have a material adverse effect on its sales to customers who rely on lease financing to acquire new industrial trucks and may turn to competitors where the Issuer is unable to provide such financing. If the Issuer wanted to avoid this, it would have to find alternative funding partners, which the Issuer may not be able to, or carry new leasing business out of its free cashflow.

In addition, the Issuer relies on the information technology systems, such as contract management systems. The system is provided by one of its refinancing parties for the Issuer and its subsidiaries such as its captive organization for the administration of their leasing portfolio. The Issuer may not be able to successfully negotiate licenses with such third party providers or receive the necessary regulatory approvals required by such providers at any given time. In these cases, the administration and reporting of its leasing business may require significant changes, difficult migration measures, or the Issuer may need to incur significant costs.

The Issuer may face risks relating to its decentralized governance structure

Only parts of its operations are centralized. In most parts, the Issuer has a globally decentralized management structure to enable its regional and local managers to quickly and effectively respond to trends in their respective markets. Its

regional and local managers have a certain amount of operational and decision-making flexibility, including with respect to the management of the product lines, pricing and other sales decisions. The Issuer cannot guarantee that its regional and local operations will not take actions or experience problems that could damage its reputation. A similar risk may arise from actions by third party dealers in the Issuer's Industrial Trucks & Services segments, which are independent from the Issuer and not under its control.

3. Financial Risks

The Issuer may not be able to generate sufficient cash flows to meet its debt service obligations and other liabilities. Existing and future financing agreements may have a material effect on its business operations.

A significant part of the Issuer's financing is based on debt, and the Issuer is subject to a significant amount of other liabilities. This includes current and non-current financial liabilities, liabilities from financial services, lease liabilities, contract liabilities, retirement benefit obligations, trade payables, as well as contingent liabilities (guarantees and indemnities).

As of June 30, 2020, the Issuer's total current and non-current financial liabilities amounted to 2,174.6 million Euro and essentially comprised promissory notes and interest-bearing liabilities to banks as well as money-market instruments. The promissory notes maturing in 2022, 2024, 2025, 2026 and 2027 have fixed and variable interest rates (EURIBOR + margin), the margin for most of the promissory notes will automatically be increased if the Issuer's leverage ratio exceeds a certain threshold at each balance sheet date for each year ending on December 31 during the life of all promissory note agreements. The Issuer further has a revolving credit facility of 1,150 million Euro (as of December 31, 2019), which also has a variable interest rate (EURIBOR + margin which is adjusted based on its leverage ratio) and which is available until February 2023. As of June 30, 2020, an amount of approximately 221 million Euro was drawn and outstanding under the revolving credit facility. In May 2020, the Issuer added a further 1,000 million Euro tranche to the revolving credit facility from which 80 % have been committed by Kreditanstalt für Wiederaufbau ("KfW") under its COVID-19 support program (KfW 855), which will become due in May 2021, unless the Issuer exercises the prolongation options granted thereunder pursuant to which it can extend the maturity to May 2022 in certain circumstances.

Furthermore, as of June 30, 2020, the Issuer has current and non-current liabilities from financial services related to the long-term lease business and the financing of its short-term rental fleet in a total amount of 2,672.6 million Euro. In addition, as of that date, the Issuer has current and non-current lease liabilities amounting to 331.1 million Euro related only to the long-term lease business.

In addition, the Issuer had as of June 30, 2020 contract liabilities (mostly attributable to prepayments received for services still to be provided in the project business) in the amount of 531.8 million Euro, trade payables in the amount of 873.0 million Euro and current and non-current other financial liabilities in the total amount of 729.4 million Euro. In addition, as of that date, the Issuer had contingent liabilities (guarantees and indemnities) in the amount of 106.1 million Euro and other financial commitments in the amount of 166.0 million Euro.

The Issuer's ability to make scheduled payments on, or to refinance, its obligations with respect to its financial and other liabilities will depend on its and its subsidiaries' financial and operating performance, which in turn will be affected by general economic conditions and by financial, competitive, regulatory and other factors beyond its control. Should the Issuer become unable to generate sufficient cash flow to satisfy its liabilities, it may have to make alternative financing plans, such as refinancing or restructuring its debt, selling assets, reducing or delaying capital investments or seeking to raise additional capital. There is no assurance that any refinancing would be possible, that any assets could be sold or, if sold, that the timing of the sales and the amount of proceeds that may be realized from those sales suffice, or that additional financing could be obtained on acceptable terms, if at all.

The contractual terms underlying the Issuer's revolving credit facilities, promissory notes and liabilities to banks set out certain covenants, which may materially affect its business operations, in particular in times of economic distress. For example, under such covenants, it may be restricted to dispose of assets and use the proceeds from the disposition. In addition, there is a financial covenant that involves ongoing monitoring of adherence to a defined maximum of leverage. Non-compliance with the defined maximum level of leverage as at a particular reporting date may give lenders a right of termination, while certain increases below the defined maximum level of leverage may lead to an increase in interest payments. With a view to the impact COVID-19 may have on the Issuer's business, in May 2020 the Issuer agreed with

the lenders of its revolving credit facility, including the new KfW tranche, that financial covenants will not be tested until the end of March 2021 (covenant holiday). However, thereafter the Issuer will have to comply with the agreed leverage covenant again and lenders may terminate their commitments if the Issuer is unable to do so.

With regard to the Issuer's leasing business, it may face liquidity risks such as reduced funding lines (also at dealers), interest rate risks, which it may not be able to successfully mitigate through interest rate swaps, and other increases in refinancing costs. A limitation of refinancing possibilities may arise, with regard to sale and lease back transactions and lease facilities, from a change in its own creditworthiness, or, with regard to securitizations, from a deterioration of the overall credit quality of its customer portfolio. For securitizations, the Issuer has agreed to certain triggers on a portfolio level that involve ongoing monitoring of adherence. Non-compliance, with these as at a particular reporting date may, if not waived, give lenders a right of termination.

In addition, certain countries (in particular in North America, in Europe and Australia) granted the Issuer deferrals on significant tax payments as part of their efforts to mitigate the economic effects of the COVID-19 pandemic. Accordingly, once the COVID-19 pandemic subsides or these deferrals otherwise lapse, the Issuer's liquidity requirements in order to meet tax payment obligations may increase significantly, taking into account that the deferred tax payments will come on top of its regular tax payment obligations.

The Issuer's business requires access to significant credit and guarantee lines and other financing instruments. Its business activities could be negatively affected if the Issuer is unable to meet its capital requirements in the future, for example in weak financial market environments, as a result of a significant deterioration of its credit standing or of a breach of a credit facility agreement, or if access to capital becomes more expensive including in relation to its competitors. The Issuer's business activities could also be negatively affected if its customers or suppliers do not have access to financing on economically viable terms.

The Issuer's ability to obtain debt financing, guarantees or derivative or hedging lines from financial institutions at commercially acceptable terms, including volume and costs, depends on several factors, some of which are beyond its control, such as general economic conditions, the availability of credit from financial institutions, market interest rates and global and EU monetary policy and financial markets regulation. In addition, deterioration in the Issuer's business results, financial position or credit ratings could lead to higher financing and hedging costs, reduced availability of credit, hedging and guarantee lines, reduced access to capital markets, other commercially unfavorable terms or an acceleration of loans or the need to provide (additional) security.

Absent sufficient future cash flows and available financing and other credit lines such as guarantees and derivative lines, the Issuer may not be able to adequately finance its ordinary business activities and continue its daily operations, or to realize new investments and acquisitions, which could in turn have a material adverse effect on its growth prospects, its competitive and financial positions as well as its results of operations.

The Issuer's business activities could also be negatively affected if its customers or suppliers do not have access to financing on economically viable terms or if they or their lenders downgrade its ability to execute projects due to a deterioration of its financial position, results of operation or credit ratings. This may in particular lead to a reduction in customer prepayments the Issuer has historically been able to receive from customers in its projects business. Furthermore, proceeds in particular from its projects business depend on the payment behavior of certain key customers. Delays or defaults in payment may therefore affect its liquidity position.

The Issuer offers financial services solutions to its customers which are leasing new trucks via leasing arrangements. It has to refinance the leased equipment in the credit market. If its funding conditions deteriorate relative to those of its competitors (for example as a result of a downgrading of itself by the rating agencies), the Issuer may have less attractive leasing conditions to offer to its customers and as a consequence its products may be less attractive compared to products by its competitors with a better credit rating. Some of its competitors are much bigger and more diversified than the Issuer is and may in particular in phases of economic downturn obtain financing at better conditions than the Issuer does. If it cannot offer attractive financing conditions to its customers, its sales may decline.

In respect of the new 1,000 million EUR tranche to the Issuer's revolving credit facility under participation of KfW, certain restrictions need to be observed with regard to the application to further state aid. In case the Issuer or any affiliate

apply to further state aid exceeding certain thresholds, the Issuer may be required to repay or terminate relevant amounts of the tranche, negatively affecting its liquidity.

The Issuer is exposed to credit risks and may need to write down receivables if its contractual partners are unable to meet their obligations.

The Issuer's business involves a significant number of transactions entailing certain credit risks in respect of its contractual partners.

The Issuer is particularly exposed to credit risk relating to trade and lease receivables arising from its ordinary course of business, *i.e.*, trade receivables from the sale of goods and services performed or leasing instalments. For example, write-downs may become necessary where the collection of outstanding trade receivables is at risk due to non-acceptance of our products, insolvency or other financial difficulties of any of its customers. In particular as a consequence of COVID-19, customers (*e.g.*, in Southern Europe) tend to defer payments, and the amount of overdue outstanding receivables may increase. In the first six months of 2020, the Issuer has already experienced a slight increase in overdue receivables compared to the end of 2019. Similar risks arise in respect of contract assets from the Issuer's project business, which mainly relate to work performed that has not yet been billed.

Write-downs may also be required if the Issuer is unable to sell trade receivables at nominal value, *e.g.*, due to a changing macroeconomic environment. It regularly performs such sales in particular in France and Germany, but has also done so elsewhere from time to time. In 2019, the Issuer's Group sold trade receivables with a total value of more than 100 million Euro in factoring transactions.

With respect to its direct leases and, to the extent the Issuer provides customer default guarantees, also its indirect leases, the Issuer is further exposed to the credit risk of its customers. In the event of a customer default it cannot be certain that the Issuer will be able to recover the full amount outstanding under the respective lease agreement by commercializing the asset. Any provision the Issuer might have recognized in this context may not be sufficient. This may require write-downs of the Issuer's related lease receivables.

Goodwill and other intangible assets represent a significant portion of the Issuer's total assets, which could be significantly reduced if it had to recognize impairments.

As of June 30, 2020, the carrying value of goodwill amounted to approximately a quarter, and goodwill together with other intangible assets, including brand names, capitalized development costs (including IP) and customer relationships accounted to more than 40 % of the Issuer's total assets as presented in its Consolidated Statement of Financial Position.

A variety of factors, including deterioration in performance, adverse market conditions and adverse changes in applicable laws or regulations, may cause an impairment of goodwill and other intangible assets if they have a lasting negative impact on the Issuer's business. Such risks may in particular materialize as a result of a long-lasting economic downturn due to COVID-19 either globally or in any particular region. Impairment risks are more likely to materialize in locations where the business environment is not only impacted by COVID-19 but also by other adverse effects, such as continuing geopolitical crises or political tensions. In addition, an increase in the discount rate used, *i.e.* the weighted average cost of capital (WACC), due to an adverse change in parameters (*e.g.* beta factor, base interest rate, market risk premium, country risk premium) may lead to a higher impairment risk.

The amount of any quantified impairment must be expensed immediately as a charge to the Issuer's results of operations. Therefore, depending on future circumstances, it may not be able realize the full value of its goodwill, and any determination of impairment of goodwill and other intangible assets could have a material adverse effect on its results of operations and financial condition.

The Issuer is exposed to currency fluctuation risks in various countries that could materially adversely affect its profitability and cause fluctuations in cash flow and reported earnings as well as its equity.

Furthermore, currency conversion restrictions or cross-border money transfer prohibitions, either by administrative orders or due to banks' policies, may be imposed and prevent the Issuer from converting or transferring funds for a certain period of time or at all.

The Issuer is also exposed to foreign exchange translation risks through the translation of its foreign subsidiaries financial statements, which report in local currency, into Euro for the preparation of its consolidated financial statements. Changes in exchange rates between its local currencies and the Euro could lead to significant changes in its consolidated statement of financial position from period to period. Due to the scale of the Issuer's business and the high level of regionalization of many of its businesses, its results of operations as well as its financial results are affected to a significant extent by foreign exchange rate movements.

Currency transaction risks arise each time the Issuer or its subsidiaries execute transactions in a currency other than its or its subsidiary's respective functional currency. In addition, while the Issuer's sales and services are performed globally, and often invoiced in the local currency of its customers, the largest production and R&D hubs of its business are concentrated in the Eurozone (in particular in Germany), the U.S., and China. This means that while income is generated in various currencies, costs are mainly incurred in the transaction currencies Euro, U.S. Dollar, and Renminbi. In 2019, approximately a quarter of its total revenue (measured in Euro) was generated in currencies other than these three currencies. If the Issuer is unable to match sales revenues received in foreign currencies with costs paid in the same currency (such as for the purchasing of goods, commodities and services, as well as production and other contributions along the value chain in the local markets), its results of operations may be impacted by currency exchange rate fluctuations.

Changes in currency exchange rates cannot generally be predicted and cannot always be hedged on economically reasonable terms, or at all, and there can be no assurance that any hedging and other currency risk mitigation strategies by the Issuer will be successful. Hedging activities may result in losses. In case of unfavourable exchange rate fluctuations, such as a strong currency in the country of production, the Issuer may be able to offer its products only at comparatively higher prices, leading to a competitive disadvantage and declines in revenue. Products and services provided and invoiced to the Issuer in markets with weaker local currencies may also lead to lower profit margins.

The Issuer has assumed significant net pension liabilities, and it is establishing significant employee participation programs. The actual costs incurred in connection therewith may substantially exceed its current estimates.

The Issuer has significant pension and other post-retirement benefit obligations ("**Retirement Benefit Obligations**") to certain of its current and former employees and retirees, in particular in Germany, the UK, and the U.S., but also in other countries. The Issuer's Retirement Benefit Obligations have been grouped in different pension schemes depending on the legal, economic and tax environment of the relevant countries.

For a major part, these pension schemes are designed as defined benefit plans, which lead to determinable benefit entitlements. As of June 30, 2020, the Issuer had set up defined benefit plans in 15 countries. The largest of such plans (together accounting for over 90 % of the global defined benefit obligations) are set up in Germany, the UK and the U.S. Defined benefit plans can be either unfunded or funded in the form of external plan assets (so-called "**Pension Plan Assets**").

Overall, as of June 30, 2020, the Issuer recognized net Retirement Benefit Obligations under defined benefit pension plans of 1,302.2 million Euro. The overall funding ratio of Pension Plan Assets to the present value of the defined benefit obligations was approximately 40 %.

Provisions made for Retirement Benefit Obligations may be affected by, and may need to be adjusted to, changes in actuarial assumptions, including life expectancy, discount rates, and movements in financial markets or economic effects such as those arising from COVID-19, resulting in an increase or decrease in the actual obligations. For example, an increase of one percentage point of the discount rate would have led to a decrease of the Issuer's Retirement Benefit Obligations by 356.9 million Euro at the end of 2019. By contrast, a decrease of one percentage point of the discount rate would have led to an increase of its Retirement Benefit Obligations of 486.8 million Euros at the end of 2019.

To the extent defined benefit plans are funded, significant fluctuations in the financial markets or a change in the portfolio mix of plan assets can also result in significant increases or decreases of the attributable fair value of Pension Plan Assets over time. This applies particularly to equity securities, but also to the value of land and buildings. Thus, the Issuer may be obliged to make additional payments. Likewise, if the interest return of the Pension Plan Assets decreases below a certain guaranteed minimum interest return, the Issuer has the obligation to pay the difference into the Pension Plan

Assets. In addition, any increase in the underfunding of Retirement Benefit Obligations can have a negative effect on its capital structure and rating, and thus may tighten refinancing options and increase costs.

The Issuer may also face the risk of increasing cash outflows if local pension regulations require higher funding levels or change otherwise. The legal conditions governing its net pension obligations are subject to changes in applicable legislation or case law. For example, its defined benefit pension plans may become subject to the comprehensive anti-discrimination legislation within the European Union. Going forward, the Issuer's expenditures for Retirement Benefit Obligations may be significantly higher than they are today. The Issuer may incur new or more extensive Retirement Benefit Obligations in the future due to changes in legislation, case law or accounting standards, or such changes may negatively impact previous calculations with respect to its net Retirement Benefit Obligations.

In addition to defined benefit plans, the Issuer pays significant contributions to government or private pension insurance providers based on statutory or contractual provisions, or on a voluntary basis, in the case of defined contribution pension plans. The total expense arising from these amounted to 134.5 million Euro in 2019, of which employer contributions into government-run schemes amounted to 105.9 million Euro. These employer contributions may further increase.

In Germany, the Issuer is obliged to make contributions to the mandatory pension security association (*Pensionssicherungsverein*, "PSV"). Due to the financial and economic crisis that began in late 2008 and the insolvency of many PSV-members, contributions to the PSV increased significantly. Depending on the future overall economic development, the Issuer faces the risk that the PSV levy could increase again, in particular in the wake of COVID-19.

The Issuer may have to write down inventories or other assets, which could adversely affect its financial position and result in loss of profitability.

The Issuer may be unable to sell, or to sell at the calculated prices, and may build up, its inventories (work-in-progress, finished goods & merchandise including used trucks and spare parts) due to insufficient demand from the market, *e.g.*, as a result of an overall economic recession, technological advances, intense competition, stricter import requirements (*e.g.*, for diesel engines installed) or political circumstances (such as trade conflicts). This may require the Issuer to write down the carrying value of such inventory, negatively impacting its profit and financial position. The risk is particularly relevant in the case of goods with long lead times and where the Issuer is unable to quickly adapt its supply chain (*e.g.*, deliveries received for parts and components) to the current load situation. Products manufactured in anticipation of orders which failed to materialize, or other order management failures may also require the Issuer to write down the resulting inventory on stock if it cannot be put to further use.

In addition, impairment charges may have to be recognized in respect of developed products and associated production lines, plants, real estates, production tooling and other non-current assets, in particular leased assets or rental assets, if the ability of these assets to generate future economic benefits is no longer sufficient to recover the respective carrying value. This risk has already materialized in the past, for example, as a result of plant or office closures (*e.g.*, a production line for heavy trucks and other assets in the Issuer's previous production facility at Merthyr Tydfil, UK), or in respect of development costs for an industrial truck model which could not be marketed as intended as a result of the trade conflict between the U.S. and China.

With respect to the Issuer's equity investments (including its joint ventures accounted under the equity method), a variety of factors including deterioration in performance, adverse market conditions and adverse changes in applicable laws or regulations may have an adverse effect on the cash flows to be generated by these investments. This may lead to an impairment of the carrying amount of the investments. For example, in the second quarter of 2020, the Issuer wrote off the entire carrying amount of its 10 % stake in Linde Hydraulics GmbH & Co. KG in an amount of 10.7 million Euro due to the decline in such company's business.

The Issuer is exposed to interest rate risk on its variable rate debt and pension liabilities, currency fluctuations, as well as to risks in connection with derivative instruments and hedging transactions.

The Issuer uses the currently low short-term interest rates in the Euro to hold part of the financial liabilities as a variable rate debt. As of June 30, 2020, the Issuer held approximately half of its total financial liabilities of 2,174.6 million Euro as variable rate debt. The majority of this variable rate debt is in Euro. Rising interest rates initiated by the central banks, in particular the European Central Bank, might lead to an increase of the Issuer's interest expenses. Falling interest rates may have adverse effects on its pension liabilities.

The Issuer uses financial derivatives (primarily currency forwards and interest rate swaps) as hedging instruments to help limit and control foreign exchange and interest rate risks, for example in respect of its sales budget, finance agreements and direct sales refinancing arrangements (such as asset-backed securities and lease facilities).

Such transactions involve risks, in particular, if the interest or exchange rate development differs from expectations. The projections and assumptions made by the Issuer's risk management team at the time when such transactions are entered into could prove to be incorrect, and the transactions could fail to limit the risks as intended or increase its costs, which may compound the underlying risks.

4. Compliance, Regulatory, Legal and Tax Risks

The Issuer is subject to risks from disputes and administrative, legal, tax and arbitration proceedings which could result in penalties, damages and loss of reputation.

The Issuer is, and potentially will be in the future, involved in several pending lawsuits or other administrative, legal, tax and arbitration proceedings, or other forms of legal dispute, in various jurisdictions. Frequently encountered situations include claims from or against suppliers, dealers and customers regarding delays and disruptions, non-performance of contractual obligations as well as labor disputes, antitrust issues, product liability, warranty claims and intellectual property rights.

The significance and outcome of these proceedings can vary greatly, and any individual case could have considerable negative consequences for the Issuer, *e.g.*, obligations to pay contractual penalties or damages (including punitive damages), equitable remedies or sanctions, fines or disgorgement of profit. In individual cases, legal disputes may also lead to formal or informal exclusion from tenders or the revocation or refusal to renew or grant business licenses or permits. Some of these legal disputes and proceedings could result in adverse decisions for the Issuer, or decisions, assessments or requirements of regulatory authorities could deviate from its expectations, which may have material effects on its operations as well as its financial position, results and cash flows. The Issuer cannot determine with any degree of certainty that it will prevail in the proceedings in which it is involved, or that insurances or existing risk provisions on its balance sheet will be sufficient in each case. Legal proceedings can also divert management attention, result in significant litigation and arbitration costs as well as negative publicity, and harm the Issuer's reputation. In some cases, its reputation may suffer regardless of the merits of the claim and the outcome of the proceedings.

As of the date of this Prospectus, the Issuer has a number of material legal disputes pending, including: (i) arbitration proceedings brought by the Issuer against one of its former dealers for STILL industrial trucks in Israel including counter-claims made against the Issuer of up to more than 20 million Euro.

As creditors, the Issuer also takes part, and may in the future take part, in insolvency proceedings where any of its suppliers or other business partners fall under administration or other schemes of distress, and where the Issuer faces risks regarding certain of its assets (such as significant account receivables) and/or business interests (such as a continuation of supply). This has already become relevant in individual cases, and may become even more relevant, as a consequence of increased insolvency risks resulting from COVID-19.

The Issuer relies on force majeure clauses in its customer contracts to excuse project delays caused by government restrictions imposed as countermeasures against the spread of COVID-19 and similar obstacles beyond its control. There is no assurance that customers will accept the Issuer's interpretation of such clauses and will not make claims despite of them.

The Issuer's Group may become subject to antitrust investigations, the outcome of which could lead to fines and related damage claims. The Issuer may be obliged to compensate its dealers after termination of its cooperation or relationship.

Due to the size and market share of the Issuer's business, it is subject to antitrust and competition laws in some of the markets in which the Issuer operates. The Issuer was in the past, and may in the future become again, subject to regulatory scrutiny and legal proceedings in these jurisdictions.

In addition, antitrust authorities, in particular those in Europe, may focus on investigating possible violations of competition (antitrust) laws or regulations prohibiting collusive and other anti-competitive practices, which may include the Issuer or its subsidiaries. While the occurrence, duration and outcome of such potential investigations is uncertain,

the risk remains that competition authorities in Europe or elsewhere may impose penalties or that third parties may raise claims for damages. Of particular importance to the Issuer are Article 101 para 1 of the Treaty on the Functioning of the European Union ("TFEU") and Section 1 of the German Act against Restraints of Competitions (*Gesetz gegen Wettbewerbsbeschränkungen*, "GWB") which prohibit agreements that have an anticompetitive object or restrictive effects on competition, unless such agreements fall under so-called block exemptions or individual exemptions pursuant to Article 101 para 3 TFEU and Section 2 GWB. Block exemptions are provided, under certain conditions, by Commission Regulation (EU) No 330/2010 of April 20, 2010, to categories of vertical agreements and concerted practices and Commission Regulation (EU) No 461/2010 of May 27, 2010 on the application of Article 101 para 3 TFEU.

For example, apart from activities by the Issuer's subsidiaries and branch outlets, it uses a network of dealers to distribute its industrial trucks. Its business success therefore depends on the cooperation and relationship with its dealers. The Issuer supports and incentivizes its dealers through a mix of support services (e.g., sales staff training), reward programs, advertising cost subsidies, flexible rebates, a bonus system and subsidized dealer financing packages for the purchase of its Group's products. Given the complexity of regulations, the Issuer cannot rule out that individual aspects thereof may be investigated by the competent competition authorities or that the distribution models may be deemed unlawful or may become unlawful due to, for example, changes in legislation or decision practice at the European or national level.

A legally binding decision that the Issuer or any of its subsidiaries have violated European or national competition (antitrust) laws with respect to the cooperation or relationships with its dealers could result in significant penalties and damage claims by customers as well as have a material adverse effect on its reputation.

Furthermore, in case the Issuer terminates its cooperation or relationship with any dealer, it may be subject to compensation claims by such dealer for continued business with customers previously served via such dealer (e.g., pursuant to Section 89b of the German Commercial Code (*Handelsgesetzbuch*)).

The Issuer's operations are subject to trade and economic sanctions, anti-bribery, anti-corruption, anti-money laundering laws and regulations and the risk of fraud.

The Issuer is subject to trade and economic sanctions, anti-bribery and anti-corruption laws and regulations in the jurisdictions in which it operates. For example, under German criminal law the Issuer must adhere to rules against corruption and bribery of public officials (Sections 332, 334 of the German Criminal Code (*Strafgesetzbuch*)) or private sector employees or business representatives (Section 299 of the German Criminal Code) as well as rules against the taking and giving of bribes meant as an incentive to violating one's official duties (Sections 331, 333 of the German Criminal Code). These provisions may under certain conditions also apply to circumstances that occur solely or partly on foreign territory. The German legislator is working on a revision of the overall framework for sanctioning corporations (*Verbandssanktionengesetz*) including increased fines. In addition, the Issuer's international operations expose the Issuer to potential liability under the United States Foreign Corrupt Practices Act 1977 ("FCPA"), the UK Bribery Act of 2010 and any applicable law, rule or regulation promulgated to implement the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, and other similar laws and regulations relating to anti-corruption. The FCPA and the UK Bribery Act 2010 prohibit the Issuer and its officers, directors, employees and business partners acting on its behalf, including agents, from corruptly offering, promising, authorizing or providing anything of value to a "foreign official" for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The UK Bribery Act also prohibits "commercial" bribery not involving government officials and accepting bribes as well as facilitation payments. The Issuer is also subject to anti-money laundering laws and regulations, including the EU's 5th Anti-Money Laundering Directive.

The Issuer's business involves contact with representatives of national governments and other officials, and in particular officials who are in a position of awarding government contracts and who therefore come within the focus of anti-bribery and anti-corruption laws. Some of the countries in which the Issuer operates lack a legal system that is as developed as those of other countries and may be perceived to have higher levels of bribery or corruption, including illegal procurement practices.

The Issuer's business must also be conducted in compliance with applicable economic and trade sanctions laws and regulations, such as those administered and enforced by the U.S. Department of Treasury Office of Foreign Assets

Control, the U.S. Department of State, the U.S. Department of Commerce, the German Ministry of Economic Affairs and Energy, the United Nations Security Council and other relevant sanctions authorities. Its global operations expose the Issuer to the risk of violating, or being accused of violating, economic and trade sanctions laws and regulations. In addition, rapidly changing export control rules and regulations regarding business activities in critical countries, especially export control rules and regulations existing in the U.S., which have extraterritorial reach, may lead to a risk of inadvertently violating specific countries' export control regulations and laws. The Issuer's failure or alleged failure to comply with these laws and regulations may expose the Issuer to reputational harm as well as significant penalties, including criminal fines, imprisonment, civil fines, disgorgement of profits, injunctions and debarment from government contracts, as well as other remedial measures. Recent examples of sanctions imposed are U.S. sanctions against certain Chinese companies (ZTE and HUAWEI), sanctions imposed by the United Nations, the U.S. and the EU against Russia and Crimea, as well as U.S. sanctions against certain service providers with regard to the project "NORDSTREAM 2" in Germany.

In addition, any such sanctions may impact the Issuer indirectly. For example, if one of its third-party service providers ceases to render services to the Issuer in order to comply with sanctions applicable to such third-party service provider, banks may refuse to facilitate financial transactions or provide guarantees. Additionally, banks may not finance the Issuer's customers if they are sanctioned or may become sanctioned in the future. In general, financial institutions increasingly demand representations in financing contracts with regard to the compliance with sanctions or other export control measures, which may adversely impact the Issuer's financing ability. Sanctions-related risks are further exacerbated by the fact that compliance with sanctions of one country may constitute a violation of the anti-sanction legislation of another, potentially leading to civil or even criminal liability of the Issuer or its representatives. For example, the European Commission has adopted anti-boycott rules forbidding companies from the EU to comply with the 2018 U.S. sanctions targeting Iran.

The Issuer's products as well as its production and other business operations are subject to manifold regulatory requirements such as on environmental, health and safety and employment issues, exposing the Issuer to various legal, financial and operative risks. It may also be indirectly affected by regulatory requirements applicable to its customers and suppliers. As a multinational business, the Issuer's business is inherently subject to risks related to differences and changes in regulatory environments. There can be no assurance that the Issuer will be able to continuously comply with all regulatory requirements, and assure all necessary licenses, certifications and similar permits required for its business operations in a timely manner.

As a group with a global business, the Issuer is exposed to various product-, production-, and market-/market access-related and other regulations, laws and policies ("**Regulatory Requirements**") influencing its business activities and processes as well as its reputation. Observing all Regulatory Requirements at any given point in time requires constant monitoring of such requirements, which may be manifold, complex and subject to changes, as well as the ability to fulfill them as and when required. In addition, the Issuer is inherently subject to risks related to differences in regulatory environments. On a country-by-country basis, the pace, and sometimes direction, of regulatory reform varies, making the Issuer and its customers' regulatory environment even more complex. There can be considerable uncertainty about the extent and shape of future Regulatory Requirements. There is no assurance that the Issuer is and will always be successful in developing and implementing policies and strategies that ensure a full and timely observation of each Regulatory Requirement in each location where the Issuer does business.

In addition, compliance with Regulatory Requirements, often enshrined in product-specific standards or other norms such as EN, ISO and DIN, must be verified or certified, with which the Issuer may not necessarily succeed.

The production of the Issuer's products relies on various permits, approvals and other governmental authorizations which it may fail to obtain in the future. Regulatory Requirements, such as those applicable to construction and operation of production facilities, for example in relation to air pollution avoidance, noise reduction, use of water and discharge of waste water, use of hazardous substances, waste production and disposal as well as environmental, health and safety, all of which are of particular relevance for the Issuer, can result in significant increases in its operating or production costs or necessitate considerable technological advancement. Similar risks may arise from minimum employment standards, human rights or other socially relevant Regulatory Requirements.

Furthermore, the Issuer's products are subject to various Regulatory Requirements. For instance, certain rules apply to their technical design, in particular, product safety regulations. Failure to comply with such requirements could constitute

a significant risk of liability. Moreover, eco-design regulations apply to the Issuer's products. Therefore, it has to consider and optimize ecological aspects at every stage of a product's life cycle, which might be technically challenging and expensive. Related to this topic, the Issuer's products are further in the scope of legislation on waste electrical and electronic equipment and on batteries. Besides that, there is a steadily rising worldwide trend to restrict the use of hazardous substances. To the extent the Issuer's products contain substances pursuant to this legislation, it is required to find substitutes, which might cause significant costs. Moreover, the Issuer must collect information regarding hazardous substances from its suppliers and provide information on this topic to its customers. Due to the Issuer's global supply chains, the monitoring of hazardous substances in products of its suppliers might cause significant costs and, to some extent, might be practically impossible or only possible with a delay. Likewise, restrictions to use materials from conflict regions might require the Issuer to search for substitutes. Notwithstanding such statutory Regulatory Requirements, its customers might require the Issuer to implement even higher standards.

With regard to market and market access regulation, the Issuer has to comply with, *e.g.*, data privacy law. Furthermore, the Issuer offers financial leasing to its customers and is dependent on the relevant permits.

The Issuer may also become subject to Regulatory Requirements forcing the Issuer to monitor or control the compliance of Regulatory Requirements by its suppliers, and in case of its failure to do so, face significant liability risks to an uncertain and potentially extensive spectrum of claimants, as well as fines or other regulatory actions brought by public authorities. The Issuer may need to terminate supplier relationships in order to avoid such liability risks, with consequential risks to its supply chain and production. Changes in the regulatory environment could adversely affect its business, including by reducing demand for its products, increasing costs and reducing profit.

Likewise, where the Issuer provides products and services to customers that are active in regulated markets, it may become indirectly affected by the Regulatory Requirements applicable to its customers. Regulatory changes could lead to certain of its or its customers' products, solutions and services becoming, subject to gradual phase-outs, unlawful if the Issuer fails to adapt to such changes or becoming uneconomical.

With regard in particular to environmental, health and safety ("**EHS**"), any violations may expose the Issuer to the risk of liability, penalties, fines, reputational damage or loss of licenses or permits that are important to its business operations. The Issuer may also suffer a downgrade of its environmental, social and governance (ESG) ratings, which may have a detrimental impact on the market value of its Company's shares, as some investors may withdraw from investing into them. The Issuer could also face liability for damage or remediation for environmental contamination at the facilities it owns, leases, designs or operates. Due to its operational risk profile there may be a risk of serious and/or fatal accidents. In addition, due to the Issuer's global operations, it has a large number of employees in many different jurisdictions with different EHS standards, which may make compliance with these standards more complex. Furthermore, it cannot be excluded that in individual cases, certain employees may have insufficient knowledge about binding international and local requirements in this field. The Issuer may also be inadequately prepared to respond to unexpected regulatory enforcement actions. Increasingly, compliance and enforcement of EHS standards is becoming part of financing terms for projects, and the Issuer may fail to accurately interpret and apply these standards, which may jeopardize the financing of its projects due to contractual termination rights.

In addition, the implementation of the Paris agreement adopted under the United Nations Framework Convention on Climate Change in December 2015, could also tighten the climate change laws in different countries and regions, including the EU. Existing and possible new regulations regarding carbon dioxide and other greenhouse gas emissions, for instance any future federal actions in the U.S. as well as emission trading systems or energy-saving targets in connection with market-based mechanisms in various countries worldwide or any comparable measures in other countries in which the Issuer operates, could significantly increase its production cost and, if the Issuer is not able to increase its energy efficiency or prices accordingly, put pressure on its margins.

Furthermore, certain of the Issuer's activities depend on permits, licenses, approvals, certifications and/or exemptions in different jurisdictions in order to operate its business. For example, the Issuer is exposed to risks associated with approvals when building and operating production facilities and require certain permits for its plants, which may be suspended, revoked or made subject to conditions by public authorities. Relevant regulatory authorities may not grant licenses, approvals, certifications, exemptions and dispensations as quickly as anticipated, which may result in project delays or unused capacities. Furthermore, the Issuer's customers increasingly require that it obtains additional certifications in order to consider engaging the Issuer. The necessary validation and certification processes are often

complex, time-consuming and costly, and may be influenced by factors that are beyond the Issuer's control. Failure to obtain certifications, e.g. for an environmental management system according to ISO 14001, as and when required by the Issuer's customers may result in a loss of revenue and harm its reputation. There can be no assurance that the Issuer will be able to comply with all regulatory requirements, and assure all permits, licenses, approvals, certifications, exemptions and dispensations upon their expiration within the required timeframe or at all.

The Issuer's risk management and internal controls may not prevent or detect compliance risks, which could result in investigations by authorities, fines, damage claims, payment claims, the termination of relationships with customers, dealers or suppliers and even governmental exclusion from businesses (blacklisting) as well as reputational damage. Further, its internal controls could fail to detect business risks in time or at all.

The Issuer operates in numerous countries with approximately 133 consolidated subsidiaries and approximately 34,600 employees, each as of December 31, 2019, including in certain countries with less stable political, legal and regulatory regimes as well as inconsistent enforcement of laws and regulations. In addition, some of its customers and suppliers operate in countries which have business environments, legal systems as well as political and cultural influences different from those which prevail in Western Europe. The Issuer also outsources some of its support functions, such as contract manufacturing tasks, to third parties. It has only limited influence over the day-to-day operations of its customers, suppliers and other partners. In particular, the Issuer has limited or no insight on how its customers use the products the Issuer supplies. All of these circumstances inherently create a risk that applicable legislation and regulations may be breached.

The Issuer's existing compliance and control system and organization, its codes of conduct and regular training efforts, implemented in order to safeguard compliance with all applicable laws, e.g., anti-corruption, anti-bribery, antitrust, fair competition, anti-money laundering, data privacy, human rights, sanctions and other forms of export control regimes, including customs regulations and other legislation such as data protection regulations, regulatory security requirements or capital markets laws, may not be sufficient to exclude violations of applicable legislation and regulations. There is no guarantee that the Issuer's employees, customers, suppliers and other partners will always act in compliance with applicable statutory provisions and internal guidelines or process descriptions, for example, those relating to procurement, production, proposals and sales. In particular, the Issuer's projects are often undertaken in high-risk countries where it is required to work with local project partners, subcontractors or suppliers, which the Issuer may not always be able to analyze entirely and in all details. With regard to sanctions and other export control regimes, sanctioned parties may be indirectly involved, making it difficult to detect their involvement. High pressure arising from a fast changing, more complex and at times harsh business environment, as well as ambitious target setting may unintentionally foster non-compliant behavior of the Issuer's employees. The Issuer faces the risk that, as a result of any violations of relevant laws and regulations, penalties, liabilities, fines or investigations may be imposed on the Issuer or that its business may be adversely affected. In addition, its compliance system and monitoring capabilities may not be sufficient to promptly detect current compliance issues, identify past violations or prevent damage from fraud or similar crimes in the Issuer's Group, as has happened in the past in individual cases.

Inappropriate behavior or any compliance breaches could lead to legal proceedings against the Issuer, criminal, regulatory and/or other fines, sanctions, court orders affecting future conduct, forfeiture of profits, rescission of existing contracts, exclusion from certain businesses (so-called "blacklisting"), potential damages, loss of licenses and certifications or other restrictions, which, in turn, might limit the Issuer's ability to pursue strategic projects and transactions that may be important for its business.

Involvement in potential non-compliance proceedings and investigations could harm the Issuer's reputation and that of its management, lead to the loss of customers and have a negative impact on its brands and on its efforts to compete for new customers and new orders. Customers and/or third parties could also initiate legal proceedings against the Issuer for substantial financial sums.

The Issuer may be unable to adequately protect and defend its IP and know-how or may infringe on third-party IP rights.

In close alignment with the product development process, the Issuer regularly applies for new patents and other proprietary rights and actively manages its intellectual property, including patents, trademarks and design rights, and know-how ("IP") portfolio in an effort to secure proprietary technologies.

However, the process of seeking patent protection in particular can be lengthy and expensive. Furthermore, patents may not be granted on currently pending or future applications or may not be of sufficient scope or strength to provide the Issuer with meaningful protection or commercial advantage. The granting of a patent does not guarantee that it is effective and that possible patent claims can be enforced to the degree necessary or desired. In particular, IP rights are difficult to enforce in Asia and certain other countries, since the application and enforcement of laws governing such rights adhere to a different standard in these countries than in other jurisdictions in which the Issuer operates, such as Germany. Furthermore, its patents and other IP may not prevent competitors from independently developing or selling products and services that are similar to, or virtually duplicates of, the Issuer's one. Some of the Issuer's IP is not protected by registered IP rights, as it considers the disclosure of trade secrets connected with a registration to be more harmful to it than the risk of secrecy violations.

Precautions taken to ensure that the Issuer retains ownership of its IP when it develops software solutions for customers may not suffice. If the Issuer is unable to protect its IP adequately, its competitors could use the IP it has developed to enhance their own products and services, which could harm the Issuer's business. Any failure to protect and secure the Issuer's confidential information from unauthorized use or disclosure could diminish the value of its confidential information. The Issuer relies on a combination of copyright, trademark, patent and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect its proprietary rights, all of which provide only limited protection in certain circumstances. Also, to the extent the Issuer sells its software and services internationally, effective IP protection may not be available or be as robust as in Europe or the U.S. Agreements customarily entered into with the Issuer's employees, contractors and third parties to limit access to and disclosure of its proprietary information may not prevent unauthorized use or the reverse engineering of its technology.

Unauthorized parties may attempt to copy or otherwise obtain and use the Issuer's technology. If substantial unauthorized use of its IP occurs, the Issuer may incur significant costs in prosecuting actions for infringement of its rights, as well as the loss of employee time devoted to these matters. Depending on the respective circumstances, the Issuer may pursue a selective strategy when filing for new patents, *i.e.*, in order to reduce costs while at the same time adequately protecting its innovations. Such an approach may result in an increase of efforts required to defend against third party IP rights and other measures to mitigate risks relating to IP rights. If the Issuer fails to strike an adequate balance between cost reduction and an adequate level of protection, it might not have the portfolio of IP rights required to be competitive.

The Issuer is a party to a number of license agreements that afford the Issuer rights to IP that is necessary or useful to its business. Its success depends in part on the ability of the Issuer and its licensors to obtain, maintain and sufficiently enforce its and the licensed IP rights the Issuer has commercialized. Without protection for the IP rights the Issuer has filed with the respective patent office and license, other companies might be able to offer substantially identical products, which could adversely affect sales of the Issuer's products and, ultimately, of its competitive position. Also, there can be no assurance that the Issuer will be able to obtain or renew from third parties the licenses to IP rights it needs in the future, and there is no assurance that such licenses can be obtained on reasonable terms.

Since the Issuer's competitors, suppliers and customers also submit inventions for IP protection, and since it is not always possible to determine with certainty whether there are effective and enforceable third-party IP rights pertaining to certain processes, methods or applications, there is a potential risk that the Issuer could infringe the IP rights of third parties. Accordingly, third parties could assert infringements of IP rights, including illegitimate ones, against the Issuer. As a result, the Issuer could be required to cease manufacturing, using or marketing certain technologies or products in certain countries or be forced to incur licensing costs or make changes to manufacturing processes and/or products, or litigate the scope or validity of patents in order to be permitted to sell its products. In addition, the Issuer could be liable to pay compensation for infringements or could be forced to purchase licenses to make use of technology from third parties.

For the purpose of protecting the brands the Issuer uses, it relies on owned and licensed trademarks. There can be no guarantee that the Issuer will be able to protect its trademarks in the future. If its trademarks cannot be adequately protected, this could hinder or completely eradicate its technological advancement and market reputation and thus significantly impair its competitiveness. For example, the Issuer's use of the "Linde" name is permitted through a perpetual license granted by Linde GmbH (formerly Linde AG) to one of our subsidiaries. The Issuer is party to an additional license agreement under which it is allowed to use certain "Linde" symbols in connection with certain products in certain countries.

The Issuer's tax burden could increase due to changes in tax laws and regulations or their application or interpretation, as a result of current or future tax audits, or transfer pricing adjustments.

The Issuer operates in many countries and is therefore subject to many different tax regulations. Its tax burden could increase due to changes in tax laws or their application or interpretation, or as a result of current or future tax audits. Changes in tax laws or regulations, tax treaties or any change in position by the relevant authorities regarding the application, administration and interpretation (including any form of administrative guidance or through the interpretation by courts) in any applicable jurisdiction, could result in higher tax expenses and increased tax payments (prospectively or retrospectively). Furthermore, these changes could particularly impact the Issuer's tax receivables and tax liabilities as well as deferred tax assets and deferred tax liabilities. In addition, the uncertain legal environment in some regions could limit the Issuer's ability to enforce its rights. The Issuer is regularly audited by tax authorities in various jurisdictions and it continuously identifies and assesses relevant risks, and an assessment of the relevant tax authorities could lead to additional tax burdens or other detrimental consequences. Furthermore, some of the Issuer Group's entities are, and may become, involved in pending tax disputes with local tax authorities in several jurisdictions. As a result of current or future tax audits or other reviews by tax authorities or tax disputes, material additional taxes could be imposed on the Issuer's companies exceeding the provisions reflected in its financial statements. For instance, the original treatment of a tax-relevant matter in a tax return, tax assessment or otherwise could later be found incorrect, the establishment of the Issuer's tax groups for past and current periods could be challenged, and additional taxes, interest, penalty payments and/or social security payments could be assessed on any of its companies. Such (re-)assessment may be due to an interpretation or view of laws and/or facts by tax authorities in a manner deviating from the Issuer's view and may in particular emerge as a result of tax audits or other review actions by the relevant tax authorities or tax disputes pending before the tax courts. For instance, the Spanish tax authorities are currently questioning the deductibility of the interest accrued on the borrowing of the Issuer's Spanish holding company for the years 2008 to 2017. Furthermore, Spanish tax authorities have challenged the deduction of input VAT at one of the Issuer's Spanish subsidiaries for the period from July to December 2017 due to an alleged lack of fulfilment of the "Immediate Provision of Information (SII) Regime". Potential final adjustments could lead to significant additional taxes, late payment interest and penalties.

Some companies of the Issuer's Group have been, and are still, significantly benefitting from a preferential tax treatment, such as R&D tax credits in the U.S. or the preferential tax status for "High and New Technology Enterprises" ("HNTE") in China. One of the Issuer's Chinese subsidiaries was classified as HNTE until 2017 and, thus, has taken advantage of a lower corporate income tax rate. One of its U.S. subsidiaries has claimed substantial amounts of R&D tax credits which has reduced its tax burden. If a preferential tax treatment was denied with retroactive effect or is no longer granted in the future, this would increase the Issuer's tax burden.

Several of the Issuer's subsidiaries have considerable tax loss carry forwards, some of which have been capitalized as deferred tax assets in the consolidated financial statements for the financial year ending on December 31, 2019. The utilization of tax loss carry forwards may be restricted under applicable tax laws, for instance, if they cannot be carried forward indefinitely or if they forfeit upon occurrence of a certain event (*e.g.*, a direct or indirect transfer of shares or a change of control). If tax loss carry forwards can no longer be set-off against future taxable profits, this would generally increase the Issuer's future tax burden. In addition, any such restriction may require a write-down of the deferred tax assets in its consolidated financial statements.

As the Issuer operates in numerous jurisdictions, it is particularly exposed to tax risks with regard to transfer pricing rules applicable to cross-border business relationships. Pursuant to such rules, related enterprises are obligated to conduct any inter-company transactions on conditions which would also apply among unrelated third parties concluding comparable agreements (so-called arm's length principle) and to provide sufficient documentation thereof, subject to the rules applicable to them in the relevant jurisdiction. For example, some of the Issuer's subsidiaries sell goods and/or provide services to, from their perspective, foreign subsidiaries. These companies must fulfill special requirements regarding the documentation of transfer prices according to special tax laws, such as the German Foreign Tax Act (*Außensteuergesetz*) or similar applicable national laws and regulations, in particular taking into account OECD requirements. It cannot be excluded that one or more foreign tax authorities might not agree with, and thus challenge, the transfer pricing rules implemented by the Issuer. Its documentation may be considered to be insufficient by the relevant tax authorities, or transfer prices may be considered to be inadequate or inadequately justified. For example, in respect of some of the Issuer's German and Italian subsidiaries, transfer prices were raised in the past as a result of field audits with resulting tax audit findings increasing the taxable income. This may result in penalties and additional tax payments, such as double taxation in two or more countries, which could potentially only be mitigated or avoided by

means of a mutual agreement procedure between the relevant tax authorities or by uncertain unilateral measures. Furthermore, transfer pricing risks may increase in the future as intra-Group cross-border business grows or changes (e.g., due to digitization) and as the tax authorities' interpretation of the arm's length principle evolves over time.

Reduced profitability levels or even loss situations caused by the COVID-19 pandemic as well as conflicting fiscal interests of several countries could be further triggers for potential transfer pricing adjustments resulting from tax audits. Any such adjustments may lead to additional tax payments, interest, and penalties.

The Issuer's companies could be involved in transactions with the existing shareholders of the Issuer and/or parties related to the existing shareholders. Such transactions, in order to be recognized for income tax purposes, also need to comply with the arm's length principle. In case of any such transactions being found not to be at arm's length, this could lead to the assessment of additional taxes payable by its companies.

5. Risks Related to the Issuer's Shareholder Structure

Weichai Power Holding will control the Issuer, and the interests of Weichai Power Holding could come into conflict with the interests of other investors.

To the Issuer's knowledge, as of the date of this Prospectus, Weichai Power (Luxembourg) Holding S.à r.l., Luxembourg ("**Weichai Power Holding**") holds 45.2 % of the Shares in the Issuer. Weichai Power Holding is, to the Issuer's knowledge, a subsidiary of Weichai Power Co., Ltd., Weifang, China ("**Weichai Power**"). In its consolidated financial statements, which are published on the website of the Hong Kong Stock Exchange, Weichai Power states that its highest-level parent company is Shandong Heavy Industry Group Co., Ltd., Jinan, China, which itself is owned by the government of the People's Republic of China, acting through the State-owned Assets Supervision and Administration Commission of Shandong People's Government of the People's Republic of China. Shandong Heavy Industry Group Co., Ltd., Jinan, China, is the company that prepares the global consolidated financial statements for the largest number of affiliated companies. These consolidated financial statements are not publicly available. Weichai Power is the company that prepares the global consolidated financial statements for the smallest number of affiliated companies. These are available in English on the websites of the Hong Kong Stock Exchange (www.hkexnews.hk) and the company (www.weichaipower.com). According to the disclosures pursuant to the German Securities Act (*Wertpapierhandelsgesetz (WpHG)*), Shares in the Issuer held by Weichai Power Holding are deemed to belong to Shandong Heavy Industry Group Co., Ltd., Jinan, China, Weichai Group Holdings Limited, Weifang, China, Weichai Power, Weichai Power (Hong Kong) International Development Co, Ltd., Hong Kong, China, and China.

The interests of Weichai Power Holding may conflict with the interests of the other shareholders and the Issuer. Any conflict of interest may materialize in particular in the exercising of voting rights at the Issuer's general meeting or of contractual rights under various commercial agreements entered into with the Issuer or its subsidiaries, adversely affecting its Group's business.

Considering the average shareholder presence at the general meeting of the Issuer, Weichai Power Holding will likely be in a position to control the resolutions passed by the general meeting of the Issuer with a simple majority of the votes cast or the represented share capital. In particular, Weichai Power Holding may be able to determine the appropriation of profits and hence the Issuer's dividend policy, the future composition of the Issuer's supervisory board and, indirectly, its management board, and may also decide on certain major capital measures, regardless of how other shareholders vote.

In addition, there are many operative interactions on various levels between the Issuer's Group and companies affiliated with Weichai Power Holding. As of December 31, 2019, the Issuer's Group had receivables in the amount of 25.0 million Euro, liabilities of 9.1 million Euro, annual sales of goods and services of 39.2 million Euro and purchases of goods of services of 45.3 million Euro with related parties (excluding non-consolidated subsidiaries, equity-accounted associates and equity-accounted joint ventures) including Weichai Power Holding and its affiliates, representing an increase compared to the previous year 2018. Examples of the Issuer's interactions are the cooperation of its sales organization in China, its joint venture Linde Hydraulics GmbH & Co. KG, in which the Issuer holds a 10 % interest, to which it has granted a shareholder loan in the amount of 9.3 million Euro (which cannot be terminated before December 31, 2021) and from which its industrial trucks business sources hydraulic components.

Furthermore, the Issuer has entered in a joint venture with Weichai Power regarding a new production plant in Jinan, Shandong province, eastern China, for industrial trucks in the value segment as well as electrified industrial trucks. Various commercial conflicts of interest may arise in any of these circumstances. Considering the diverse interconnections, the Issuer may also not be successful in excluding that trade secrets and know-how is not disclosed to subsidiaries of the Shandong Heavy Industry Group in each and any case. Conflicts of interest might also arise in case of participations in companies which compete with the Issuer.

There are no lock-up agreements with respect to the shares in the Issuer with existing or future shareholders. Thus, all shareholders are free to sell their Shares in the Issuer at any time. The Issuer's share price could fall substantially if Weichai Power Holding were to sell some or all of their Shares or if such sales were anticipated by investors. In addition, the sale or market expectation of a sale of a large number of Shares by significant shareholders such as Weichai Power Holding could make it difficult for the Issuer to issue new Shares in the future on favorable terms and in addition might have a material adverse effect on the market price of the Shares. Furthermore, in the event that the Issuer wants to carry out a capital increase and Weichai Power Holding is not able or willing to participate in such capital increase but at the same time wants to prevent being diluted, Weichai Power Holding may therefore vote against the implementation of such capital increase. Even if Weichai Power Holding votes in favor of but does not participate in a future capital increase of the Company, it could become more difficult for the Issuer to raise new capital.

If Weichai Power Holding acquires more than 50 % of the voting shares in the Issuer, the lenders under KION's 1,150 million Euro and 1,000 million Euro revolving credit facilities and the tranches of the promissory notes with, as of June 30, 2020, the total carrying amount of 1,319.0 million Euro would have the right to terminate their loans and demand repayment. The same would apply with respect to most other of the Issuer's, as of June 30, 2020, (in aggregate) 2,332.6 million Euro other financing agreements and securitization and leasing and refinancing contracts.

Furthermore, the Issuer's future shareholder structure might impact decisions regarding the inclusion of the Company in stock exchange indices.

Membership of the same individuals on boards of the Company and of Weichai Power Holding or its affiliates may result in conflicts of interest.

As of the date of the Prospectus, two members of the Supervisory Board of the Issuer are senior officers of Shandong Heavy Industry Group Co., Ltd., the indirect parent undertaking of Weichai Power Holding. In addition, the chairman of the Issuer's Supervisory Board is a non-executive director of Weichai Power, an affiliate of Weichai Power Holding.

Furthermore, the Issuer's chief executive officer was appointed a non-executive director of Weichai Power.

Since the interests of Weichai Power Holding, its affiliated companies and the Issuer will not necessarily always coincide or be aligned, the aforementioned dual mandates and any other relationships of the Issuer's board members with Weichai Power Holding may result in conflicts of interest for these individuals when acting in their different roles, in particular with regard to their respective fiduciary duties or duties of care. Measures implemented in order to avoid conflicts of interest may not be sufficient.

Risk Factors regarding the Notes

The risk factors regarding the Notes are presented in the following categories depending on their nature with the most material risk factor presented first in each category:

1. Risks related to the nature of the Notes
2. Risks related to specific Terms and Conditions of the Notes
3. Other related Risks

1. Risks related to the nature of the Notes

Liquidity Risk

Application has been made to list Notes to be issued under the Programme on the official list of the Luxembourg Stock Exchange and to admit the Notes to trading on the regulated market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange. Notes issued under the Programme may also be listed on other or further stock exchanges. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If Notes are not listed on any exchange, pricing information for such Notes may, however, be more difficult to obtain, which may affect the liquidity of the Notes adversely. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Market Price Risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels or the lack of or excess demand for the relevant type of Notes. The holders of Notes are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the holders sell the Notes prior to the final maturity of such Notes. If a holder of Notes decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the relevant Final Terms.

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

A holder of a Floating Rate Note is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the yield of Floating Rate Notes in advance. Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

2. Risks related to specific Terms and Conditions of the Notes

Risk of Early Redemption

The applicable Final Terms will indicate whether the Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates or within several call redemption periods determined beforehand or whether the Notes will be subject to early redemption upon the occurrence of an event specified in the applicable Final Terms e.g. change of control or in the case of Fixed Rate Notes upon publication of a transaction trigger notice (early redemption event) as set out in the Terms and Conditions. Furthermore, the Issuer has a right for termination in the case of Floating Rate Notes if a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined following a Rate Replacement Event as set out in the Terms and Conditions. In addition, the Issuer will always have the right to redeem the Notes for reasons of minimal outstanding amount or if it is required to pay additional

amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise his optional call right if the yield on comparable Notes in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the Issuer may exercise any optional call right irrespective of market interest rates on any call date or within the relevant call redemption periods respectively.

Specific risks regarding Floating Rate Notes linked to a Reference Rate

The interest rates of Floating Rate Notes are linked to reference rates such as the Euro Interbank Offered Rate (EURIBOR), the London Interbank Offered Rate ("**LIBOR**"), the Sterling Overnight Index Average ("**SONIA**"), or the secured overnight financing rate ("**SOFR**") which are deemed to be "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**") and which are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented.

A holder of Notes referencing any Benchmark is exposed to the risk that changes to, or the discontinuation or prohibition on use of, the relevant Benchmark could have a material adverse effect on the yield on, or the market value or liquidity of, the Notes as a result of ongoing and profound benchmarks regulation and reform.

In this context, Holders of Floating Rate Notes and Fixed to Floating Rate Notes should be aware of the following risks:

- Changes in the methodology for the determination of any of the Benchmark, discouraging effects of benchmark reforms and regulation in relation to the administration and contribution to the Benchmarks or other effects may cause any of the Benchmarks to perform significantly differently than they did in the past, to be no longer representative for the market they are intended to reflect, or to incur high volatility. Potential investors should note that the Terms and Conditions of the Notes do not provide for a replacement of a Benchmark affected by any such change.
- Benchmark reforms and regulation could also cause any of the Benchmarks – and in particular, but not limited to, LIBOR, EURIBOR – to disappear entirely or could render the continued use of any of the Benchmarks as reference rates in the Notes unlawful. In the event of any such disappearance or unlawfulness, the fallback provisions contained in the Terms and Conditions of the Notes will apply, which provide for the affected Benchmark being replaced by another reference rate. Whilst in the case of SONIA and SOFR the replacement rate will be determined on the basis of predetermined criteria set out in the Terms and Conditions of the Notes without the Issuer exercising any discretion in connection with the replacement, the replacement rate will be selected by the Issuer in its due discretion in accordance with the guiding principles stipulated in the Terms and Conditions of the Notes if the original Benchmark is EURIBOR or LIBOR. There can be no assurance that any applicable replacement rate will generate interest payments under the Notes resulting in the holder receiving the same yield that he would have received had the original Benchmark been applied for the remaining life of the Notes.
- In case the Benchmark is EURIBOR or LIBOR, if due to its disappearance or unlawfulness of use such rate is replaced by a substitute base rate by the Issuer, the Issuer will also have the right in accordance with the Terms and Conditions of the Notes to amend the terms for the determination of the applicable rate of interest and the amount of interest payable on the relevant Notes to the extent necessary or expedient to make the replacement operative. This involves the right of the Issuer to change the interest determination date to a date falling on or near the end of each interest period thus that the amount of interest payable in respect of the relevant interest period will only be known at the end of the interest period. The Issuer anticipates that it would make use of this possibility if it replaces the Benchmark with any of the risk-free overnight reference rates (such as SONIA and SOFR) which have evolved as preferred alternative reference rates for certain legacy benchmarks and no appropriate and robust forward-looking term reference rate is recommended or available at the time of replacement. Any such amendment by the Issuer to the terms for the determination of interest payable on the Notes could adversely affect the market value and liquidity of such Notes.
- In case the Benchmark is EURIBOR or LIBOR, the Issuer will also have the right under the Terms and Conditions to terminate the Notes for reason of a benchmark event if such Benchmark disappears or becomes unlawful to use and the determination of an appropriate substitute base rate is not possible. Such early termination of the Notes may have negative impacts on the yield of the Notes, and holders may not be able to reinvest the redemption

amount received under the Notes in an alternative investment having the same yield as their original investment in the Notes might have had.

- Holders of Floating Rate Notes and Fixed to Floating Rate Notes who have entered into hedging transactions to hedge payments they receive under the Notes should consider that due to the various effects set out above a mismatch between payments they may receive under the Notes and such hedging transactions may occur.

When considering the above risks, potential investors should take into account the following:

Reference rates (such as the Benchmarks) and other indices used to determine payment obligations under financial instruments or financial contracts are subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. Key international proposals for reform of reference rates include (amongst others) (i) IOSCO's principles for financial market benchmarks ("**IOSCO's Principles**") (July 2013); (ii) the Regulation (EU) 2016/1011 of the European Parliament and of the Council of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**"), which generally applies since January 1, 2018; and (iii) the reform proposals made and debated by central banks, administrators, contributors, supervisory authorities, officially appointed working groups and various market participants relating to a transition from certain existing reference rates (including EURIBOR and LIBOR) to one or more alternative reference rates or to material changes in the methodology for the determination of reference rates. While the IOSCO's Principles are intended to provide a general framework of overarching principles applicable to reference rates (such as in relation to quality, transparency and methodologies), the Benchmarks Regulation introduced a general requirement of regulatory authorisation for reference rate administration and a ban of use of reference rates of unauthorised administrators or reference rates not recognised under the Benchmarks Regulation.

In that context, the sustainability of the LIBOR has been questioned by the United Kingdom Financial Conduct Authority ("**FCA**"), the supervisory authority regulating the LIBOR, as a result of the absence of relevant active underlying markets and potential discouragements for market participants to continue contributing to the LIBOR. On July 27, 2017, the FCA consequently announced that it does not intend to continue encouraging, or to exercise its power to compel, panel banks to provide rate submissions for the calculation of the LIBOR beyond the end of 2021. In parallel, various expert groups around the world have worked on the identification and development of alternative reference rates replacing LIBOR in various underlying currencies and are working on methods for the transition to such alternative reference rates. Therefore, there is a substantial risk that the LIBOR will cease to exist in its current form after the end of 2021 (even if the legal requirements for its use in financial instruments and financial contracts are satisfied at such time).

Also in the context of the reference rates reforms outlined above, the European Money Markets Institute, as administrator of the EURIBOR, having failed with an attempt to evolve the EURIBOR methodology to a fully transaction-based methodology, has developed a hybrid methodology for the determination of EURIBOR that takes into account current transaction data, historical data and modelled data based on expert opinions and has obtained regulatory authorisation under the Benchmarks Regulation for the EURIBOR so calculated. However, since reference rates relying on expert opinion and modelled data are widely regarded as potentially less representative than reference rates determined in a fully transaction-based approach and because central banks, supervisory authorities, expert groups and relevant markets thus are developing towards preferred use of risk-free overnight interest rates with a broad and active underlying market as reference rates, there is a risk that the use or provision of EURIBOR may come to an end in the medium or long term.

SONIA and SOFR are risk-free overnight rates which in the course of the ongoing reference rate reforms have been identified by the relevant, officially appointed working groups as appropriate alternative reference rates to replace EURIBOR, GBP-LIBOR or USD-LIBOR, respectively, and each of them is administered by the central bank responsible for the relevant currency. Although they do not technically fall under the Benchmarks Regulation as in force at the date of this Prospectus, they are within the scope of the reference rate reforms outlined above and, as any other reference rate and like any of the other Benchmarks mentioned above, are subject to a risk of changing or volatile performance, methodological changes, potential discontinuance or unlawfulness of use.

Risks in connection with SONIA and SOFR rates

Notes with floating interest rates issued under this Prospectus may refer to SONIA or SOFR (SONIA and SOFR each a "**Risk-Free Rate**" or "**RFR**") for the purposes of determining interest payable on such Notes.

Due to the nascent and ongoing development of the RFRs as a reference rates in the capital markets and in other financial products or markets, the market or a significant part thereof may adopt an application of the RFRs – e.g. with respect to averaging methods, interest payment dates, interest determination dates, lookback or lockout mechanisms, or combinations of each of those factors – that differs significantly from that set out in the Notes. Thus, for example, in connection with publishing or considering to publish an index for SOFR or SONIA, the Federal Reserve Bank of New

York, as administrator of the SOFR, and the Bank of England, as administrator of the SONIA, have recently shown a preference towards using the so-called "observation period shift method" for the purpose of weighing SOFR or SONIA rates in respect of calendar days that are not business days, rather than the "lag method" embedded in the Terms and Conditions of the Notes. This could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes or impact any hedging or other financial arrangements that investors may put in place in connection with any acquisition, holding or disposal of the Notes.

Interest on Notes referencing any of the RFRs is only capable of being determined at the end of the relevant interest period. Some investors may be unable or unwilling to trade such RFR-referenced Notes, which could adversely impact the liquidity of such Notes.

If any of the RFR reference rate is not available or has not otherwise been published and the fallback provisions for the determination of the rate of interest apply, this could result in adverse consequences to the amount of interest payable on the Notes, which could adversely affect the return on, value of, and market for, such Notes.

Currency Risk of Notes denominated in foreign currencies

A holder of a Note denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Note. A change in the value of any foreign currency against the Euro, for example, will result in a corresponding change in the Euro value of a Note denominated in a currency other than Euro. If the underlying exchange rate falls and the value of the Euro correspondingly raises, the price of the Note expressed in Euro falls.

The development of currency exchange rates is highly uncertain and depends on a multitude of factors, such as the offer and demand on international foreign exchange markets, macro-economic developments in the relevant countries like the development of inflation and interest rate levels, the convertibility of and the risk associated with financial investments the respective currency or the extent of speculative transactions which generally constitute a significant part of the dealings on the foreign exchange markets. In addition, foreign exchange rates are influenced by political factors, including actions taken by the relevant governments, monetary authorities and central banks in the relevant countries. Such political actions may include the introduction of regulatory restrictions, the imposition of taxes, the replacement of a currency by a new one, amendments to currency features through currency appreciation or devaluation, or the imposition of exchange controls. Any of those factors may negatively affect the exchange rate and/or the availability of the respective currency and may put the Issuer in a position where it is unable to make a payment in the foreign currency.

Moreover, holders of Notes denominated in a foreign currency are exposed to the risk of not being able to convert payments under the Notes into euro due to exchange controls imposed in relation to the foreign currency (transfer risk).

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

Amendments to the Terms and Conditions by resolution of the Holders; Holders' Representative

Since the Notes provide for meetings of holders of Notes or the taking of votes without a meeting, a Holder is subject to the risk of being outvoted and to lose rights against the Issuer against his will in the case that other Holders agree pursuant to the Terms and Conditions of the Notes to amendments of the Terms and Conditions by majority vote according to the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*). In the case of an appointment of a holders' representative (*gemeinsamer Vertreter*) for all holders of Notes a particular holder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other holders.

3. Other related risks

Rating agencies could downgrade the Issuer's credit rating, which could materially increase the Group's financing costs and detrimentally affect customer relationships.

Financial strength ratings are crucial for the Group's competitive position. The international rating agencies S&P Global Ratings Europe Limited and Fitch Ratings Inc. awarded the Issuer financial strength ratings. Rating agencies review their ratings and assessment methods continuously and could downgrade the Issuer's ratings, whether on the basis of changes in the results of operations and financial condition of the Group or as a result of changes in the assessment of the relevant industry.

A downgrade in one or more of the Group's ratings could negatively affect the Group's business volumes and its competitive position. Additionally, the Group might find it more difficult to access the capital markets and could incur higher borrowing costs. Furthermore, a rating downgrade could lead to new liabilities or increase existing liabilities, to the extent that they depend on the Group maintaining a certain credit rating. A rating downgrade could therefore have a material adverse effect on the business, results of operations and financial condition of the Issuer.

No Restriction on the Amount of Debt which the Issuer may incur in the Future or on securing other Financial Indebtedness

The negative pledge contained in the Conditions of Issue does not prevent the Issuer from incurring financial indebtedness. Such issuance of further debt or securing debt may reduce the amount recoverable by the Holders upon winding-up or insolvency of the Issuer and may negatively affect the Issuer's ability to perform its obligations under the Notes. In such case, the market price of the Notes may be negatively affected and the Holders might not be able to realize the expected yield from the investment in the Notes.

Notes issued with a specific use of proceeds, such as a Green Bond

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

In the event that any such Notes are listed or admitted to trading on any dedicated "green" or "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), such listing or admission might not satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Any such listing or admission to trading might not be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading might not be maintained during the life of the Notes.

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

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

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

CONSENT TO USE THE PROSPECTUS

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes – if and to the extent this is so expressed in the applicable Final Terms relating to a particular issue of Notes – is entitled to use the Prospectus in Luxembourg and the Federal Republic of Germany whose competent authorities have been notified of the approval of this Prospectus, for the subsequent resale or final placement of the relevant Notes during the respective offer period (as determined in the applicable Final Terms), provided however, that the Prospectus is still valid in accordance with Article 12(1) of the Prospectus Regulation. The Issuer accepts responsibility for the information given in the Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

Such consent for the subsequent resale or final placement of Notes by the financial intermediaries may be subject to conditions as stated in the applicable Final Terms.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of KION GROUP AG (www.kiongroup.com) in the section "Investor Relations".

When using the Prospectus, each Dealer and/or relevant further financial intermediary must ensure that it complies with all applicable laws and regulations in force in the respective jurisdictions, including with the target market and distribution channels identified under the "*MiFID II Product Governance*" legend set out on the cover page of the applicable Final Terms, if any.

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

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

TERMS AND CONDITIONS OF THE NOTES

English Language Version

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

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

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

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

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

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

ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN

German Language Version (Deutsche Fassung der Anleihebedingungen)

*Die Anleihebedingungen für die Schuldverschreibungen (die "**Anleihebedingungen**") sind nachfolgend in zwei Optionen aufgeführt.*

Option I umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

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

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

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

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

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

[Im Fall, dass die Optionen, die für eine einzelne Emission anwendbar sind, nur über einen Verweis in den Endgültigen Bedingungen auf die im Satz der Anleihebedingungen enthaltenen Optionen I und II bestimmt werden, gilt Folgendes:

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

TERMS AND CONDITIONS OF THE NOTES

ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN

OPTION I – Terms and Conditions for Notes with fixed interest rates ("Fixed Rate Notes")

English Language Version

This Series of Notes is issued pursuant to a fiscal agency agreement dated 10 September 2020 (the "**Agency Agreement**") between KION GROUP AG (the "**Issuer**") and Commerzbank Aktiengesellschaft as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent, at the specified office of any Paying Agent and at the head office of the Issuer.

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "Notes") of the Issuer is being issued in [**Specified Currency**] (the "**Specified Currency**") in the aggregate principal amount [*in case the global note is an NGN, the following applies:* subject to §1(6)] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**Specified Denomination**] (the "**Specified Denomination**").

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

[In the case of Notes which are represented by a Permanent Global Note, the following applies:

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

OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung ("Festverzinsliche Schuldverschreibungen")

German Language Version

(DEUTSCHE FASSUNG DER ANLEIHEBEDINGUNGEN)

Diese Serie von Schuldverschreibungen wird gemäß einem Fiscal Agency Agreement vom 10 September 2020 (das "**Agency Agreement**") zwischen KION GROUP AG (die "**Emittentin**") und Commerzbank Aktiengesellschaft als Emissionsstelle (die "**Emissionsstelle**", wobei dieser Begriff jeden Nachfolger der Emissionsstelle gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben. Kopien des Agency Agreement sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei der bezeichneten Geschäftsstelle einer jeden Zahlstelle sowie am Sitz der Emittentin erhältlich.

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BEGRIFFSBESTIMMUNGEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der Emittentin wird in [**festgelegte Währung**] (die "**festgelegte Währung**") im Gesamtnennbetrag [*Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar:* vorbehaltlich §1(6)] von [Gesamtnennbetrag] (in Worten: [**Gesamtnennbetrag in Worten**]) in einer Stückelung von [**festgelegte Stückelung**] (die "**festgelegte Stückelung**") begeben.

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

[Im Falle von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, ist folgendes anwendbar:

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

[In the case of Notes which are initially represented by a Temporary Global Note, the following applies:

(3) Temporary Global Note — Exchange.

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

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

(4) Clearing System. The global note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means ***[if more than one Clearing System, the following applies: each of]*** the following: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking S.A., Luxembourg, ("**CBL**"), Euroclear Bank SA/NV ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and

[Im Falle von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, ist folgendes anwendbar:

(3) Vorläufige Globalurkunde — Austausch.

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde ist gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, austauschbar. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieften Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß dieses Unterabsatzes (b) des § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) geliefert werden.]

(4) Clearing System. Die die Schuldverschreibungen verbrieftende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. "**Clearing System**" bedeutet ***[bei mehr als einem Clearing System ist folgendes anwendbar: jeweils]*** folgendes: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking S.A., Luxembourg, ("**CBL**")], Euroclear Bank

together the "ICSDs")]] [,] [and] [*specify other Clearing System*] and any successor in such capacity.

[In the case of Notes kept in custody on behalf of the ICSDs, the following applies:

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

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

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

[In case the Global Note is an NGN, the following applies:

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

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.]

SA/NV ("Euroclear") (CBL and Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")) [,] [und] [*anderes Clearing System angeben*] sowie jeder Funktionsnachfolger.

[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ist folgendes anwendbar:

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

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

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

[Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar:

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

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

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

(6) *Referenced Conditions.* These Terms and Conditions fully refer to the provisions set out in Schedule 6 of the Agency Agreement (on display under www.bourse.lu) containing primarily the procedural provisions regarding Holders' meetings or votes resolutions of Holders without a meeting.

§ 2

STATUS; NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

(2) *Negative Pledge of the Issuer.* So long as any of the Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes (i) not to grant or permit to subsist any encumbrance in rem over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined below) issued or guaranteed by the Issuer or by any of its Principal Subsidiaries or by any other person, and (ii) to procure (to the extent legally possible and permissible) that none of its Principal Subsidiaries will grant or permit to subsist any encumbrance in rem over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness issued or guaranteed by the respective Principal Subsidiary, without at the same time having the Holders share equally and rateably in such security, other than any encumbrance in rem existing over assets of a newly acquired company which becomes a Principal Subsidiary. These undertakings shall not apply with respect to any encumbrance in rem over trade receivables and/or related assets (including shares or other ownership interests in any special purpose vehicle holding any receivables) pursuant to or in connection with a securitisation program or other receivables based financing.

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

(6) *In Bezug genommene Bedingungen.* Die Bestimmungen gemäß Schedule 6 des Agency Agreement (einsehbar unter www.bourse.lu), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung der Emittentin.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Emissionsstelle zur Verfügung gestellt worden sind, (i) weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit (wie nachstehend definiert), die von der Emittentin, einer wesentlichen Tochtergesellschaften oder einer anderen Person eingegangen oder gewährleistet ist, dinglich zu belasten oder eine solche dingliche Belastung zu diesem Zweck bestehen zu lassen, und (ii) ihre wesentlichen Tochtergesellschaften zu veranlassen (soweit rechtlich möglich und zulässig), weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit, die von der jeweiligen wesentlichen Tochtergesellschaft eingegangen oder gewährleistet ist, dinglich zu belasten oder eine solche dingliche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichen Verhältnis teilnehmen zu lassen, mit Ausnahme von bestehenden Besicherungen am Vermögen einer Gesellschaft, die im Rahmen einer Akquisition Wesentliche Tochtergesellschaft wird. Diese Verpflichtungen gelten nicht in Bezug auf dingliche Belastungen von Forderungen aus Lieferungen und Leistungen und/oder damit zusammenhängende

"**Capital Market Indebtedness**" means any obligation for the payment of borrowed money which is in the form of, or represented by, a promissory note (*Schuldschein*) or in the form of, or represented by, notes or other securities which are or are capable of being quoted, listed, dealt in or traded on a stock exchange or other recognised securities market.

"**Principal Subsidiary**" means a Subsidiary of KION GROUP AG, the turnover or the total assets of which, as shown in its most recent audited financial statements (in each case consolidated where that Subsidiary itself has any Subsidiaries and draws up group financial statements), as at the date at which KION GROUP AG's latest audited consolidated financial statements were prepared or, as the case may be, for the financial period to which those financial statements relate, account for five per cent. or more of the turnover or total assets of the Group (all as calculated by reference to the latest audited consolidated financial statements of the Group). "**Group**" means KION GROUP AG and its Subsidiaries from time to time, taken as a whole. "**Subsidiary**" means any enterprise controlled (*abhängiges Unternehmen*) by KION GROUP AG or, as the case may be, by a Subsidiary of KION GROUP AG, within the meaning of § 17 German Stock Corporation Act (*Aktiengesetz*).

The expressions "assets" and "obligations for the payment of borrowed money" as used in this § 2 do not include assets and obligations of the Issuer or a Principal Subsidiary which, at the time of the transaction pursuant to the requirements of law and accounting principles generally accepted in the Federal Republic of Germany need not, and are not, reflected in the Issuer's or a Principal Subsidiary's balance sheet or which are the subject of, or have been incurred in connection with, so-called asset-backed financings.

§ 3 INTEREST

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

Vermögenswerte (einschließlich Aktien oder andere Anteile an einer Zweckgesellschaft, die Forderungen hält) im Rahmen oder in Verbindung mit einem Verbriefungsprogramm oder anderen auf Forderungen basierenden Finanzierungen.

"**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit zur Zahlung aufgenommener Gelder, die durch Schuldscheine oder durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft, verkörpert oder dokumentiert ist.

"**Wesentliche Tochtergesellschaft**" bezeichnet eine Tochtergesellschaft der KION GROUP AG, deren Umsatz oder deren Summe der Aktiva aufgrund ihres letzten geprüften Abschlusses (jedoch auf konsolidierter Basis, falls die betreffende Tochtergesellschaft ihrerseits Tochtergesellschaften hat und einen Konzernabschluss erstellt) ausweislich des jeweils letzten geprüften konsolidierten Abschlusses der KION GROUP AG bzw. für den Zeitraum, auf den sich dieser Abschluss bezieht, mindestens fünf Prozent des Umsatzes oder der Summe der Aktiva des Konzerns betragen hat, wie im geprüften konsolidierten Konzernabschluss ausgewiesen. "**Konzern**" bezeichnet die KION GROUP AG und ihre jeweiligen Tochtergesellschaften, betrachtet als Ganzes. "**Tochtergesellschaft**" ist jedes von der KION GROUP AG oder einer Tochtergesellschaft abhängige Unternehmen im Sinne von § 17 Aktiengesetz.

Die in diesem § 2 benutzten Worte "Vermögen" und "Verbindlichkeiten zur Zahlung aufgenommener Gelder" schließen nicht solche Vermögensgegenstände und Verbindlichkeiten der Emittentin oder einer Wesentlichen Tochtergesellschaft mit ein, die bei Abschluss der Transaktion im Einklang mit den Gesetzen und den in der Bundesrepublik Deutschland anerkannten Regeln der Bilanzierung und Buchführung nicht in der Bilanz der Emittentin oder einer Wesentlichen Tochtergesellschaft ausgewiesen werden müssen und darin auch nicht ausgewiesen werden oder die Gegenstand von sog. asset-backed financings sind oder in diesem Zusammenhang eingegangen werden.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar von einschließlich [**Verzinsungsbeginn**] bis zum Fälligkeitstag (ausschließlich) (wie in § 5 Absatz 1 definiert) mit jährlich [**Zinssatz**]%. Die Zinsen sind nachträglich am [**Festzinstermine**] eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt

shall be made on **[First Interest Payment Date]** **[if First Interest Payment Date is not first anniversary of Interest Commencement Date, the following applies:** and will amount to **[Initial Broken Amount for Specified Denomination]** per Specified Denomination. **[If the Maturity Date is not a Fixed Interest Date, the following applies:** Interest in respect of the period from **[Fixed Interest Date preceding the Maturity Date]** (inclusive) to the Maturity Date (exclusive) will amount to **[Final Broken Amount for Specified Denomination]** per Specified Denomination.]

(2) *Accrual of Interest.* The Notes shall cease to bear interest as from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes beyond the due date until the actual redemption of the Notes at the default rate of interest established by law¹.

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) Day Count Fraction. "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**");

[if Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons), the following applies: the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.]

[if Actual/Actual (ICMA Rule 251) with annual interest payments (including the case of short coupons), the following applies: the actual number of days in the Calculation Period divided by the actual number of days in the Reference Period in which the Calculation Period falls.]

[if Actual/Actual (ICMA Rule 251) with two or more constant interest periods (including the case of short coupons) within an interest year, the following applies: the number of days in the Calculation Period divided by the product of (1) the number of days in the Reference Period in which the Calculation Period falls and (2) the

am **[ersten Zinszahlungstag]** **[sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist folgendes anwendbar:** und beläuft sich auf **[anfänglicher Bruchteilzinsbetrag je festgelegter Stückelung]** je festgelegter Stückelung **[Sofern der Fälligkeitstag kein Festzinstermine ist, ist folgendes anwendbar:** Die Zinsen für den Zeitraum von einschließlich **[den letzten dem Fälligkeitstag vorausgehenden Festzinstermine]** bis zum Beginn des Fälligkeitstags belaufen sich auf **[abschließender Bruchteilzinsbetrag je festgelegte Stückelung]** je festgelegter Stückelung.]

(2) *Auflaufende Zinsen.* Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig sind. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, fallen auf den ausstehenden Gesamtnennbetrag der Schuldverschreibungen ab dem Fälligkeitstag (einschließlich) bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) Zinsen zum gesetzlich festgelegten Satz für Verzugszinsen an¹.

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) Zinstagequotient. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**");

[im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich des Falls von kurzen oder langen Kupons) ist folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

[Im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (einschließlich des Falls von kurzen Kupons) ist folgendes anwendbar: die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch die Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

[Im Falle von Actual/Actual (ICMA Regelung 251) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich des Falls von kurzen Kupons) innerhalb eines Zinsjahres ist folgendes anwendbar: die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der Anzahl der Tage in der

¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*).

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]

[if Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is longer than one Reference Period (long coupon), the following applies:

the sum of:

(a) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[In the case of Reference Periods of less than one year, the following applies:** the product of (x)] the number of days in such Reference Period **[In the case of Reference Periods of less than one year, the following applies:** and (y) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and

(b) the number of days in such Calculation Period falling in the next Reference Period divided by **[In the case of Reference Periods of less than one year, the following applies:** the product of (x)] the number of days in such Reference Period **[In the case of Reference Periods of less than one year, the following applies:** and (y) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].]

[the following applies for all options of Actual/ Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons): "Reference Period" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. [In the case of a short first or last Calculation Period, the following applies: For the purposes of determining the relevant Reference Period only, [deemed Interest Payment Date] shall be deemed to be an Interest Payment Date.] [In the case of a long first or last Calculation Period, the following applies: For the purposes of determining the relevant Reference Period only, [deemed Interest Payment Dates] shall each be deemed to be an Interest Payment Date.]

Bezugsperiode in die der Zinsberechnungszeitraum fällt und (2) der Anzahl von Zinszahlungstagen, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären, in ein Kalenderjahr fallen würden.])

Im Falle von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungs-zeitraum länger ist als eine Bezugsperiode (langer Kupon), ist folgendes anwendbar:

die Summe aus:

(a) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** das Produkt aus (x)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** und (y) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und

(b) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** das Produkt aus (x)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** und (y) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].]

[Folgendes gilt für alle Optionen von Actual/Actual (ICMA Regelung 251) anwendbar außer der Option Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons): "Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). [Im Fall eines ersten oder letzten kurzen Zinsberechnungszeitraumes ist folgendes anwendbar: Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gilt der [Fiktiver Zinszahlungstag] als Zinszahlungstag.] [Im Fall eines ersten oder letzten langen Zinsberechnungszeitraumes ist folgendes anwendbar: Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gelten der [Fiktiver Zinszahlungstag] als Zinszahlungstage].]

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

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

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

§ 4 PAYMENTS

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

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

[In the case of interest payable on a Temporary Global Note, the following applies: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or (if applicable) to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1 (3) (b).]

[im Falle von Actual/360 ist folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[im Falle von 30/360, 360/360 oder Bond Basis ist folgendes anwendbar: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, wobei in diesem Fall der den letzten Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

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

§ 4 ZAHLUNGEN

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

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

[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde ist folgendes anwendbar: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder gegebenenfalls dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3(b).]

(2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *United States.* For purposes of [*in the case of TEFRA D Notes, the following applies:* § 1 (3) and] subparagraph (1) of this § 4, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

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

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

For these purposes, "**Payment Business Day**" means any day day (other than a Saturday or a Sunday) on which [*in the case of Notes not denominated in Euro, the following applies:* commercial banks and foreign exchange markets settle payments in [*all relevant financial centres*] and on which the Clearing System is open to effect payments.] [*in the case of Notes denominated in Euro, the following applies:* all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) and the relevant Clearing System are operational to effect the relevant payment].

(6) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; [*if redeemable at option of Issuer for other than taxation reasons, the following applies:* the [Early Call Redemption Amount of the Notes] [Call Redemption Amount of the Notes];] [*If redeemable at*

(2) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu, erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Vereinigte Staaten.* Für die Zwecke des [*im Fall von TEFRA D Schuldverschreibungen ist folgendes anwendbar:* §1(3) und des] Absatzes 1 dieses § 4 bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

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

(5) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag (außer einem Samstag oder Sonntag), an dem [*bei nicht auf Euro lautenden Schuldverschreibungen ist folgendes anwendbar:* Geschäftsbanken und Devisenmärkte Zahlungen in [*sämtliche relevante Finanzzentren angeben*] abwickeln und an dem das Clearing System betriebsbereit ist, um Zahlungen weiterzuleiten.] [*bei auf Euro lautenden Schuldverschreibungen ist folgendes anwendbar:* alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) und das betreffende Clearing System betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.]

(6) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf einen Kapitalbetrag der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; [*falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen*

option of the Issuer upon publication of a Transaction Trigger Notice, the following applies: the Trigger Call Redemption Amount of the Notes;] **[if redeemable at option of the Holder, the following applies:** the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

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

§ 5

REDEMPTION

(1) *Redemption at Maturity.*

Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [**Maturity Date**] (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any Tax Law Change (as hereinafter defined) the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3 (1)) and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 12 to the Holders, at their Final Redemption Amount, together with interest (if any) accrued to the date fixed for redemption. A "**Tax Law Change**" is (i) any change in, or amendment to, the laws or regulations of the Federal

Gründen vorzeitig zurückzuzahlen, ist folgendes anwendbar: den [Vorzeitigen Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen] [Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen];] **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zurückzuzahlen, ist folgendes anwendbar:** den Ereignis-Wahl-Rückzahlungsbetrag der Schuldverschreibungen;] **[falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren Zusätzlichen Beträge einschließen.

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

§ 5

RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.*

Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [**Fälligkeitstag**] (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Sollte die Emittentin zur Zahlung von Zusätzlichen Beträgen (wie in § 7 dieser Anleihebedingungen definiert) aufgrund einer Änderung des Steuerrechts (wie nachstehend definiert) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz 1 definiert) verpflichtet sein und kann diese Verpflichtung nicht durch das Ergreifen angemessener, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Emissionsstelle und gemäß § 12 gegenüber den Gläubigern vorzeitig gekündigt und

Republic of Germany or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, (ii) any change in, or amendment to, an official interpretation, administrative guidance or application of such laws or regulations, (iii) any action and/or decision which shall have been taken by any taxing authority, or any court of competent jurisdiction of the Federal Republic of Germany or any political subdivision or taxing authority thereof or therein, whether or not such action was taken or brought with respect to the Issuer, or (iv) any change, amendment, application, interpretation or execution of the laws of the Federal Republic of Germany (or any regulations or ruling promulgated thereunder), which change, amendment, action, application, interpretation or execution is officially proposed and would have effect on or after the date on which the last tranche of this series of Notes was issued.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts where a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 12. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

[If Notes are subject to Early Redemption at the Option of the Issuer at the Early Call Redemption Amount, the following applies:

(3) Early Redemption at the Option of the Issuer at the Early Call Redemption Amount.

(a) The Issuer may, upon not less than [**Minimum Notice to Holders**] days nor more than [**Maximum Notice to Holders**] days prior notice given in accordance with sub-clause (b), redeem all or some only of the Notes at the early call redemption amount (the "**Early Call Redemption Amount**") equal to the greater of (i) 100 per cent. of the principal amount of such Notes or (ii) as determined by the Calculation Agent, (A) the sum of the present values of the remaining scheduled payments of

zu ihrem Rückzahlungsbetrag zuzüglich bis zu dem für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden. Eine "**Änderung des Steuerrechts**" ist (i) eine Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden, (ii) die Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften, (iii) jede von den Steuerbehörden oder der zuständigen Gerichtsbarkeit in der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden getroffene Maßnahme/Entscheidung, unabhängig davon, ob eine derartige Maßnahme in Zusammenhang mit der Emittentin steht, oder (iv) jede Änderung, jeder Zusatz, jede Neufassung, Anwendung, Auslegung oder Durchsetzung der Gesetze der Bundesrepublik Deutschland (oder jeder dazu ergangenen Verordnung oder Regelung), der oder die offiziell vorgeschlagen wurde (vorausgesetzt, diese Änderung, dieser Zusatz, diese Neufassung, Anwendung, Auslegung oder Durchsetzung würde am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam werden).

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 12 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum Vorzeitigen Wahl-Rückzahlungsbetrag zurückzahlen, ist folgendes anwendbar:

(3) Vorzeitige Rückzahlung nach Wahl der Emittentin zum Vorzeitigen Wahl-Rückzahlungsbetrag (Call).

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) mit einer Kündigungsfrist von mindestens [**Mindestkündigungsfrist**] und höchstens [**Höchstkündigungsfrist**] Tagen gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise zum Vorzeitigen Wahl-Rückzahlungsbetrag (Call) (der "**Vorzeitige Wahl-Rückzahlungsbetrag (Call)**") zurückzahlen. Der Vorzeitige Wahl-Rückzahlungsbetrag entspricht dem Höheren von (i) 100% des Nennbetrags

principal and interest thereon (not including any portion of such payments of interest accrued as of the date of early redemption) discounted to the early redemption date on an annual basis (based on the actual number of days elapsed divided by 365 or 366, as the case may be) at the Reference Rate (as defined below), plus [**Discount Rate**] per cent., plus (B) in each case, accrued interest thereon to the date of early redemption. The Early Call Redemption Amount shall be calculated by the Calculation Agent and is to be notified by the Issuer to the Holders in accordance with § 12 and to the Fiscal Agent.

"**Reference Rate**" means with respect to any early redemption date, the midmarket annual yield to maturity appearing on the Screen Page, as determined by the Calculation Agent, of the [**name of reference bond including securities identification number**] due on [**maturity date of reference bond**] or, if that security is no longer outstanding, a similar security selected in the reasonable discretion of the Calculation Agent, at 11:00 a.m. (Frankfurt time) on the ninth Payment Business Day in Frankfurt preceding such early redemption date quoted in writing to the Issuer by the Calculation Agent. "**Screen Page**" means [**Screen Page**] or any successor page at around [**time of the relevant financial centre**].

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph (4) of this § 5.

(b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 12 and shall be delivered to the Fiscal Agent. Such notice shall specify:

- (i) the Series of Notes subject to redemption;
- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
- (iii) the early redemption date[.]; and
- (iv) name and address of the institution appointed by the Issuer as Calculation Agent.]

der Schuldverschreibungen, oder (ii) dem durch die Berechnungsstelle bestimmten Betrag, bestehend aus (A) der Summe der Barwerte der auf die Schuldverschreibungen noch ausstehenden Zahlungen an Kapital und Zinsen (ausschließlich der bis zum vorzeitigen Rückzahlungstag aufgelaufenen Zinsen), diskontiert zum vorzeitigen Rückzahlungstag auf jährlicher Basis (unter Zugrundelegung der tatsächlich verstrichenen Tage, geteilt durch 365 bzw. 366) unter Anwendung des Referenzsatzes (wie nachstehend definiert), zzgl. [**Diskontierungsrate**]%, zzgl. (B) der jeweils bis zum vorzeitigen Rückzahlungstag aufgelaufenen Zinsen. Der Vorzeitige Wahl-Rückzahlungsbetrag wird von der Berechnungsstelle berechnet und ist den Gläubigern gemäß § 12 und der Emissionsstelle mitzuteilen.

"**Referenzsatz**" bezeichnet in Bezug auf einen vorzeitigen Rückzahlungstag, die auf der Bildschirmseite angezeigte, von der Berechnungsstelle ermittelte mittlere jährliche Restlaufzeitrendite der [**Name der Referenzschuldverschreibung inklusive Wertpapierkennnummer**] mit Fälligkeit am [**Fälligkeitsdatum der Referenzschuldverschreibung**] oder, falls diese Schuldverschreibung zurückgezahlt wurde, eines vergleichbaren, von der Berechnungsstelle nach billigem Ermessen bestimmten Wertpapiers, um 11:00 Uhr (Frankfurter Zeit) am neunten Zahltag in Frankfurt vor dem vorzeitigen Rückzahlungstag. Die Berechnungsstelle hat der Emittentin den Referenzsatz schriftlich mitzuteilen. "**Bildschirmseite**" bezeichnet [**Bildschirmseite**] oder jede Nachfolgeside gegen [**Zeit im relevanten Finanzzentrum**].

Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz 4 dieses § 5 verlangt hat.

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 und der Emissionsstelle bekanntzugeben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
- (iii) den vorzeitigen Rückzahlungstag[.]; und
- (iv) den Namen und die Geschäftsstelle der Institution, welche durch die Emittentin als Berechnungsstelle ernannt wurde.]

In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In the case of Notes in NGN form, the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in the aggregate principal amount, at the discretion of CBL and Euroclear.]]

[If the Notes are subject to Early Redemption at the Option of the Issuer on Call Redemption Date(s) or within Call Redemption Period(s), the following applies:

([4]) *Early Redemption at the Option of the Issuer.*

- (a) **[In the case of Call Redemption Date(s), the following applies:** The Issuer may, upon notice given in accordance with clause (b), redeem all or only some of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date.

Call Redemption Date(s)	Call Redemption Amount(s)
[Call Redemption Date(s)]	[Call Redemption Amount(s)]
[•]	[•]
[•]	[•]

[In the case of Call Redemption Period(s), the following applies: The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes within the Call Redemption Period(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date.

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

[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen an Wahlrückzahlungstag(en) oder in Wahlrückzahlungsperiode(n) vorzeitig zurückzuzahlen, ist folgendes anwendbar:

([4]) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) **[Im Fall von Wahl-Rückzahlungstag(en) (Call) ist folgendes anwendbar:** Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu den Wahl-Rückzahlungsbeträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahlrückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Wahl- Rückzahlungstag(e) (Call)	Wahl- Rückzahlungsbetrag/- beträge (Call)
[Wahl- Rückzahlungstag(e)]	[Wahl- Rückzahlungsbetrag/- beträge]
[•]	[•]
[•]	[•]

[Im Fall von Wahl-Rückzahlungsperiode(n) (Call) ist folgendes anwendbar: Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise innerhalb der Wahl- Rückzahlungsperiode(n) (Call) zum/zu den Wahl- Rückzahlungsbeträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahlrückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Call Redemption Period(s) [<i>Call Redemption Period(s)</i>]	Call Redemption Amount(s) [<i>Call Redemption Amount(s)</i>]	Wahl- Rückzahlungsperiode(n) (Call) [<i>Wahl- Rückzahlungsperiode(n)</i>]	Wahl- Rückzahlungsbetrag/- beträge (Call) [<i>Wahl- Rückzahlungsbetrag/- beträge</i>]
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]
[If the Notes are subject to Early Redemption at the Option of the Holder, the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph [(5)] of this § 5.]		[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [(5)] dieses § 5 verlangt hat.]	
(b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 12. Such notice shall specify:		(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 bekanntzugeben. Sie beinhaltet die folgenden Angaben:	
(i) the Series of Notes subject to redemption;		(i) die zurückzuzahlende Serie von Schuldverschreibungen;	
(ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;		(ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;	
(iii) the Call Redemption Date, which shall be not less than 30 nor more than 60 days after the date on which notice is given by the Issuer to the Holders; and		(iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und	
(iv) the Call Redemption Amount at which such Notes are to be redeemed.		(iv) den Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.	
[In the case of Call Redemption Period(s), the following applies:		[Im Fall von Wahl-Rückzahlungsperiode(n) (Call) ist folgendes anwendbar:	
"Call Redemption Date" means the date fixed for redemption of the Notes pursuant to § 5 [(3)] (b).]		"Wahl-Rückzahlungstag (Call)" bezeichnet den Tag, der für die Rückzahlung der Schuldverschreibungen gemäß § 5 [(3)] (b) festgesetzt wurde.]	
In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. [In case of Notes in NGN form, the following applies: Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in the aggregate principal amount, at the discretion of CBL and Euroclear.]]		Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. [Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar: Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]	
[If the Notes are subject to Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice at the Trigger Call Redemption Amount, the following applies:		[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zum	

[(5)] Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice.

The Issuer may, upon a Transaction Trigger Notice given in accordance with clause (b), redeem the Notes in whole or in part only at any time at the Trigger Call Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date. **"Trigger Call Redemption Amount"** means **[Call Redemption Amount]**.

"Transaction Trigger Notice" means a notice within the Transaction Notice Period that the Transaction has been terminated prior to completion. **"Transaction Notice Period"** means the period from **[issue date]** to **[end of period date]**. **"Transaction"** means **[description of transaction in respect of which the Notes are issued for refinancing purposes]**.

[If Notes are subject to Early Redemption at the Option of the Holder, the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph [(6)] of this § 5.]

(b) The Transaction Trigger Notice shall be given by the Issuer to the Holders of the Notes in accordance with § 12. Such notice shall specify:

- (i) the Series of Notes subject to redemption;
- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
- (iii) the respective redemption date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.

(c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In the case of Notes in NGN form, the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in the

Ereignis-Wahlrückzahlungsbetrag zurückzuzahlen, ist folgendes anwendbar:

[(5)] Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung.

Die Emittentin kann, nachdem sie gemäß Absatz (b) mittels einer Transaktions-Mitteilung gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am jeweiligen Rückzahlungstag zum Ereignis-Wahl-Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzahlen. **"Ereignis-Wahl-Rückzahlungsbetrag"** bezeichnet **[Wahl-Rückzahlungsbetrag]**.

"Transaktions-Mitteilung" bezeichnet eine Mitteilung innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde. **"Transaktionskündigungsfrist"** bezeichnet den Zeitraum vom **[Begebungstag]** bis zum **[Datum Ende des Zeitraums]**. **"Transaktion"** bezeichnet **[Beschreibung der Transaktion, bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden]**.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [(6)] dieses § 5 verlangt hat.]

(b) Die Transaktions-Mitteilung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 bekanntzugeben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
- (iii) den jeweiligen Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

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

aggregate principal amount, at the discretion of CBL and Euroclear.]]

[If the Notes are subject to Early Redemption at the Option of a Holder, the following applies:

[(6)] Early Redemption at the Option of a Holder.

(a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the last day of the Put Redemption Period.

Put Redemption Date(s) [Put Redemption Date(s)]	Put Redemption Amount(s) [Put Redemption Amount(s)]
[]	[]
[]	[]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of its option to redeem such Note under this § 5.

(b) In order to exercise such option, the Holder must, not less than **[Minimum Notice to Issuer (at least 10 Business Days)]** nor more than **[Maximum Notice to Issuer]** days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in text format (*Textform*, e.g. email or fax) or in written form ("**Put Notice**") In the event that the Put Notice is received after 5:00 p.m. Frankfurt time on the **[Minimum Notice to Issuer (at least 10 Business Days)]** day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised, and (ii) the securities identification number of such Notes, if any **[In the case the Global Note is kept in custody by CBF, the following applies:** and (iii) contact details as well as a bank account]. The Put Notice may be in the form available from the specified offices of the Fiscal Agent and the Paying Agent[s] in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option

oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar:

[(6)] Vorzeitige Rückzahlung nach Wahl des Gläubigers.

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am Wahl-Rückzahlungstag (Put) zum/zu den Wahl-Rückzahlungsbetrag/-beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag (Put) [Wahl-Rückzahlungstag]	Wahl-Rückzahlungsbetrag/-beträge (Put) [Wahl-Rückzahlungsbetrag/-beträge]
[]	[]
[]	[]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als **[Mindestkündigungsfrist (mindestens 10 Geschäftstage)]** und nicht mehr als **[Höchstkündigungsfrist]** Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle der Emissionsstelle eine Mitteilung zur vorzeitigen Rückzahlung in Textform (z.B. eMail oder Fax) oder in schriftlicher Form ("**Ausübungserklärung**") zu schicken, Falls die Ausübungserklärung nach 17:00 Uhr Frankfurter Zeit am **[Mindestkündigungsfrist (mindestens 10 Geschäftstage)]** Tag vor dem Wahl-Rückzahlungstag (Put) eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben) **[Im Fall der Verwahrung der Globalurkunde durch CBF ist folgendes anwendbar:** und (iii) Kontaktdaten sowie eine Kontoverbindung]. Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen der Emissionsstelle und der Zahlstelle[n] in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des

is exercised against delivery of such Notes to the Issuer or to its order.]

[If the Notes are subject to Early Redemption as a result of a Change of Control, the following applies:

[(7)] Change of Control.

If there occurs a Change of Control (as defined below) ***[if Rating Downgrade is applicable, the following applies:*** and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs] ***[(if Rating Downgrade is applicable, the following applies: together]*** a "Put Event"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2) [or (3)]) to require the Issuer to redeem the Notes held by him on the Optional Redemption Date at their principal amount together with interest accrued to but excluding the Optional Redemption Date.

For the purposes of this option:

[if Rating Downgrade is applicable, the following applies:

"Rating Agency" means S&P Global Ratings Europe Limited ("S&P"), Moody's Investors Services Limited ("Moody's"), Fitch Ratings Inc ("Fitch") and Scope Ratings GmbH ("Scope Ratings") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by the Issuer;

A "Rating Downgrade" shall be deemed to have occurred if a Change of Control has occurred and (a) if within the Change of Control Period any rating previously assigned to the Issuer or ***[in the case of Rating assigned to Notes, the following applies:*** the Notes] ***[in case of Rating assigned to outstanding long-dated liabilities, the following applies:*** outstanding long-dated liabilities of the Issuer] by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P / BBB- by Scope Ratings / Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P / BB+ by Scope Ratings / Ba1 by Moody's / BBB- by Fitch, or its equivalent for the time being, or worse) or (iii) (if the rating assigned to the Notes by any Rating Agency shall be below an investment grade rating) lowered one full rating notch (e.g. from BB+ to BB by S&P and/or Scope

Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[Falls die Schuldverschreibungen im Falle eines Kontrollwechsels vorzeitig kündbar sind, ist folgendes anwendbar:

[(7)] Kontrollwechsel.

Tritt ein Kontrollwechsel (wie nachstehend definiert) ein ***[falls Ratingabsenkung anwendbar ist, ist folgendes anwendbar:*** und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels] ***[(falls Ratingabsenkung anwendbar ist, ist folgendes anwendbar:*** zusammen,] ein "Rückzahlungsereignis"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz 2 [oder 3] angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zu ihrem Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Wahl-Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

[falls Ratingabsenkung anwendbar ist, ist folgendes anwendbar:

Bedeutet "Rating Agentur" S&P Global Ratings Europe Limited ("S&P"), Moody's Investors Services Limited ("Moody's"), Fitch Ratings Inc ("Fitch") und Scope Ratings GmbH ("Scope Ratings") oder eine ihrer jeweiligen Nachfolgesellschaften oder jede andere Rating Agentur vergleichbaren internationalen Ansehens, wie von Zeit zu Zeit durch die Emittentin bestimmt;

Gilt eine "Absenkung des Ratings" als eingetreten, wenn ein Kontrollwechsel vorliegt und, wenn (a) innerhalb des Kontrollwechselzeitraums ein vorher für die Emittentin oder ***[im Falle eines Ratings einzelner Schuldverschreibungen ist folgendes anwendbar:*** die Schuldverschreibungen] ***[im Falle eines Ratings für ausstehende langfristige Verbindlichkeiten ist folgendes anwendbar:*** ein für die ausstehenden langfristigen Verbindlichkeiten der Emittentin] vergebenes Rating einer Rating Agentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P / BBB- von Scope Ratings / Baa3 von Moody's / BBB- von Fitch oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P / BB+ von Scope Ratings / Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert oder (iii) (falls das für die Schuldverschreibungen vergebene

Ratings and/or Fitch or Ba1 to Ba2 by Moody's or such similar lower of equivalent rating) or (b) if at the time of the Change of Control, there is no rating assigned to the Notes or the Issuer and no Rating Agency assigns during the Change of Control Period an investment grade credit rating to the Notes (unless the Issuer is unable to obtain such a rating within such period having used all reasonable endeavours to do so and such failure is unconnected with the occurrence of the Change of Control);]

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the Executive Board or Supervisory Board of the Issuer) that any person or persons ("**Relevant Person(s)**") acting in concert within the meaning of section 34 para 2 of the German Securities Trading Act (*Wertpapierhandelsgesetz*) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own (i) more than 50 per cent. of the issued ordinary share capital of the Issuer or (ii) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer, provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) *pro rata* interest in the share capital of the Relevant Person as such shareholders have, or as the case may be, had in the share capital of the Issuer.

"**Change of Control Period**" means the period (i) commencing on the earlier of (x) any public announcement or statement of the Issuer or any Relevant Person relating to any potential Change of Control or (y) the date of the first public announcement of the Change of Control having occurred and (ii) ending on the 90th day (inclusive) after the occurrence of the relevant Change of Control; and

The "**Optional Redemption Date**" is the seventh day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 12 specifying the nature of the Put Event and the

Rating einer Rating Agentur unterhalb des Investment Grade Ratings liegt) um einen ganzen Punkt (z. B. von BB+ nach BB von S&P und/oder Scope Ratings and/or Fitch oder Ba1 nach Ba2 von Moody's oder eine ähnliche Absenkung eines gleichwertigen Ratings) abgesenkt wird oder (b) zur Zeit des Kontrollwechsels kein Rating für die Schuldverschreibungen oder die Emittentin vergeben ist und keine Rating Agentur während des Kontrollwechselzeitraums ein Investment Grade Rating für die Schuldverschreibungen vergibt (es sei denn, die Emittentin ist trotz zumutbarer Anstrengungen innerhalb dieses Zeitraums nicht in der Lage ein solches Rating zu erhalten, ohne dass dies seine Ursache im Kontrollwechsel hat);]

Gilt ein "**Kontrollwechsel**" jedes Mal als eingetreten, wenn eine Person oder mehrere Personen (die "**relevante(n) Person(en)**"), die abgestimmt handeln im Sinne von §34 Absatz 2 WpHG, oder einer oder mehrere Dritte, die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der Emittentin seine Zustimmung erteilt hat) (i) mehr als 50% des ausstehenden Grundkapitals der Emittentin oder (ii) eine solche Anzahl von Aktien der Emittentin hält bzw. halten oder erworben hat bzw. haben, auf die mehr als 50% der Stimmrechte entfallen, die unter normalen Umständen auf einer Hauptversammlung Emittentin ausgeübt werden können. Dies steht jedoch unter der Voraussetzung, dass ein Kontrollwechsel dann nicht als eingetreten gilt, wenn alle Aktionäre der relevanten Person oder ein wesentlicher Teil davon tatsächlich Aktionäre der Emittentin sind, oder unmittelbar vor dem Ereignis, welches ansonsten einen Kontrollwechsel darstellen würde waren und denselben (oder beinahe denselben) Anteil am Grundkapital der relevanten Person haben oder hatten wie am Grundkapital der Emittentin.

Bezeichnet "**Kontrollwechselzeitraum**" den Zeitraum, der (i) mit dem früheren der folgenden Ereignisse beginnt, nämlich (x) einer öffentlichen Bekanntmachung oder Erklärung der Emittentin oder einer relevanten Person hinsichtlich eines möglichen Kontrollwechsels oder (y) dem Tag der ersten öffentlichen Bekanntmachung des eingetretenen Kontrollwechsels und (ii) der am 90. Tag (einschließlich) nach dem Eintritt des Kontrollwechsels endet; und

Ist der "**Wahl-Rückzahlungstag**" der siebte Tag nach dem letzten Tag des Rückzahlungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird die Emittentin den Gläubigern gemäß § 12 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmitteilung**"), in der die Umstände des

circumstances giving rise to it and the procedure for exercising the option set out in this § 5 [(7)].

In order to exercise such option, the Holder must send to the specified office of the Fiscal Agent an option exercise notice in text format (*Textform*, e.g. email or fax) or in written form (the "**Exercise Notice**") within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. The Exercise Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised, [and] (ii) the securities identification numbers of such Notes, if any [***In the case the Global Note is kept in custody by CBF, the following applies:*** and (iii) contact details as well as a bank account]. The Exercise Notice may be in the form available from the specified office of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

[(8)] *Early Redemption at the Option of the Issuer for Reason of Minimal Outstanding Amount.*

If 80 per cent. or more in principal amount of the Notes then outstanding have been redeemed or purchased, the Issuer may, on not less than 30 or more than 60 days' notice to the Holders redeem, at its option, the remaining Notes as a whole at a redemption price of the principal amount thereof plus interest accrued to but excluding the date of such redemption.

§ 6

THE FISCAL AGENT [,][AND] THE PAYING AGENT [AND] [THE CALCULATION AGENT]

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

[●]

Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz [7] genannten Wahlrechts angegeben sind.

Zur Ausübung dieses Wahlrechts muss der Gläubiger innerhalb eines Zeitraums (der "**Rückzahlungszeitraum**") von 45 Tagen nach Veröffentlichung der Rückzahlungsmitteilung eine Ausübungserklärung in Textform (z.B. eMail oder Fax) oder in schriftlicher Form an die bezeichnete Geschäftsstelle der Emissionsstelle senden (die "**Ausübungserklärung**"). Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben) [***Im Fall der Verwahrung der Globalurkunde durch CBF ist folgendes anwendbar:*** und (iii) Kontaktdaten sowie eine Kontoverbindung]. Für die Ausübungserklärung kann ein Formblatt, wie es bei der angegebenen Niederlassung der Emissionsstelle in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[(8)] *Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Nennbetrag.*

Wenn 80% oder mehr des Nennbetrags der dann ausstehenden Schuldverschreibungen zurückgezahlt oder zurückerworben wurde, ist die Emittentin berechtigt, nach vorheriger Bekanntmachung gegenüber den Gläubigern mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Nennbetrag zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurück zu zahlen.

§ 6

DIE EMISSIONSSTELLE [,][UND] DIE ZAHLSTELLE [UND] [DIE BERECHNUNGSSTELLE]

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Emissionsstelle [,][und] die Zahlstelle [und die anfänglich bestellte Berechnungsstelle] und [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] laute[t][n] wie folgt:

[●]

[In the case of Notes and subject to Early Redemption at the Option of the Issuer at Early Call Redemption Amount where the Calculation Agent is to be appointed upon issue of the Notes, the following applies

[Calculation Agent: [name and specified office]]

[In the case of Notes subject to Early Redemption at the Option of the Issuer at Early Call Redemption Amount where the Calculation Agent is to be appointed upon calculation of the Early Call Redemption Amount, the following applies

Calculation Agent: a reputable institution of good standing in the financial markets appointed by the Issuer for the purpose of calculating the Early Call Redemption Amount in accordance with § 5[(3)] only.]

The Fiscal Agent [,][and] the Paying Agent [and the Calculation Agent] reserve[s] the right at any time to change [its] [their] respective specified office[s] to some other specified office[s] in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent [or the Calculation Agent] and to appoint another Fiscal Agent or additional or another Paying Agent [or another Calculation Agent]. The Issuer shall at all times maintain [(i)] a Fiscal Agent ***[in the case of payments in U.S. dollars, the following applies:*** [,] [and] (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4 (3) hereof) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City] ***[If any Calculation Agent is to be appointed, the following applies:*** and [(iii)] a Calculation Agent]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12.

(3) *Agents of the Issuer.* The Fiscal Agent[,][and] [the Paying Agent [and the Calculation Agent] act[s] solely as

[Im Fall von Schuldverschreibungen, bei denen die Emittentin das Wahlrecht zur vorzeitigen Rückzahlung zum Vorzeitigen Wahl-Rückzahlungsbetrag (Call) hat und die Berechnungsstelle bei Begebung der Schuldverschreibungen ernannt wird, ist folgendes anwendbar

Berechnungsstelle: [Name und Geschäftsstelle]]

[Im Fall von Schuldverschreibungen die Emittentin das Wahlrecht zur vorzeitigen Rückzahlung zum Vorzeitigen Wahl-Rückzahlungsbetrag (Call) hat und die Berechnungsstelle für die Berechnung des Vorzeitigen Rückzahlungsbetrags (Call) ernannt wird, ist folgendes anwendbar

Berechnungsstelle: eine angesehene Institution mit gutem Ruf auf den Finanzmärkten, durch die Emittentin nur zu dem Zweck ernannt, um den Vorzeitigen Rückzahlungsbetrag (Call) gemäß § 5 Absatz [3] zu berechnen.]

Die Emissionsstelle [,][und] die Zahlstelle [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle oder einer Zahlstelle [oder eine Berechnungsstelle] zu ändern oder zu beenden und eine andere Emissionsstelle oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt [(i)] eine Emissionsstelle unterhalten ***[im Fall von Zahlungen in US-Dollar ist folgendes anwendbar:*** [,] [und] (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] ***[Falls eine Berechnungsstelle bestellt werden soll, ist folgendes anwendbar:*** und [(iii)] eine Berechnungsstelle unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die Emissionsstelle [,][und] die Zahlstelle [und die Berechnungsstelle] [handelt] [handeln] ausschließlich als Beauftragte[r] der

agent[s] of the Issuer and do[es] not have any obligations towards or relationship of agency or trust to any Holder.

§ 7 TAXATION

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

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the

Emittentin und [übernimmt] [übernehmen] keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen [ihr] [ihnen] und den Gläubigern begründet.

§ 7 STEUERN

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

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der

relevant payment becomes due or is duly provided for and notice thereof is published in accordance with § 12, whichever occurs later.

§ 8

PRESENTATION PERIOD

The presentation period provided in section 801 para. 1, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Notes.

§ 9

EVENTS OF DEFAULT

(1) *Events of Default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount, together with accrued interest (if any) to the date of repayment, in the event that

- (a) principal or interest is not paid within 20 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 20 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any financial indebtedness of the Issuer or any Principal Subsidiary in each case in excess of € 50,000,000 (or the equivalent thereof in another currency) (i) becomes prematurely due as a result of a breach of the terms thereof, or (ii) the Issuer or any Principal Subsidiary fails to fulfil any payment obligation under any financial indebtedness or under any guarantee or other indemnity given for any financial indebtedness of others within 30 days from its due date or, in the case of a guarantee or other indemnity, within 30 days after the guarantee or other indemnity has been invoked, unless the Issuer denies in good faith that such payment obligation exists or is due or such guarantee or other warranty is claimed, or the financial indebtedness becomes prematurely due pursuant to (i) above because of the fact that the debtor of the financial indebtedness becomes a direct or indirect subsidiary of the Issuer; or

betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird.

§ 8

VORLEGUNGSFRIST

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

§ 9

KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) Kapital oder Zinsen nicht innerhalb von 20 Tagen nach dem betreffenden Fälligkeitstermin gezahlt sind; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 20 Tage fort dauert, nachdem die Emissionsstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Finanzverbindlichkeit der Emittentin oder einer ihrer wesentlichen Tochtergesellschaften jeweils in Höhe oder im Gegenwert von mehr als € 50.000.000 (oder den Gegenwert in einer anderen Währung) (i) nach den jeweiligen anwendbaren Bedingungen wegen Verletzung der dafür geltenden Bestimmungen vorzeitig fällig wird, oder (ii) die Emittentin oder eine ihrer wesentlichen Tochtergesellschaften einer Zahlungsverpflichtung aus einer Finanzverbindlichkeit oder aufgrund einer Garantie oder sonstigen Gewährleistung, die für eine Finanzverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Garantie oder sonstigen Gewährleistung nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Garantie oder sonstigen Gewährleistung nachkommt, es sei denn, die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Garantie oder sonstige Gewährleistung berechtigterweise geltend gemacht wird, oder die vorzeitige Fälligkeit unter (i) resultiert aus dem

- Umstand, dass die Schuldnerin der Finanzverbindlichkeit eine direkte oder indirekte Tochtergesellschaft der Emittentin geworden ist; oder
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or (d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt; oder
- (e) a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings and such proceedings are not discharged or stayed within 60 days. (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist.
- (2) The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised. (2) Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.
- (3) *Quorum*. In the events specified in § 9 (1) (b) or (1) (c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9 (1) (a) and (1) (d) to (1) (e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least 25 % of the aggregate principal amount of all Notes still outstanding at that time. (3) *Quorum*. In den Fällen des § 9 Absätze 1(b) oder 1(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9 Absätze 1(a) und 1(d) bis 1(e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 25% des Gesamtnennbetrags der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen eingegangen sind.
- (4) *Notice*. Any notice, including any notice declaring Notes due, in accordance with sub-paragraph (1) above shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form in the German or English language sent to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14 (3)) or in any other appropriate manner. (4) *Benachrichtigung*. Eine Benachrichtigung einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. eMail oder Fax) oder schriftlich in deutscher oder englischer Sprache an die bezeichnete Geschäftsstelle der Emissionsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 14 Absatz 3 definiert) oder auf andere geeignete Weise erbracht werden.

§ 10 SUBSTITUTION

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

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

§ 10 ERSETZUNG

(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger jede andere Gesellschaft, deren stimmberechtigte Anteile zu mehr als 90% direkt oder indirekt von der Emittentin gehalten werden, an Stelle der Emittentin als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;

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| <p>(b) the Substitute Debtor have obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;</p> <p>(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;</p> <p>(d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes and to the guarantee of which the provisions set out below in § 13 applicable to the Notes shall apply <i>mutatis mutandis</i>;</p> <p>(e) the Substitute Debtor, if a foreign company, has appointed an authorised agent domiciled in the Federal Republic of Germany for accepting services of process for any legal disputes or other Proceedings (as defined below) before German courts; and</p> <p>(f) there shall have been delivered to the Fiscal Agent an opinion or opinions of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied</p> | <p>(b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;</p> <p>(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Quellensteuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;</p> <p>(d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge garantiert, wobei auf die Garantie die unten in § 13 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden;</p> <p>(e) die Nachfolgeschuldnerin, falls sie ihren Sitz in einem anderen Land als der Bundesrepublik Deutschland hat, einen Zustellungsbevollmächtigten mit Sitz in der Bundesrepublik Deutschland für Rechtstreitigkeiten und andere Verfahren (wie unten definiert) vor deutschen Gerichten bestellt hat; und</p> <p>(f) der Emissionsstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.</p> |
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(2) *Notice.* Notice of any such substitution shall be published in accordance with § 12.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 12 bekanntzumachen.

(3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.

Furthermore, in the event of such substitution the following shall apply:

(a) in § 7 and § 5 (2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor; and

(b) in § 9 (1) (a) to (e) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

§ 11

FURTHER ISSUES, PURCHASES AND CANCELLATION

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

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

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

§ 12

NOTICES

(1) *Publication.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to be validly given on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication). [***In the case of Notes which are listed on the Luxembourg Stock Exchange, the following applies:*** All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.]

Außerdem gilt im Falle der Ersetzung folgendes:

(a) in § 7 und § 5 Absatz 2 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat); und

(b) in § 9 Absatz 1(a) bis (e) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ 11

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

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

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden.

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

§ 12

MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger veröffentlicht. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Kalendertag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt. [***Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, ist folgendes anwendbar:*** Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

(2) *Notification to Clearing System.* [**In the case of Notes which are unlisted, the following applies:** The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the fifth day after the day on which the said notice was given to the Clearing System.] [**In the case of Notes which are listed on the Luxembourg Stock Exchange, the following applies:** So long as any Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication on the website (www.bourse.lu) set forth in subparagraph (1) above; any such notice shall be deemed to have been given to the Holders on the fifth day after the day on which the said notice was given to the Clearing System.].

(3) *Form of Notice of Holders.* Notices to be given by any Holder shall be made by means of a declaration in text format (Textform, e.g. email or fax) or in written form in the German or English language to be sent together with an evidence of the Holder's entitlement in accordance with § 14(3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 13

AMENDMENTS TO THE TERMS AND CONDITIONS BY RESOLUTION OF THE NOTEHOLDERS; HOLDERS' REPRESENTATIVE

(1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders on amendments to the Terms and Conditions by virtue of a majority resolution of the Holders pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* - "**SchVG**"), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 para. 3 of the SchVG, but excluding a substitution of the Issuer, which is exclusively subject to the provisions in § 10, by resolutions passed by such majority of the votes of the Holders as stated under § 13(2) below. A duly passed majority resolution shall be binding upon all Holders. A majority resolution of the Holders which does not provide for identical conditions for all Holders is void, unless Holders who are

(2) *Mitteilungen an das Clearing System.* [**Im Fall von Schuldverschreibungen, die nicht notiert sind, ist folgendes anwendbar:** Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.] [**Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, ist folgendes anwendbar:** Solange Schuldverschreibungen an der offiziellen Liste der Luxemburger Börse notiert und zum Handel am geregelten Markt der Luxemburger Börse zugelassen sind, findet Absatz 1 Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse es zulassen, kann die Emittentin eine Veröffentlichung auf der Website (www.bourse.lu) nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung und die Gläubiger ersetzen; jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

(3) *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. eMail oder Fax) oder schriftlich in deutscher oder englischer Sprache erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz 3 an die Emissionsstelle geschickt werden. Eine solche Mitteilung kann über das Clearing System in der von der Emissionsstelle und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 13

ÄNDERUNG DER ANLEIHEBEDINGUNGEN DURCH BESCHLUSS DER ANLEIHEGLÄUBIGER; GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Die Emittentin kann gemäß §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz* - "**SchVG**") in seiner jeweils geltenden Fassung mit den Anleihegläubigern Änderungen an den Anleihebedingungen vereinbaren, wenn die Anleihegläubiger einen entsprechenden Beschluss gefasst haben. Hierbei können die Anleihegläubiger durch Beschluss der in Absatz 2 genannten Mehrheit insbesondere Änderungen zustimmen, welche den Charakter der Anleihebedingungen wesentlich verändern, einschließlich der in § 5 Abs. 3 SchVG genannten Maßnahmen, aber mit Ausnahme der Ersetzung der Emittentin, welche ausschließlich den Bestimmungen von § 10 unterliegt. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der

disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 para. 3 numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**").

(3) *Resolutions of Holders.* Resolutions of the Holders shall be passed at the election of the Issuer by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 of the SchVG or in a Holders' meeting in accordance with section 9 of the SchVG. Holders holding Notes in the total amount of 5 per cent. of the outstanding principal amount of the Notes may request, in writing, the holding of a vote pursuant to section 9 of the SchVG. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide for the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.

(4) *Voting rights.* Holders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Custodian in accordance with § 14(3) hereof and by submission of a blocking instruction by the Custodian for the benefit of the Paying Agent as depository (*Hinterlegungsstelle*) for the voting period.

(5) *Holders' representative.* [**If no Holders' Representative is designated in the Terms and Conditions of the Notes, the following applies:** The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Holders' Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be

nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn, die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Vorbehaltlich der Bestimmungen des folgenden Satzes und vorausgesetzt, die Anforderungen an das Quorum sind erfüllt, können die Anleihegläubiger Beschlüsse mit einfacher Mehrheit der abgegebenen Stimmen fassen. Beschlüsse, welche den Charakter der Anleihebedingungen wesentlich verändern, insbesondere in den Fällen des § 5 Abs. 3 Nrn. 1 bis 9 SchVG, bedürfen der qualifizierten Mehrheit von mindestens 75% der abgegebenen Stimmen (die "**Qualifizierte Mehrheit**").

(3) *Beschlüsse der Anleihegläubiger.* Beschlüsse der Anleihegläubiger können nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung, wie sie in § 18 SchVG vorgesehen ist, oder im Wege einer Gläubigerversammlung, wie sie in § 9 SchVG vorgesehen ist, gefasst werden. Anleihegläubiger, die insgesamt 5% des ausstehenden Nennbetrages der Schuldverschreibungen halten, können schriftlich das Abhalten einer Abstimmung verlangen, § 9 SchVG. Die Abstimmung wird von einem Notar geleitet, der von der Emittentin bestimmt wird oder, wenn der gemeinsame Vertreter, wie untenstehend definiert, die Abstimmung anberaumt hat, vom gemeinsamen Vertreter. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter enthält weitere Ausführungen hinsichtlich der zu fassenden Beschlüsse und der Abstimmungsmodalitäten. Der Gegenstand der Abstimmung sowie die vorgeschlagenen Beschlüsse werden den Anleihegläubigern zusammen mit der Aufforderung zur Stimmabgabe bekannt gegeben.

(4) *Stimmrecht.* Anleihegläubiger müssen den Nachweis ihrer Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch eine Bescheinigung der Depotbank, wie in § 14 (3) geregelt und die Vorlage einer Sperranweisung der depotführenden Bank zugunsten der Zahlstelle als Hinterlegungsstelle für den Zeitraum der Stimmabgabe nachweisen.

(5) *Gemeinsamer Vertreter.* [**Im Fall, dass kein Gemeinsamer Vertreter in den Anleihebedingungen der Schuldverschreibungen bestimmt ist, ist folgendes anwendbar:** Die Anleihegläubiger können durch Mehrheitsbeschluss einen gemeinsamen Vertreter (**der "Gemeinsame Vertreter"**) bestellen oder abberufen, die Pflichten, Verantwortlichkeiten und Rechte eines solchen Gemeinsamen Vertreters festlegen, die Übertragung der Rechte der Anleihegläubiger auf den Gemeinsamen Vertreter sowie die Haftungsbegrenzung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer

authorised to consent, in accordance with § 13(2) hereof, to a material change in the substance of the Terms and Conditions.] **[If the Holders' Representative is appointed in the Terms and Conditions of the Notes, the following applies:** The joint representative (the "Holders' Representative") shall be [•]. The Holders' Representative shall have the duties and responsibilities and powers provided for by law. The liability of the Holders' Representative shall be limited to ten times of the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence. The provisions of the SchVG apply with respect to the dismissal of the Holders' Representative and the other rights and obligations of the Holders' Representative.]

(6) *Publication.* Any notices concerning this § 13 shall be made in accordance with sections 5 *et seqq.* of the SchVG and § 12 hereof.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

(2) *Submission to Jurisdiction.* The Regional Court (*Landgericht*) of Frankfurt am Main, Federal Republic of Germany, shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

The Local Court (*Amtsgericht*) of Frankfurt am Main, Federal Republic of Germany, shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG. The Regional Court (*Landgericht*) of Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of the SchVG.

(3) *Enforcement.* Any Holder of Notes may in any Proceeding against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing

Qualifizierten Mehrheit, wenn der Gemeinsame Vertreter in Übereinstimmung mit § 13 (2) autorisiert ist, einer wesentlichen Änderung des Charakters der Anleihebedingungen zuzustimmen.] **[Im Fall, dass ein Gemeinsamer Vertreter in den Anleihebedingungen bestimmt wird, ist folgendes anwendbar:** Der gemeinsame Vertreter (der "**Gemeinsame Vertreter**") ist [•]. Der Gemeinsame Vertreter hat die Pflichten und Verantwortlichkeiten und Rechte, die ihm von Gesetzes wegen zustehen. Die Haftung des Gemeinsamen Vertreters ist auf den zehnfachen Betrag seiner jährlichen Vergütung begrenzt, es sei denn, der Gemeinsame Vertreter hat vorsätzlich oder grob fahrlässig gehandelt. Die Vorschriften des SchVG gelten im Hinblick auf die Abberufung des Gemeinsamen Vertreters und die sonstigen Rechte und Pflichten des Gemeinsamen Vertreters.]

(6) *Veröffentlichung.* Alle Bekanntmachungen diesen § 13 betreffend werden in Übereinstimmung mit den §§5 ff. SchVG und § 12 dieser Anleihebedingungen getätigt.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

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

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.

Das Amtsgericht Frankfurt am Main ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG. Das Landgericht Frankfurt am Main ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage wahrzunehmen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers

System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15 LANGUAGE

[If the Terms and Conditions are to be in the German language with an English language translation, the following applies:

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

[If the Terms and Conditions are to be in the English language with a German language translation, the following applies:

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

[If the Terms and Conditions are to be in the English language only, the following applies:

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

[In the case of Notes which are to be publicly offered, in whole or in part, in the Federal Republic of Germany or distributed, in whole or in part, to nonprofessional

enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Rechtsstreit erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15 SPRACHE

[Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist folgendes anwendbar:

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

[Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist folgendes anwendbar:

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

[Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist folgendes anwendbar:

Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

investors in the Federal Republic of Germany with English language Conditions, the following applies:

Eine deutsche Übersetzung der Anleihebedingungen wird bei der bezeichneten Geschäftsstelle der Emissionsstelle [sowie bei der bezeichneten Geschäftsstelle [der] [einer jeden] Zahlstelle] zur kostenlosen Ausgabe bereitgehalten.]

**OPTION II – Terms and Conditions for Notes with
floating interest rates ("Floating Rate Notes")**

English Language Version

This Series of Notes is issued pursuant to a fiscal agency agreement dated 10 September 2020 (the "**Agency Agreement**") between KION GROUP AG (the "**Issuer**") and Commerzbank Aktiengesellschaft as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent, at the specified office of any Paying Agent and at the head office of the Issuer.

§ 1

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

(1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of the Issuer is being issued in [**Specified Currency**] (the "**Specified Currency**") in the aggregate principal amount [*in the case the global note is an NGN, the following applies:* subject to § 1(6)] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**Specified Denomination**] (the "**Specified Denomination**").

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

[In the case of Notes which are represented by a Permanent Global Note, the following applies:

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

[In the case of Notes which are initially represented by a Temporary Global Note, the following applies:

(3) *Temporary Global Note — Exchange.*

**OPTION II – Anleihebedingungen für
Schuldverschreibungen mit variabler Verzinsung
("Variabel Verzinsliche Schuldverschreibungen")**

German Language Version

**(DEUTSCHE FASSUNG DER
ANLEIHEBEDINGUNGEN)**

Diese Serie von Schuldverschreibungen wird gemäß einem Fiscal Agency Agreement vom 10 September 2020 (das "**Agency Agreement**") zwischen KION GROUP AG (die "**Emittentin**") und Commerzbank Aktiengesellschaft als Emissionsstelle (die "**Emissionsstelle**", wobei dieser Begriff jeden Nachfolger der Emissionsstelle gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben. Kopien des Agency Agreement sind kostenlos bei der bezeichneten Geschäftsstelle der Emissionsstelle und bei der bezeichneten Geschäftsstelle einer jeden Zahlstelle sowie am Sitz der Emittentin erhältlich.

§ 1

**WÄHRUNG, STÜCKELUNG, FORM,
BEGRIFFSBESTIMMUNGEN**

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der Emittentin wird in [**festgelegte Währung**] (die "**festgelegte Währung**") im Gesamtnennbetrag [*Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar:* vorbehaltlich § 1(6)] von [**Gesamtnennbetrag**] (in Worten: [**Gesamtnennbetrag in Worten**]) in der Stückelung von [**festgelegte Stückelung**] (die "**festgelegte Stückelung**") begeben.

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

[Im Falle von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, ist folgendes anwendbar:

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

[Im Falle von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, ist folgendes anwendbar:

(3) *Vorläufige Globalurkunde — Austausch.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

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

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. "**Clearing System**" means [if more than one Clearing System, the following applies: each of] the following: [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking S.A., Luxembourg, ("**CBL**"), Euroclear Bank SA/NV ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") [.] [and] [specify other Clearing System] and any successor in such capacity.

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde ist gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, austauschbar. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch soll nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß dieses Unterabsatz (b) des § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 4 Absatz 3 definiert) geliefert werden.].

(4) *Clearing System.* Die die Schuldverschreibungen verbriefende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. "**Clearing System**" bedeutet [bei mehr als einem Clearing System ist folgendes anwendbar: jeweils] folgendes: [Clearstream Banking AG, Frankfurt am Main, ("**CBF**") [Clearstream Banking S.A., Luxembourg, ("**CBL**"), Euroclear Bank SA/NV ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") [.] [und] [anderes Clearing System angeben] sowie jeder Funktionsnachfolger.

[In the case of Notes kept in custody on behalf of the ICSDs, the following applies:

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

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

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

[In the case the Global Note is an NGN, the following applies:

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

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.]

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

[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ist folgendes anwendbar:

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

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

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

[Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar:

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

Bei Rückzahlung oder Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen.]

[Falls die vorläufige Globalurkunde eine NGN ist, ist folgendes anwendbar: Bei Austausch eines Anteils von ausschließlich durch eine vorläufige Globalurkunde verbriefter Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro*

rata in die Aufzeichnungen der ICSDs aufgenommen werden.]]

(7) *Referenced Conditions.* These Terms and Conditions fully refer to the provisions set out in Schedule 6 of the Agency Agreement (on display under www.bourse.lu) containing primarily the procedural provisions regarding Holders' meetings or votes resolutions of Holders without a meeting.

§ 2

STATUS; NEGATIVE PLEDGE

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law.

(2) *Negative Pledge of the Issuer.* So long as any of the Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes (i) not to grant or permit to subsist any encumbrance in rem over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined below) issued or guaranteed by the Issuer or by any of its Principal Subsidiaries or by any other person, and (ii) to procure (to the extent legally possible and permissible) that none of its Principal Subsidiaries will grant or permit to subsist any encumbrance in rem over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness issued or guaranteed by the respective Principal Subsidiary, without at the same time having the Holders share equally and rateably in such security, other than any encumbrance in rem existing over assets of a newly acquired company which becomes a Principal Subsidiary. These undertakings shall not apply with respect to any encumbrance in rem over trade receivables and/or related assets (including shares or other ownership interests in any special purpose vehicle holding any receivables) pursuant to or in connection with a securitisation program or other receivables based financing.

(7) *In Bezug genommene Bedingungen.* Die Bestimmungen gemäß Schedule 6 des Agency Agreement (einsehbar unter www.bourse.lu), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung der Emittentin.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Emissionsstelle zur Verfügung gestellt worden sind, (i) weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit (wie nachstehend definiert), die von der Emittentin, einer wesentlichen Tochtergesellschaften oder einer anderen Person eingegangen oder gewährleistet ist, dinglich zu belasten oder eine solche dingliche Belastung zu diesem Zweck bestehen zu lassen, und (ii) ihre wesentlichen Tochtergesellschaften zu veranlassen (soweit rechtlich möglich und zulässig), weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit, die von der jeweiligen wesentlichen Tochtergesellschaft eingegangen oder gewährleistet ist, dinglich zu belasten oder eine solche dingliche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichen Verhältnis teilnehmen zu lassen, mit Ausnahme von bestehenden Besicherungen am Vermögen einer Gesellschaft, die im Rahmen einer Akquisition wesentliche Tochtergesellschaft wird. Diese Verpflichtungen gelten nicht in Bezug auf dingliche Belastungen von Forderungen aus Lieferungen und Leistungen und/oder damit zusammenhängende Vermögenswerte (einschließlich Aktien oder andere

"**Capital Market Indebtedness**" means any obligation for the payment of borrowed money which is in the form of, or represented by, a promissory note (*Schuldschein*) or in the form of, or represented by, notes or other securities which are or are capable of being quoted, listed, dealt in or traded on a stock exchange or other recognised securities market.

"**Principal Subsidiary**" means a Subsidiary of KION GROUP AG, the turnover or the total assets of which, as shown in its most recent audited financial statements (in each case consolidated where that Subsidiary itself has any Subsidiaries and draws up group financial statements), as at the date at which KION GROUP AG's latest audited consolidated financial statements were prepared or, as the case may be, for the financial period to which those financial statements relate, account for five per cent. or more of the turnover or total assets of the Group (all as calculated by reference to the latest audited consolidated financial statements of the Group). "**Group**" means KION GROUP AG and its Subsidiaries from time to time, taken as a whole. "**Subsidiary**" means any enterprise controlled (*abhängiges Unternehmen*) by KION GROUP AG or, as the case may be, by a Subsidiary of KION GROUP AG, within the meaning of § 17 German Stock Corporation Act (*Aktiengesetz*).

The expressions "assets" and "obligations for the payment of borrowed money" as used in this § 2 do not include assets and obligations of the Issuer or a Principal Subsidiary which, at the time of the transaction pursuant to the requirements of law and accounting principles generally accepted in the Federal Republic of Germany need not, and are not, reflected in the Issuer's or a Principal Subsidiary's balance sheet or which are the subject of, or have been incurred in connection with, so-called asset-backed financings.

§ 3 INTEREST

(1) *Interest Payment Dates.*

(a) The Notes shall bear interest on their aggregate principal amount from [**Interest Commencement Date**] (inclusive) (the "**Interest Commencement Date**") to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next

Anteile an einer Zweckgesellschaft, die Forderungen hält) im Rahmen oder in Verbindung mit einem Verbriefungsprogramm oder anderen auf Forderungen basierenden Finanzierungen.

"**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit zur Zahlung aufgenommener Gelder, die durch Schuldscheine oder durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft, verkörpert oder dokumentiert ist.

"**Wesentliche Tochtergesellschaft**" bezeichnet eine Tochtergesellschaft der KION GROUP AG, deren Umsatz oder deren Summe der Aktiva aufgrund ihres letzten geprüften Abschlusses (jedoch auf konsolidierter Basis, falls die betreffende Tochtergesellschaft ihrerseits Tochtergesellschaften hat und einen Konzernabschluss erstellt) ausweislich des jeweils letzten geprüften konsolidierten Abschlusses der KION GROUP AG bzw. für den Zeitraum, auf den sich dieser Abschluss bezieht, mindestens fünf Prozent des Umsatzes oder der Summe der Aktiva des Konzerns betragen hat, wie im geprüften konsolidierten Konzernabschluss ausgewiesen. "**Konzern**" bezeichnet die KION GROUP AG und ihre jeweiligen Tochtergesellschaften, betrachtet als Ganzes. "**Tochtergesellschaft**" ist jedes von der KION GROUP AG oder einer Tochtergesellschaft abhängige Unternehmen im Sinne von § 17 Aktiengesetz.

Die in diesem § 2 benutzten Worte "Vermögen" und "Verbindlichkeiten zur Zahlung aufgenommener Gelder" schließen nicht solche Vermögensgegenstände und Verbindlichkeiten der Emittentin oder einer Wesentlichen Tochtergesellschaft mit ein, die bei Abschluss der Transaktion im Einklang mit den Gesetzen und den in der Bundesrepublik Deutschland anerkannten Regeln der Bilanzierung und Buchführung nicht in der Bilanz der Emittentin oder einer Wesentlichen Tochtergesellschaft ausgewiesen werden müssen und darin auch nicht ausgewiesen werden oder die Gegenstand von sog. asset-backed financings sind oder in diesem Zusammenhang eingegangen werden.

§ 3 ZINSEN

(1) *Zinszahlungstage.*

(a) Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag vom [**Verzinsungsbeginn**] einschließlich (der "**Verzinsungsbeginn**") bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum

following Interest Payment Date (exclusive). Interest on the Notes shall be payable on each Interest Payment Date.

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

[(i) *in the case of Specified Interest Payment Dates, the following applies:* each [Specified Interest Payment Dates].]

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

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

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

[(ii) *if FRN Convention, the following applies:* postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day, and in the event of interest, each subsequent Interest Payment Date shall be the day that numerically corresponds to the preceding Interest Payment Date in the calendar month that falls [number] [months] [other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date for the Notes, the Issue Date, except that (a) if there is not any such numerically corresponding day in the calendar month in which the relevant Interest Payment Date should occur, then the Interest Payment Date will be the last day that is a Business Day in that month, (b) if the relevant Interest Payment Date would otherwise fall on a day that is not a Business Day, then the Interest Payment Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case the Interest Payment Date will be the first preceding day that is a Business Day, and (c) if the preceding applicable Interest Payment Date occurred on the last day in a calendar month that was a Business Day, then all subsequent applicable Interest Payment Dates prior to the Maturity Date (as defined in § 5 (1)) will be the last day that is a Business Day in the

nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

(b) "**Zinszahlungstag**" bedeutet

[(i) *im Falle von festgelegten Zinszahlungstagen ist folgendes anwendbar:* jeder [festgelegte Zinszahlungstage].]

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

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird dieser Tag

[(i) *bei Anwendung der modifizierten folgender Geschäftstag-Konvention ("Modified Following Business Day Convention") ist folgendes anwendbar:* auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.]

[(ii) *bei Anwendung der FRN-Konvention ist folgendes anwendbar:* auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen und im Falle einer Zinszahlung ist jeder nachfolgende Zinszahlungstag der Tag, der numerisch dem vorhergehenden Zinszahlungstag in demjenigen Kalendermonat entspricht, der [Zahl] [Monate] [andere festgelegte Zeiträume] nach dem vorhergehenden Zinszahlungstag oder, im Fall des ersten Zinszahlungstages, dem Begebungstag liegt; außer, dass wenn (a) kein derartiger numerisch korrespondierender Tag in dem Kalendermonat existiert, in den der Zinszahlungstag fällt, dann ist der Zinszahlungstag der letzte Geschäftstag in diesem Kalendermonat; (b) der relevante Zinszahlungstag auf einen Tag fallen würde, der kein Geschäftstag ist, dann ist der Zinszahlungstag der erste darauf folgende Geschäftstag, es sei denn, dieser Tag fällt in den nächsten Kalendermonat; in diesem Fall wird der Zinszahlungstag auf den ersten vorhergehenden Geschäftstag verschoben; und (c) der vorhergehende anwendbare Zinszahlungstag auf den letzten Tag in einem Kalendermonat fallen würde, der ein Geschäftstag war, dann sind alle folgenden anwendbaren Zinszahlungstage vor dem Fälligkeitstag (wie in § 5 (1))

month that falls [number] [months] [other specified periods] after the preceding applicable Interest Payment Date.]

[(iii) *if Following Business Day Convention ("Following Business Day Convention"), the following applies:* postponed to the next day which is a Business Day.]

[(iv) *if Preceding Business Day Convention ("Preceding Business Day Convention"), the following applies:* the immediately preceding Business Day.]

For these purposes, "Business Day" means any (other than a Saturday or a Sunday) on which [if the Specified Currency is Euro, the following applies: the Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET2) is operational to effect the relevant payment.] [if the Specified Currency is not Euro, the following applies: commercial banks and foreign exchange markets settle payments in [all relevant financial centres]], and on which the Clearing System is open to effect payments.

[In case the offered quotation for deposits in the specified currency is EURIBOR, the following applies:

(2) *Rate of Interest. [if Screen Rate Determination, the following applies:* The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, determined by the Calculation Agent and is the Reference Rate (as defined below) [[plus] [minus] the Margin (as defined below)]. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a.m. (Brussels time) on the Interest Determination Date (as defined below).

The "Reference Rate" is the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (EURIBOR).

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

"Interest Determination Date" means the second TARGET Business Day prior to the commencement of the relevant Interest Period. "TARGET Business Day" means a day on which TARGET2 (Trans-European Automated Real-time Gross Settlement Express Transfer System) is operational to effect the relevant payment

definiert) der jeweils letzte Geschäftstag des Monats, der [Zahl] [Monate] [andere festgelegte Zeiträume] nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

[(iii) *bei Anwendung der folgenden Geschäftstag-Konvention ("Following Business Day Convention") ist folgendes anwendbar:* auf den nachfolgenden Geschäftstag verschoben.]

[(iv) *bei Anwendung der vorhergegangener Geschäftstag-Konvention ("Preceding Business Day Convention") ist folgendes anwendbar:* auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

Für diese Zwecke bezeichnet "Geschäftstag" einen Tag (außer einem Samstag oder Sonntag), an dem [falls die festgelegte Währung Euro ist, ist folgendes anwendbar: das Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit ist, um die betreffenden Zahlungen weiterzuleiten.] [falls die festgelegte Währung nicht Euro ist, ist folgendes anwendbar: Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren] Zahlungen abwickeln und an dem das Clearing System betriebsbereit ist, um Zahlungen weiterzuleiten.

[Falls der Angebotssatz für Einlagen in der festgelegten Währung EURIBOR ist, ist folgendes anwendbar:

(2) *Zinssatz. [Bei Bildschirmfeststellung ist folgendes anwendbar:* Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachfolgend nichts Abweichendes bestimmt wird, durch die Berechnungsstelle bestimmt und ist der Referenzsatz (wie nachstehend definiert) [[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)]. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachfolgend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigte Satz.

"Referenzsatz" bezeichnet den Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (EURIBOR).

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

"Zinsfestlegungstag" bezeichnet den [ersten][zweiten] TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode. "TARGET-Geschäftstag" bezeichnet einen Tag, an dem TARGET2 betriebsbereit ist, um die betreffenden Zahlungen weiterzuleiten.

[If Margin, the following applies: "Margin" means [] per cent. *per annum*.]

"Screen Page" means **[relevant Screen Page]** or any successor page.

If the Screen Page is not available or no quotation for the Reference Rate appears and provided that no Rate Replacement Event pursuant to §3[(9)] has occurred, in each case as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to and in a representative amount to prime banks in the interbank market in the Euro-zone at approximately 11:00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations **[if Margin, the following applies: [plus] [minus] the Margin]**, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the interbank market in the Euro-Zone, selected by the Calculation Agent acting in good faith at which such banks offer, as at 11:00 a.m. (Brussels time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European Banks **[if Margin, the following applies: [plus] [minus] the Margin]**.

"Euro-Zone" means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992), the Amsterdam Treaty of October 2, 1997 and the Treaty of

[Im Falle einer Marge ist folgendes anwendbar: Die "Marge" beträgt []% *per annum*.]

"Bildschirmseite" bedeutet **[Bildschirmseite]** oder jede Nachfolgesseite.

Sollte zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz für den Referenzsatz angezeigt und vorausgesetzt, dass kein Ersatzrate-Ereignis gemäß §3[(9)] eingetreten ist, wird die Berechnungsstelle von den Referenzbanken (wie nachfolgend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Interbanken-Markt in der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze **[im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Interbanken-Markt in der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten **[Im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge]**.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992), den Amsterdamer Vertrag vom 2. Oktober 1997 und den Vertrag von Lissabon vom 13. Dezember 2007, in seiner

Lisbon of December 13, 2007, as further amended from time to time.

"**representative amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, "**Reference Banks**" means four major banks in the interbank market in the Euro-Zone.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest for such Interest Period shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed **[plus]** **[minus]** the Margin (as defined above), all as determined by the Calculation Agent.]

[In case the offered quotation for deposits in the specified currency is LIBOR, the following applies:

(2) *Rate of Interest.* **[if Screen Rate Determination, the following applies:** The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below), except as provided below, be determined by the Calculation Agent and is the Reference Rate (as defined below) **[plus]** **[minus]** the Margin (as defined below)]. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a.m. (London time) on the Interest Determination Date (as defined below).

The "**Reference Rate**" is the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (LIBOR).

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

"**Interest Determination Date**" means the **[first][second]** London **[and [relevant financial centre for Specified Currencies other than GBP]]** Business Day prior to the commencement of the relevant Interest Period. "**London [and [relevant financial centre for Specified Currencies other than GBP]] Business Day**" means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in London **[and [relevant financial centre for Specified Currencies other than GBP]]**.

jeweiligen Fassung eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"**repräsentativer Betrag**" bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"**Referenzbanken**" bezeichnet vier Großbanken im Interbanken-Markt in der Euro-Zone.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz für diese Zinsperiode der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde **[zuzüglich]** **[abzüglich]** der Marge (wie vorstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

[Falls der Angebotssatz für Einlagen in der festgelegten Währung LIBOR ist, ist folgendes anwendbar:

(2) *Zinssatz.* **[Bei Bildschirmfeststellung ist folgendes anwendbar:** Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachfolgend nichts Abweichendes bestimmt wird, durch die Berechnungsstelle bestimmt und ist der Referenzsatz (wie nachstehend definiert) **[zuzüglich]** **[abzüglich]** der Marge (wie nachstehend definiert)]. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachfolgend definiert) gegen 11.00 Uhr (Londoner Ortszeit) angezeigte Satz.

"**Referenzsatz**" bezeichnet den Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (LIBOR).

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

"**Zinsfestlegungstag**" bezeichnet den **[ersten][zweiten]** Londoner **[und [relevantes Finanzzentrum für andere Festgelegte Währung als GBP]]** Geschäftstag vor Beginn der jeweiligen Zinsperiode. "**Londoner [und [relevantes Finanzzentrum für andere Festgelegte Währung als GBP]] Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in London **[und [relevantes Finanzzentrum für andere Festgelegte Währung als GBP]]** für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

[If Margin, the following applies: "Margin" means [] per cent. *per annum*.]

"Screen Page" means **[relevant Screen Page]** or any successor page.

If the Screen Page is not available or no quotation for the Reference Rate appears and provided that no Rate Replacement Event pursuant to §3[(9)] has occurred, as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the London interbank market at approximately 11:00 a.m. (London time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such offered quotations **[if Margin, the following applies: [plus] [minus] the Margin]**, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates, as communicated to, and at the request of, the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11:00 a.m. (London time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks **[if Margin, the following applies: [plus] [minus] the Margin]**.

"representative amount" means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, "Reference Banks" means four major banks in the London interbank market.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest for such Interest Period shall be the

[Im Falle einer Marge ist folgendes anwendbar: Die "Marge" beträgt []% *per annum*.]

"Bildschirmseite" bedeutet **[Bildschirmseite]** oder jede Nachfolgesseite.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz für den Referenzsatz angezeigt und vorausgesetzt, dass kein Ersatzrate-Ereignis gemäß §3[(9)] eingetreten ist, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Londoner Interbanken-Markt um ca. 11.00 Uhr (Londoner Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze **[im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbanken-Markt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten **[im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge]**.]

"repräsentativer Betrag" bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"Referenzbanken" bezeichnet vier Großbanken im Londoner Interbanken-Markt.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz für diese Zinsperiode der

offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed [[plus] [minus] the Margin (as defined above)], all as determined by the Calculation Agent.]

[In case the offered quotation for deposits in the specified currency is SONIA, the following applies:

(2) Rate of Interest.

- (a) The Rate of Interest ("**Rate of Interest**") will be Compounded Daily SONIA. "**Compounded Daily SONIA**" means the rate of return of a daily compound interest investment (with the daily Sterling Overnight Index Average rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-\text{pLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d₀**" is the number of London Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant London Business Day in chronological order from, and including, the first London Business Day in the relevant Interest Period;

"**London Business Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

"**n_i**", for any London Business Day "**i**", means the number of calendar days from, and including, such London Business Day "**i**" up to, but excluding, the following London Business Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "**p**" London Business Days prior to the first day of the relevant Interest Period (and the first Observation Period shall begin on and include the date falling "**p**" London Business Days prior to the Interest Commencement Date) and ending on, but excluding, the date falling "**p**"

Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

[Falls der Angebotssatz für Einlagen in der festgelegten Währung SONIA ist, ist folgendes anwendbar:

(2) Zinssatz.

- (a) Der "Zinssatz (der "**Zinssatz**") entspricht dem Täglich Zinseszinstragenden SONIA. "**Täglich Zinseszinstragender SONIA**" bezeichnet den nach der Zinseszinsformel zu berechnenden Renditesatz einer Anlage (mit dem täglichen Satz des Sterling Overnight Index Average als Referenzsatz zur Berechnung der Zinsen), der von der Berechnungsstelle am jeweiligen Zinsfestlegungstag gemäß der folgenden Formel berechnet wird, wobei der sich ergebende Prozentsatz, falls erforderlich, auf das nächste Einhunderttausendstel eines Prozentpunkts mit der Maßgabe gerundet wird, dass 0,000005 aufgerundet wird:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-\text{pLGT}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

wobei:

"**d**" die Anzahl der Kalendertage in der jeweiligen Zinsperiode bezeichnet;

"**d₀**" die Anzahl der Londoner Geschäftstage in der jeweiligen Zinsperiode bezeichnet;

"**i**" eine Reihe ganzer Zahlen von 1 bis **d₀** ist, von denen jede den jeweiligen Londoner Geschäftstag in chronologischer Reihenfolge, beginnend mit dem ersten Londoner Geschäftstag in der jeweiligen Zinsperiode (einschließlich), repräsentiert;

"**Londoner Geschäftstag**" oder "**LGT**" einen Tag bezeichnet, an dem Geschäftsbanken in London allgemein für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind;

"**n_i**" in Bezug auf jeden Londoner Geschäftstag "**i**" die Anzahl der Kalendertage von diesem Londoner Geschäftstag "**i**" (einschließlich) bis zum nächstfolgenden Londoner Geschäftstag (ausschließlich) bezeichnet;

"**Beobachtungsperiode**" in Bezug auf eine Zinsperiode den Zeitraum bezeichnet, welcher "**p**" Londoner Geschäftstage (einschließlich) vor dem ersten Tag der jeweiligen Zinsperiode beginnt (wobei die erste Beobachtungsperiode "**p**" Londoner Geschäftstage vor dem Verzinsungsbeginn (einschließlich) beginnt) und welcher "**p**" Londoner Geschäftstage

London Business Days prior to the [Variable] Interest Payment Date for such Interest Period (or the date falling "p" London Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"p" means, for any Interest Period, the observation look-back period which comprises [number] London Business Days¹;

"**SONIA Reference Rate**" means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Screen Page or, if the Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Business Day immediately following such London Business Day);

"**Screen Page**" means [●]; and

"**SONIA_{i-pLBD}**" means, for any London Business Day "i", the SONIA Reference Rate for the London Business Day (being a London Business Day falling in the relevant Observation Period) falling "p" London Business Days prior to the relevant London Business Day "i".

(b) If, in respect of any London Business Day in the relevant Observation Period, the Calculation Agent determines that the SONIA Reference Rate is not available on the Screen Page and has not otherwise been published by the relevant authorised distributors, the Rate of Interest shall be the sum of: (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on such London Business Day; plus (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the subparagraph above, in the event the Bank of England publishes guidance as to (i) how the SONIA Reference Rate is to be determined; or (ii) any rate that is to replace the SONIA Reference Rate, the Calculation Agent shall consult with the Issuer and shall,

(ausschließlich) vor dem [Variablen] Zinszahlungstag dieser Zinsperiode (oder, falls die Schuldverschreibungen bereits früher fällig werden, "p" Londoner Geschäftstage vor diesem früheren Tag) endet;

"p" in Bezug auf jede Zinsperiode den Beobachtungsrückschauzeitraum bezeichnet, der [Anzahl] Londoner Geschäftstage umfasst²;

"**SONIA Referenzzinssatz**" in Bezug auf jeden Londoner Geschäftstag einen Referenzzinssatz bezeichnet, der dem täglichen Satz des Sterling Overnight Index Average (der "**SONIA**") für den betreffenden Londoner Geschäftstag entspricht, wie er vom Administrator des SONIA zugelassenen Datendiensten zur Verfügung gestellt und von den zugelassenen Datendiensten danach (am Londoner Geschäftstag, der auf den jeweiligen Londoner Geschäftstag unmittelbar folgt) auf der Bildschirmseite oder, falls die Bildschirmseite nicht zur Verfügung steht, auf sonstige Weise veröffentlicht wird;

"**Bildschirmseite**" bedeutet [●]; und

"**SONIA_{i-pLGT}**" in Bezug auf einen Londoner Geschäftstag "i" den SONIA-Referenzzinssatz für denjenigen in die jeweilige Beobachtungsperiode fallenden Londoner Geschäftstag bezeichnet, welcher "p" Londoner Geschäftstage vor dem jeweiligen Londoner Geschäftstag "i" liegt.

(b) Falls die Berechnungsstelle in Bezug auf einen Londoner Geschäftstag in der jeweiligen Beobachtungsperiode feststellt, dass der SONIA Referenzzinssatz auf der Bildschirmseite nicht zur Verfügung steht und auch nicht auf andere Weise von den maßgeblichen zugelassenen Datendiensten veröffentlicht worden ist, ist der Zinssatz die Summe aus: (i) der Bank Rate der *Bank of England* (die "**Bank Rate**") zu Geschäftsschluss dieses Londoner Geschäftstages; und (ii) dem Mittel der Zinsspannen zwischen dem SONIA Referenzzinssatz und der Bank Rate während der letzten fünf Tage, an denen ein SONIA Referenzzinssatz veröffentlicht worden ist, unter Ausschluss der höchsten Zinsspanne (oder, falls es mehr als eine höchste Zinsspanne gibt, nur einer dieser höchsten Zinsspannen) sowie der niedrigsten Zinsspanne (oder, falls es mehr als eine niedrigste Zinsspanne gibt, nur einer dieser niedrigsten Zinsspannen).

Falls jedoch die Bank of England Leitlinien veröffentlicht, die besagen (i) wie der SONIA Referenzzinssatz zu bestimmen ist; oder (ii) dass ein bestimmter Satz den SONIA Referenzzinssatz ersetzen soll, wird die Berechnungsstelle die Emittentin

¹ The observation look-back period "p" shall not be less than five London Business Days unless agreed otherwise by the Calculation Agent.

² Der Beobachtungsrückschauzeitraum "p" darf nicht weniger als fünf Londoner Geschäftstage umfassen, es sei denn, die Berechnungsstelle hat einem kürzeren Beobachtungsrückschauzeitraum zugestimmt.

upon direction given by the Issuer (who shall give such direction only to the extent reasonable practicable), follow such guidance in order to determine SONIA_{i-pLBD} for the purpose of the relevant Notes for so long as the SONIA Reference Rate is not available on the Screen Page and has not otherwise been published by the authorised distributors.

(c) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date; or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on, and excluding, the Interest Commencement Date.

"Interest Determination Date" means, in respect of any Interest Period, the [number] [relevant financial centre(s)] Business Day prior to the [Variable] Interest Payment Date for the relevant Interest Period (or the date falling [number] [relevant financial centre(s)] Business Days prior to such earlier date, if any, on which the Notes become due and payable). For that purpose, "[relevant financial centre(s)] Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in [relevant financial centre(s)].

[In case the offered quotation for deposits in the specified currency is SOFR, the following applies:

(2) *Rate of Interest.*

(a) The Rate of Interest (the **"Rate of Interest"**) will be Compounded Daily SOFR. **"Compounded Daily SOFR"** means the rate of return of a daily compound interest investment (with the daily secured overnight financing rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_{i-\text{pUSBD}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"d" is the number of calendar days in the relevant Interest Period;

konsultieren und auf Anweisung der Emittentin (die eine solche Anweisung nur soweit dies vernünftigerweise praktikabel ist, abgeben wird) ungeachtet des vorstehenden Unterabsatzes diesen Leitlinien solange, wie der SONIA Referenzzinssatz nicht auf der Bildschirmseite zur Verfügung steht und auch nicht auf andere Weise von den zugelassenen Datendiensten veröffentlicht worden ist, folgen, um SONIA_{i-pLGT} für die Zwecke der Schuldverschreibungen zu bestimmen.

(c) Falls der Zinssatz von der Berechnungsstelle nicht gemäß den vorstehenden Bestimmungen bestimmt werden kann, entspricht der Zinssatz (i) dem Satz, der am letzten vorangegangenen Zinsfestlegungstag bestimmt worden ist; oder (ii) falls es keinen solchen vorangegangenen Zinsfestlegungstag gibt, dem anfänglichen Basiszinssatz, der für die erste Zinsperiode auf die Schuldverschreibungen anwendbar gewesen wäre, wenn die Schuldverschreibungen für einen Zeitraum, dessen Länge der ersten planmäßigen Zinsperiode entspricht, der jedoch am Verzinsungsbeginn (ausschließlich) endet, ausstehend gewesen wären.

"Zinsfestlegungstag" bezeichnet in Bezug auf eine Zinsperiode den [Anzahl] [relevante(s) Finanzzentrum(en)] Geschäftstag vor dem [Variablen] Zinszahlungstag für die jeweilige Zinsperiode (oder, falls die Schuldverschreibungen bereits früher fällig werden, [Anzahl] [relevante(s) Finanzzentrum(en)] Geschäftstage vor diesem früheren Tag). Dabei bezeichnet "[relevante(s) Finanzzentrum(en)] Geschäftstag" einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [relevante(s) Finanzzentrum(en)] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.]

[Falls der Angebotssatz für Einlagen in der festgelegten Währung SOFR ist, ist folgendes anwendbar:

(2.) *Zinssatz.*

(a) Der Zinssatz (der **"Zinssatz"**) entspricht dem Täglichen Zinseszinsttragenden SOFR. **"Täglich Zinseszinsttragender SOFR"** bezeichnet den nach der Zinseszinsformel zu berechnenden Renditesatz einer Anlage (mit dem täglichen Satz der Secured Overnight Financing Rate als Referenzzinssatz zur Berechnung der Zinsen), der von der Berechnungsstelle am jeweiligen Zinsfestlegungstag gemäß der folgenden Formel berechnet wird, wobei der sich ergebende Prozentsatz, falls erforderlich, auf das nächste Einhunderttausendstel eines Prozentpunkts mit der Maßgabe gerundet wird, dass 0,000005 aufgerundet wird:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SOFR}_{i-\text{pUSGT}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

wobei:

"d" die Anzahl der Kalendertage in der jeweiligen Zinsperiode bezeichnet;

"**d₀**" is the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period;

"**U.S. Government Securities Business Day**" or "**USBD**" means any day, except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities;

"**n_i**", for any U.S. Government Securities Business Day "**i**", means the number of calendar days from, and including, such U.S. Government Securities Business Day "**i**" up to, but excluding, the following U.S. Government Securities Business Day;

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "**p**" U.S. Government Securities Business Days prior to the first day of the relevant Interest Period (and the first Observation Period shall begin on and include the date falling "**p**" U.S. Government Securities Business Days prior to the Interest Commencement Date) and ending on, but excluding, the date falling "**p**" U.S. Government Securities Business Days prior to the [Variable] Interest Payment Date for such Interest Period (or the date falling "**p**" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means, for any Interest Period, the observation look-back period which comprises [number] U.S. Government Business Days¹;

"**SOFR Reference Rate**" means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily secured overnight financing rate ("**SOFR**") for such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as administrator of such rate (or any successor administrator of such rate), on the website of the Federal Reserve Bank of New York currently at <https://www.newyorkfed.org>, or any successor website of the Federal Reserve Bank of

"**d₀**" die Anzahl der Geschäftstage für US-Staatsanleihen (wie nachstehend definiert) in der jeweiligen Zinsperiode bezeichnet;

"**i**" eine Reihe ganzer Zahlen von 1 bis **d₀** ist, von denen jede den jeweiligen Geschäftstag für US-Staatsanleihen in chronologischer Reihenfolge, beginnend mit dem ersten Geschäftstag für US-Staatsanleihen in der jeweiligen Zinsperiode (einschließlich), repräsentiert;

"**Geschäftstag für US-Staatsanleihen**" oder "**USGT**" jeden Tag mit Ausnahme von Samstagen, Sonntagen oder eines Tages bezeichnet, für den die *Securities Industry and Financial Markets Association* die ganztägige Schließung der Rentenpapier-Abteilungen seiner Mitglieder im Hinblick auf den Handel mit US-Staatsanleihen empfiehlt;

"**n_i**" in Bezug auf jeden Geschäftstag für US-Staatsanleihen "**i**" die Anzahl der Kalendertage ab diesem Geschäftstag für US-Staatsanleihen „**i**" (einschließlich) bis zum nächstfolgenden Geschäftstag für US-Staatsanleihen (ausschließlich) bezeichnet;

"**Beobachtungsperiode**" in Bezug auf eine Zinsperiode den Zeitraum bezeichnet, welcher "**p**" Geschäftstage für US-Staatsanleihen (einschließlich) vor dem ersten Tag der jeweiligen Zinsperiode beginnt (wobei die erste Beobachtungsperiode "**p**" Geschäftstage für US-Staatsanleihen vor dem Verzinsungsbeginn (einschließlich) beginnt) und welcher "**p**" Geschäftstage für US-Staatsanleihen (ausschließlich) vor dem [Variablen] Zinszahlungstag dieser Zinsperiode (oder, falls die Schuldverschreibungen bereits früher fällig werden, "**p**" Geschäftstage für US-Staatsanleihen vor diesem früheren Tag) endet;

"**p**" in Bezug auf jede Zinsperiode den Beobachtungsrückschauzeitraum bezeichnet, der [Anzahl] Geschäftstage für US-Staatsanleihen umfasst²;

"**SOFR Referenzzinssatz**" in Bezug auf jeden Geschäftstag für US-Staatsanleihen einen Referenzzinssatz bezeichnet, der der täglichen Secured Overnight Financing Rate (der „**SOFR**") für den betreffenden Geschäftstag für US-Staatsanleihen entspricht, wie sie von der *Federal Reserve Bank of New York* als Administrator dieses Zinssatzes (oder von einem Nachfolgeadministrator dieses Zinssatzes) auf der Internetseite der Federal Reserve Bank of New York, derzeit <https://www.newyorkfed.org> (oder

¹ The observation look-back period "**p**" shall not be less than five U.S. Government Securities Business Days unless agreed otherwise by the Calculation Agent.

² Der Beobachtungsrückschauzeitraum "**p**" darf nicht weniger als fünf Geschäftstage für US-Staatsanleihen umfassen, es sei denn, die Berechnungsstelle hat einem kürzeren Beobachtungsrückschauzeitraum zugestimmt.

New York (the "**New York Fed's Website**") (in each case, on or about 5:00p.m., New York City Time, on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day); and

"**SOFR_{i-pUSBD}**" means, for any U.S. Government Securities Business Day "i", the SOFR Reference Rate for the U.S. Government Securities Business Day (being a U.S. Government Securities Business Days falling in the relevant Observation Period) falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i".

(b) If the SOFR Reference Rate does not appear on a U.S. Government Securities Business Day as specified in paragraph (a) above, unless both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, the SOFR Reference Rate for such U.S. Government Securities Business Day shall be equal to the SOFR in respect of the last U.S. Government Securities Business Day for which such rate was published on the New York Fed's Website.

(c) If the SOFR Reference Rate does not appear on a U.S. Government Securities Business Day as specified in paragraph (a) above, and both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, the Rate of Interest shall be determined by reference to the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for SOFR by the Federal Reserve Board and/or the Federal Reserve Bank of New York or by a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for SOFR (which rate may be produced by the Federal Reserve Bank of New York or any other designated administrator).

(d) If no such rate has been recommended as described in paragraph (c) above within one U.S. Government Securities Business Day of the SOFR Index Cessation Event, then the Rate of Interest will be determined by applying the above provisions *mutatis mutandis* as if for each U.S. Government Securities Business Day occurring on or after the SOFR Index Cessation Effective Date:

- (i) references to "SOFR" were references to the daily Overnight Bank Funding Rate ("**OBFR**") as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate), on the New York Fed's Website on or about 5:00 p.m. (New

einer Nachfolge-Internetseite der Federal Reserve Bank of New York) (die "**New York Fed Internetseite**") jeweils um oder gegen 17:00 Uhr Ortszeit in New York City an dem diesem Geschäftstag für US-Staatsanleihen unmittelbar folgenden Geschäftstag für US-Staatsanleihen zur Verfügung gestellt wird; und

"**SOFR_{i-pUSGT}**" in Bezug auf einen Geschäftstag für US-Staatsanleihen "i" den SOFR-Referenzzinssatz für denjenigen in die jeweilige Beobachtungsperiode fallenden Geschäftstag für US-Staatsanleihen bezeichnet, welcher "p" Geschäftstage für US-Staatsanleihen vor dem jeweiligen Geschäftstag für US-Staatsanleihen "i" liegt.

(b) Wird der SOFR-Referenzzinssatz an einem Geschäftstag für US-Staatsanleihen nicht wie vorstehend in Buchstabe (a) beschrieben zur Verfügung gestellt, so ist der SOFR-Referenzzinssatz für diesen Geschäftstag für US-Staatsanleihen gleich dem SOFR für den letzten Geschäftstag für US-Staatsanleihen, für den dieser Zinssatz auf der Internetseite der *Federal Reserve Bank of New York* veröffentlicht wurde, sofern nicht sowohl ein SOFR-Index-Einstellungsereignis als auch ein SOFR-Index-Einstellungstichtag eingetreten sind.

(c) Wird der SOFR-Referenzzinssatz an einem Geschäftstag für US-Staatsanleihen nicht wie vorstehend in Buchstabe (a) beschrieben zur Verfügung gestellt und sind sowohl ein SOFR-Index-Einstellungsereignis als auch ein SOFR-Index-Einstellungstichtag eingetreten, so wird der Zinssatz durch Bezugnahme auf den Zinssatz (einschließlich etwaiger Zinsspannen oder Zinsanpassungen) bestimmt, der vom *Federal Reserve Board* und/oder von der *Federal Reserve Bank of New York* oder von einem Ausschuss, der vom *Federal Reserve Board* und/oder von der *Federal Reserve Bank of New York* zum Zwecke der Empfehlung eines Ersatzes für den SOFR offiziell eingesetzt oder einberufen wurde, als Ersatz für den SOFR empfohlen wurde (wobei dieser Ersatz für den SOFR von der *Federal Reserve Bank of New York* oder einem anderen damit beauftragten Administrator bestimmt werden kann).

(d) Falls ein solcher Zinssatz nicht wie in vorstehendem Buchstaben (c) beschrieben innerhalb eines Geschäftstages für US-Staatsanleihen nach dem SOFR-Index-Einstellungsereignis empfohlen wurde, wird der Zinssatz analog den vorstehenden Bestimmungen bestimmt, mit der Maßgabe, dass für jeden Geschäftstag für US-Staatsanleihen an oder nach dem SOFR-Index-Einstellungstichtag:

- (i) Bezugnahmen auf den "SOFR" als Bezugnahmen auf die tägliche Overnight Bank Funding Rate (der "**OBFR**") gelten, die von der *Federal Reserve Bank of New York* als Administrator dieses Zinssatzes (oder von einem Nachfolgeadministrator dieses Zinssatzes) auf der New York Fed

York City time) on each day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City ("**New York City Banking Day**") in respect of the New York City Banking Day immediately preceding such day ("**OBFR Reference Rate**");

- (ii) references to "U.S. Government Securities Business Day" were references to "New York City Banking Day";
- (iii) references to "SOFR Index Cessation Event" were references to "OBFR Index Cessation Event"; and
- (iv) references to "SOFR Index Cessation Effective Date" were references to "OBFR Index Cessation Effective Date".

(e) If no such rate has been recommended as described in paragraph (c) above within one U.S. Government Securities Business Day of the SOFR Index Cessation Event and an OBFR Index Cessation Event has occurred, then the Rate of Interest will be determined by applying the above provisions *mutatis mutandis* as if, for each U.S. Government Securities Business Day occurring on or after the later of the SOFR Index Cessation Effective Date and the OBFR Index Cessation Effective Date:

- (i) references to the "SOFR Reference Rate" were references to the short-term interest rate target set by the Federal Open Market Committee and published on the website of the Board of Governors of the Federal Reserve System currently at <https://www.federalreserve.gov>, or any successor website of the Board of Governors of the Federal Reserve System (the "**Federal Reserve's Website**") or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, to the nearest second decimal place, 0.005 being rounded upwards);

Internetseite jeweils um oder gegen 17:00 Uhr Ortszeit in New York City an jedem Tag, an dem die Geschäftsbanken in New York City für den allgemeinen Geschäftsverkehr (einschließlich für den Handel mit Devisen und Einlagen in Fremdwährung) geöffnet sind ("**New Yorker Bankgeschäftstag**"), in Bezug auf den diesem Tag unmittelbar vorangehenden New Yorker Bankgeschäftstag zur Verfügung gestellt wird ("**OBFR-Referenzzinssatz**");

- (ii) Bezugnahmen auf einen "Geschäftstag für US-Staatsanleihen" als Bezugnahmen auf einen "New Yorker Bankgeschäftstag" gelten;
- (iii) Bezugnahmen auf ein "SOFR-Index-Einstellungsereignis" als Bezugnahmen auf ein "OBFR-Index-Einstellungsereignis" gelten; und
- (iv) Bezugnahmen auf einen "SOFR-Index-Einstellungsschichtag" als Bezugnahmen auf einen "OBFR-Index-Einstellungsschichtag" gelten.

(e) Falls ein solcher Zinssatz nicht wie in obigem Buchstaben (c) beschrieben innerhalb eines Geschäftstages für US-Staatsanleihen nach dem SOFR-Index-Einstellungsereignis empfohlen wurde und ein OBFR-Index-Einstellungsereignis eingetreten ist, wird der Zinssatz analog den vorstehenden Bestimmungen bestimmt, mit der Maßgabe, dass für jeden Geschäftstag für US-Staatsanleihen an oder nach dem SOFR-Index-Einstellungsschichtag oder dem OBFR-Index-Einstellungsschichtag (je nachdem, welches der spätere Termin ist):

- (i) Bezugnahmen auf den "SOFR-Referenzzinssatz" als Bezugnahmen auf das durch das *Federal Open Market Committee* festgesetzte und auf der Internetseite des *Board of Governors of the Federal Reserve System*, derzeit <https://www.federalreserve.gov>, oder einer Nachfolge-Internetseite des *Board of Governors of the Federal Reserve System* (die "**Internetseite der Federal Reserve**") veröffentlichte kurzfristige Zinssatzziel (*short-term interest rate target*) oder, falls das *Federal Open Market Committee* nicht einen einzelnen Zinssatz als Ziel setzt, das Mittel der vom *Federal Open Market Committee* festgesetzten und auf der Internetseite der Federal Reserve veröffentlichten Bandbreite des kurzfristigen Zinssatzziels (berechnet als arithmetisches Mittel zwischen der oberen Grenze der Ziel-Bandbreite und der unteren Grenze der Ziel-Bandbreite, welches, falls

(ii) references to "U.S. Government Securities Business Day" were references to "New York City Banking Day"; and

(iii) references to the "New York Fed's Website" were references to the "Federal Reserve's Website".

(f) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined at the last preceding Interest Determination Date or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the scheduled first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on, and excluding, the Interest Commencement Date.

(g) For the purposes of paragraphs (b) to (f) above the following definitions shall apply:

"SOFR Index Cessation Event" means the occurrence of one or more of the following events:

(i) a public statement by the Federal Reserve Bank of New York (or any successor administrator of SOFR) announcing that it has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide SOFR; or

(ii) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or any successor administrator of SOFR) has ceased or will cease to provide SOFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide SOFR; or

(iii) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of SOFR that applies to, but need not be limited to, all swap transactions, including existing swap transactions.

erforderlich, auf die zweite Dezimalstelle mit der Maßgabe gerundet wird, dass 0,005 aufgerundet wird) gelten;

(ii) Bezugnahmen auf einen "Geschäftstag für US-Staatsanleihen" als Bezugnahmen auf einen "New Yorker Bankgeschäftstag" gelten; und

(iii) Bezugnahmen auf die "New York Fed Internetseite" als Bezugnahmen auf die "Internetseite der Federal Reserve" gelten.

(f) Falls der Zinssatz nicht nach Maßgabe der vorstehenden Regelungen bestimmt werden kann, entspricht der Zinssatz (i) dem Satz, der am letzten vorangegangenen Zinsfestlegungstag bestimmt worden ist, oder (ii) falls es keinen solchen vorangegangenen Zinsfestlegungstag gibt, dem anfänglichen Basiszinssatz, der für die erste Zinsperiode auf die Schuldverschreibungen anwendbar gewesen wäre, wenn die Schuldverschreibungen für einen Zeitraum, dessen Länge der ersten planmäßigen Zinsperiode entspricht, der jedoch am Verzinsungsbeginn (ausschließlich) endet, ausstehend gewesen wären.

(g) Für die Zwecke der vorstehenden Buchstaben (b) bis (f) gelten die folgenden Definitionen:

"SOFR-Index-Einstellungsereignis" bezeichnet den Eintritt eines oder mehrerer der folgenden Ereignisse:

(i) eine öffentliche Erklärung der *Federal Reserve Bank of New York* (oder eines Nachfolgeadministrators des SOFR), in der sie ankündigt, dass sie den SOFR dauerhaft oder auf unbestimmte Zeit nicht mehr bestimmt oder bestimmen wird, vorausgesetzt, dass zum Zeitpunkt der Erklärung oder Veröffentlichung kein Nachfolgeadministrator existiert, der weiterhin einen SOFR zur Verfügung stellt; oder

(ii) die Veröffentlichung von Informationen, durch welche hinreichend bestätigt wird, dass die *Federal Reserve Bank of New York* (oder ein Nachfolgeadministrator des SOFR) den SOFR dauerhaft oder auf unbestimmte Zeit nicht mehr bestimmt oder bestimmen wird, vorausgesetzt, dass zu dieser Zeit kein Nachfolgeadministrator existiert, der weiterhin einen SOFR zur Verfügung stellt; oder

(iii) eine öffentliche Erklärung einer US-Regulierungsbehörde oder einer anderen öffentlichen Stelle der Vereinigten Staaten, welche die Anwendung des SOFR verbietet und die zumindest auf sämtliche Swapgeschäfte (einschließlich bestehender Swapgeschäfte) Anwendung findet.

"SOFR Index Cessation Effective Date" means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of SOFR), ceases to publish SOFR, or the date as of which SOFR may no longer be used.

"OBFR Index Cessation Event" means the occurrence of one or more of the following events:

- (i) a public statement by the Federal Reserve Bank of New York (or any successor administrator of OBFR) announcing that it has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide OBFR; or
- (ii) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or any successor administrator of OBFR) has ceased or will cease to provide OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide OBFR; or
- (iii) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of OBFR that applies to, but need not be limited to, all swap transactions, including existing swap transactions.

"OBFR Index Cessation Effective Date" means, in respect of a OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of OBFR), ceases to publish OBFR, or the date as of which OBFR may no longer be used.

"Interest Determination Date" means, in respect of any Interest Period, the **[number] [relevant financial centre(s)] Business Day** prior to the **[Variable] Interest Payment Date** for the relevant Interest Period (or the date falling **[number] [relevant financial centre(s)] Business Days** prior to such earlier date, if any, on which the Notes become due and payable). For that purpose, **"[relevant financial centre(s)] Business Day"** means a day on which commercial banks are open for general business (including dealings in foreign exchange and

"SOFR-Index-Einstellungstichtag" bezeichnet in Bezug auf ein SOFR-Index Einstellungsereignis den Zeitpunkt, ab dem die *Federal Reserve Bank of New York* (oder ein Nachfolgeadministrator des SOFR) den SOFR nicht mehr veröffentlicht, oder den Zeitpunkt, ab dem der SOFR nicht mehr verwendet werden darf.

"OBFR-Index-Einstellungsereignis" bezeichnet den Eintritt eines oder mehrerer der folgenden Ereignisse:

- (i) eine öffentliche Erklärung der *Federal Reserve Bank of New York* (oder eines Nachfolgeadministrators des OBFR), in der sie ankündigt, dass sie den OBFR dauerhaft oder auf unbestimmte Zeit nicht mehr bestimmt oder bestimmen wird, vorausgesetzt, dass zum Zeitpunkt der Erklärung oder Veröffentlichung kein Nachfolgeadministrator existiert, der weiterhin einen OBFR zur Verfügung stellt; oder
- (ii) die Veröffentlichung von Informationen, durch welche hinreichend bestätigt wird, dass die *Federal Reserve Bank of New York* (oder ein Nachfolgeadministrator des OBFR) den OBFR dauerhaft oder auf unbestimmte Zeit nicht mehr bestimmt oder bestimmen wird, vorausgesetzt, dass zu dieser Zeit kein Nachfolgeadministrator existiert, der weiterhin einen OBFR zur Verfügung stellt; oder
- (iii) eine öffentliche Erklärung durch eine US-Regulierungsbehörde oder eine andere öffentliche Stelle der Vereinigten Staaten, welche die Anwendung des OBFR verbietet und die zumindest auf sämtliche Swapgeschäfte (einschließlich bestehender Swapgeschäfte) Anwendung findet.

"OBFR-Index Einstellungstichtag" bezeichnet in Bezug auf ein OBFR-Index Einstellungsereignis den Zeitpunkt, ab dem die *Federal Reserve Bank of New York* (oder ein Nachfolgeadministrator des OBFR) den OBFR nicht mehr veröffentlicht, oder den Zeitpunkt, ab dem der OBFR nicht mehr verwendet werden darf.

"Zinsfestlegungstag" bezeichnet in Bezug auf eine Zinsperiode den **[Anzahl] [relevante(s) Finanzzentrum(en)] Geschäftstag** vor dem **[Variablen] Zinszahlungstag** für die jeweilige Zinsperiode (oder, falls die Schuldverschreibungen bereits früher fällig werden, **[Anzahl] [relevante(s) Finanzzentrum(en)] Geschäftstage** vor diesem früheren Tag). Dabei bezeichnet **"[relevante(s) Finanzzentrum(en)] Geschäftstag"** einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in **[relevante(s)]**

foreign currency deposits) in **[relevant financial centre(s)]**.

[(3)] *Substitute Base Rate*. In the event of a Benchmark Event (as defined below), the Issuer will determine a Substitute Base Rate in its due discretion which shall replace the original Base Rate (as defined below) affected by the Benchmark Event. The Substitute Base Rate shall apply from, and including, the Interest Determination Date determined by the Issuer in its due discretion, which shall be no earlier than the Interest Determination Date falling on or immediately following the date of the Benchmark Event, with first effect for the Interest Period for which the Rate of Interest is determined on such Interest Determination Date. The **"Substitute Base Rate"** shall be a rate (expressed as a percentage rate *per annum*) which corresponds to an alternative base rate (the **"Alternative Base Rate"**) provided by a third party and meeting any applicable legal requirements for being used for determining the payment obligations under the Notes determined by the Issuer in its due discretion, as modified by applying the adjustments (e.g. in the form of premiums or discounts), if any, that may be determined by the Issuer in its due discretion. The Issuer shall determine the Alternative Base Rate and any adjustment, if any, weighing up the interests of the Holders and its own interests, in a manner that to the greatest possible extent prospectively upholds the economic character of the Notes for either side and prevents or minimises any transfer of value between the Issuer and the Holders during the remaining life of the Notes (the **"Substitution Objective"**)

"Base Rate" means the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency with a maturity corresponding to the Relevant Period.

"Benchmark Event" means (i) any permanent or indefinite termination of the determination, provision or publication of the Base Rate by its administrator in circumstances where no successor administrator exists, or any other permanent and final discontinuation of the existence of the Base Rate; (ii) the applicability of any law or any other legal provision, or of any administrative or judicial order, decree or other binding measure, pursuant to which the Base may no longer be used as a reference rate to determine the payment obligations under the Notes, or pursuant to which any such use is subject to not only

Finanzzentrum(en)] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.]

[(3)] *Ersatz-Basiszinssatz*. Im Falle eines Referenzwert-Ereignisses (wie nachstehend definiert) wird die Emittentin nach billigem Ermessen einen Ersatz-Basiszinssatz bestimmen, der an die Stelle des von dem Referenzwert-Ereignis betroffenen Basiszinssatzes tritt. Der von der Emittentin bestimmte Ersatz-Basiszinssatz gilt ab dem von der Emittentin nach billigem Ermessen bestimmten Zinsfestlegungstag, frühestens jedoch ab dem Zinsfestlegungstag, der mit dem Referenzwert-Ereignis zusammenfällt oder auf dieses folgt, erstmals mit Wirkung für die Zinsperiode, für die an diesem Zinsfestlegungstag der Zinssatz bestimmt wird. Der **"Ersatz-Basiszinssatz"** ist ein Satz (ausgedrückt als Prozentsatz *per annum*), der sich aus einem von der Emittentin nach billigem Ermessen bestimmten Alternativ-Basiszinssatz (der **"Alternativ-Basiszinssatz"**), der von einem Dritten bereitgestellt wird und der alle anwendbaren rechtlichen Voraussetzungen erfüllt, um ihn zur Bestimmung von Zahlungsverpflichtungen aus den Schuldverschreibungen zu verwenden, mit den von der Emittentin nach billigem Ermessen gegebenenfalls festgelegten Anpassungen (zum Beispiel in Form von Auf- oder Abschlägen auf den Alternativ-Basiszinssatz) ergibt. Der Alternativ-Basiszinssatz sowie etwaige von der Emittentin festgelegte Anpassungen sind unter Abwägung der Interessen der Gläubiger und der Emittentin so zu bestimmen, dass für beide Seiten die wirtschaftliche Charakteristik der Schuldverschreibungen voraussichtlich soweit wie möglich erhalten bleibt und es während der Restlaufzeit der Schuldverschreibungen voraussichtlich nicht oder nur im geringstmöglichen Umfang zu einer Wertverschiebung zwischen der Emittentin und den Gläubigern kommt (das **"Ersetzungsziel"**).

"Basiszinssatz" bezeichnet den Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der Festgelegten Währung mit einer der Maßgeblichen Laufzeit entsprechenden Laufzeit.

"Referenzwert-Ereignis" bezeichnet (i) eine dauerhafte oder unbefristete Einstellung der Ermittlung, Bereitstellung oder Bekanntgabe des Basiszinssatzes durch seinen Administrator, ohne dass ein Nachfolge-Administrator existiert, oder ein sonstiger dauerhafter und endgültiger Wegfall des Basiszinssatzes, (ii) die Anwendbarkeit eines Gesetzes oder einer sonstigen Rechtsvorschrift oder einer behördlichen oder gerichtlichen Anordnung, Verfügung oder sonstigen verbindlichen Maßnahme, die unmittelbar dazu führt, dass der Basiszinssatz nicht mehr als Referenzwert zur Bestimmung von Zahlungsverpflichtungen unter den Schuldverschreibungen verwendet werden darf oder

immaterial restrictions or adverse consequences, as determined by the Issuer.

[In the case the Specified Currency is British Pound Sterling and the offered quotation for deposits is LIBOR the following applies:

The Issuer may and, to the extent compatible with the Substitution Objective and legally admissible and practicable, will determine the Sterling Overnight Index Average ("SONIA"), a reference rate derived from SONIA looking backward or a reference rate derived from SONIA looking forward and determined for a period equal to the Relevant Period as Alternative Base Rate. Using SONIA, the Issuer will take into account and comply with the recommendations of the Bank of England (BoE), the Working Group on Sterling Risk-Free Rates instituted by the Bank of England, the administrator of GBP LIBOR, the Financial Conduct Authority (FCA), the European Securities and Markets Authority (ESMA) and any other body endowed with comparable authority in place at the time the Issuer determines the Substitute Base Rate. Absent any applicable recommendations of the afore-said bodies providing otherwise, the Issuer will determine a quote-based rate for tradable GBP interest swaps derived from SONIA looking forward (rate for overnight indexed swaps) for the Relevant Period as Alternative Base Rate. If SONIA is not available at the time the Issuer determines the Substitute Base Rate for legal or factual reasons or if SONIA is inappropriate to implement the Substitution Objective even if adjustments are applied, the Issuer may determine the Bank of England's Bank Rate or another unsecured or secured overnight money market reference rate instead of SONIA as Alternative Base Rate or as basis for the Alternative Base Rate, in which case the foregoing provisions in relation to SONIA shall apply *mutatis mutandis* to the extent applicable]

[In the case the Specified Currency is United States Dollar and the offered quotation for deposits is LIBOR the following applies:

The Issuer may and, to the extent compatible with the Substitution Objective and legally admissible and practicable, will determine the Secured Overnight Financing Rate ("SOFR"), a reference rate derived from SOFR looking backward or a reference rate derived from SOFR looking forward and determined for a period equal to the Relevant Period as Alternative Base Rate. Using SOFR, the Issuer will take into account and comply with

nach der eine derartige Verwendung nicht nur unwesentlichen Beschränkungen oder nachteiligen Folgen unterliegt, wie von der Emittentin festgestellt.

[Falls die Festgelegte Währung Britische Pfund ist und der Angebotssatz für Einlagen LIBOR ist, ist Folgendes anwendbar:

Die Emittentin kann und, soweit mit dem Ersetzungsziel vereinbar sowie rechtlich zulässig und tatsächlich möglich, wird die Emittentin den Sterling Overnight Index Average ("SONIA"), einen vom SONIA rückblickend abgeleiteten Referenzzinssatz oder einen vorwärtsblickend für die Maßgebliche Laufzeit bestimmten und vom SONIA abgeleiteten Referenzzinssatz zum Alternativ-Basiszinssatz bestimmen. Bei der Heranziehung des SONIA wird die Emittentin die zum Zeitpunkt der Bestimmung des Ersatz-Basiszinssatzes aktuellen Empfehlungen der *Bank of England* (BoE), der von ihr eingesetzten *Working Group on Sterling Risk-Free Rates*, des Administrators des GBP LIBOR, der *Financial Conduct Authority* (FCA), der Europäischen Wertpapier- und Marktaufsichtsbehörde (ESMA) und jeder sonstigen Stelle mit vergleichbarer Autorität berücksichtigen und beachten. Falls von den vorgenannten Stellen keine anderweitigen aktuellen Empfehlungen vorliegen, wird die Emittentin einen vorwärtsblickend vom SONIA abgeleiteten und auf Basis von Angeboten bestimmten Satz für handelbare GBP-Zinsswaps (Satz für *Overnight Indexed Swaps*) für die Maßgebliche Laufzeit zum Alternativ-Basiszinssatz bestimmen. Falls der SONIA zum Zeitpunkt der Bestimmung des Ersatz-Basiszinssatzes aus rechtlichen oder tatsächlichen Gründen nicht zur Verfügung steht oder zur Erreichung des Ersetzungsziels auch bei Vornahme von Anpassungen ungeeignet ist, kann die Emittentin anstelle des SONIA die Bank Rate der *Bank of England* oder einen anderen unbesicherten oder besicherten Übernacht-Geldmarktreferenzzinssatz zum Alternativ-Basiszinssatz oder als Basis für den Alternativ-Basiszinssatz bestimmen; die vorstehenden Bestimmungen zum SONIA gelten in diesem Fall, soweit anwendbar, entsprechend]

[Falls die Festgelegte Währung U.S. Dollar ist und der Angebotssatz für Einlagen LIBOR ist, ist Folgendes anwendbar:

Die Emittentin kann und, soweit mit dem Ersetzungsziel vereinbar sowie rechtlich zulässig und tatsächlich möglich, wird die Emittentin die Secured Overnight Financing Rate ("SOFR"), einen vom SOFR rückblickend abgeleiteten Referenzzinssatz oder einen vorwärtsblickend für die Maßgebliche Laufzeit bestimmten und vom SOFR abgeleiteten Referenzzinssatz zum Alternativ-Basiszinssatz

the recommendations of the Board of Governors of the Federal Reserve System, the Alternative Reference Rate Committee (ARRC), the Federal Reserve Bank of New York, the United States Securities and Exchange Commission (SEC), the European Securities and Markets Authority (ESMA) and any other body endowed with comparable authority in place at the time the Issuer determines the Substitute Base Rate. Absent any applicable recommendations of the afore-said bodies providing otherwise, the Issuer will determine a quote-based rate for tradable USD interest swaps derived from SOFR looking forward (rate for overnight indexed swaps) or futures for the Relevant Period as Alternative Base Rate. If SOFR is not available at the time the Issuer determines the Substitute Base Rate for legal or factual reasons or if SOFR is inappropriate to implement the Substitution Objective even if adjustments are applied, the Issuer may determine the Overnight Bank Funding Rate (OBFR) or another secured or unsecured overnight money market reference rate instead of SOFR as Alternative Base Rate or as basis for the Alternative Base Rate, in which case the foregoing provisions in relation to SOFR shall apply *mutatis mutandis* to the extent applicable.]

[If Minimum and/or Maximum Rate of Interest applies, the following applies:

[(3)] [Minimum] [and] [Maximum] Rate of Interest.

[In case of Minimum Rate of Interest, the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than [Minimum Rate of Interest], the Rate of Interest for such Interest Period shall be [Minimum Rate of Interest].]

[In case of Maximum Rate of Interest, the following applies: If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than [Maximum Rate of Interest], the Rate of Interest for such Interest Period shall be [Maximum Rate of Interest].]

[(4)] **Interest Amount.** The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes in respect of the Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the Specified Denomination of the

bestimmen. Bei der Heranziehung des SOFR wird die Emittentin die zum Zeitpunkt der Bestimmung des Ersatz-Basiszinssatzes aktuellen Empfehlungen des *Board of Governors of the Federal Reserve System*, des *Alternative Reference Rates Committee* (ARRC), der *Federal Reserve Bank of New York*, der *United States Securities and Exchange Commission* (SEC), der Europäischen Wertpapier- und Marktaufsichtsbehörde (ESMA) und jeder sonstigen Stelle mit vergleichbarer Autorität berücksichtigen und beachten. Falls von den vorgenannten Stellen keine anderweitigen aktuellen Empfehlungen vorliegen, wird die Emittentin einen vorwärtsblickend vom SOFR abgeleiteten und auf Basis von Angeboten bestimmten Satz für handelbare USD-Zinsswaps (Satz für *Overnight Indexed Swaps*) oder Termingeschäfte (*Futures*) jeweils für die Maßgebliche Laufzeit zum Alternativ-Basiszinssatz bestimmen. Falls der SOFR zum Zeitpunkt der Bestimmung des Ersatz-Basiszinssatzes aus rechtlichen oder tatsächlichen Gründen nicht zur Verfügung steht oder zur Erreichung des Ersetzungsziels auch bei Vornahme von Anpassungen ungeeignet ist, kann die Emittentin anstelle des SOFR die Overnight Bank Funding Rate (OBFR) oder einen sonstigen besicherten oder unbesicherten Übernacht-Geldmarktreferenzzinssatz zum Alternativ-Basiszinssatz oder als Basis für den Alternativ-Basiszinssatz bestimmen; die vorstehenden Bestimmungen zum SOFR gelten in diesem Fall, soweit anwendbar, entsprechend.]

[Falls ein Mindest- und/oder Höchstzinssatz gilt, ist folgendes anwendbar:

[(3)] [Mindest-] [und] [Höchst-] Zinssatz.

[Falls ein Mindestzinssatz gilt, ist folgendes anwendbar: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als [Mindestzinssatz], so ist der Zinssatz für diese Zinsperiode [Mindestzinssatz].]

[Falls ein Höchstzinssatz gilt, ist folgendes anwendbar: Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als [Höchstzinssatz], so ist der Zinssatz für diese Zinsperiode [Höchstzinssatz].]

[(4)] **Zinsbetrag.** Die Berechnungsstelle wird zu oder sobald möglich nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in Bezug auf die festgelegte Stückelung für die entsprechende Zinsperiode berechnen (der "Zinsbetrag"). Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf die festgelegte Stückelung angewendet werden, wobei der

Notes and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(5)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and to the Holders in accordance with § 12 as soon as possible after their determination, but in no event later than the fourth [TARGET] [London] [**relevant financial centre(s)**] Business Day (as defined in § 3 (2)) thereafter and, if required by the rules of any stock exchange on which the Notes are listed from time to time, to such stock exchange as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements may be made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are listed then and to the Holders in accordance with § 12.

[(6)] *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent [, the Paying Agents] and the Holders.

[(7)] *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day they are due for redemption. If the Issuer fails to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes beyond the due date until actual redemption of the Notes. The applicable Rate of Interest will be the default rate of interest established by law¹.]

[(8)] *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**");

[if Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons), the following applies: the actual number of days in the

resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(5)] *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der relevante Zinszahlungstag der Emittentin sowie den Gläubigern gemäß § 12 baldmöglichst nach ihrer Feststellung, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden [Londoner] [TARGET] [**relevante(s) Finanzzentrum(en)**] Geschäftstag (wie in § 3 Absatz 2 definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst nach ihrer Feststellung, aber keinesfalls später als am ersten Tag der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind, sowie den Gläubigern gemäß § 12 mitgeteilt.

[(6)] *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Emissionsstelle, [die Zahlstellen] und die Gläubiger bindend.

[(7)] *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, fallen auf den ausstehenden Gesamtnennbetrag der Schuldverschreibungen ab dem Fälligkeitstag (einschließlich) bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) Zinsen zum gesetzlich festgelegten Satz für Verzugszinsen an¹.]

[(8)] *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung des Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**");

[im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich des Falls von kurzen oder langen Kupons) ist folgendes anwendbar:

¹ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code (*Bürgerliches Gesetzbuch*).

¹ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

Calculation Period divided by the actual number of days in the respective interest period.]

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

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

[(9)](a) *Rate Replacement*. If the Issuer determines (in consultation with the Calculation Agent) that a Rate Replacement Event has occurred on or prior to an Interest Determination Date, the Relevant Determining Party shall determine and inform the Issuer, if relevant, and the Calculation Agent of (i) the Replacement Rate, (ii) the Adjustment Spread, if any, and (iii) the Replacement Rate Adjustments (each as defined below in §3[(9)](b)(aa) to (cc) and (hh)) for purposes of determining the Rate of Interest for the Interest Period related to that Interest Determination Date and each Interest Period thereafter (subject to the subsequent occurrence of any further Rate Replacement Event). The Terms and Conditions shall be deemed to have been amended by the Replacement Rate Adjustments with effect from (and including) the relevant Interest Determination Date (including any amendment of such Interest Determination Date if so provided by the Replacement Rate Adjustments). The Rate of Interest shall then be the Replacement Rate (as defined below) adjusted by the Adjustment Spread, if any, [[plus] [minus] the Margin (as defined above)].

The Issuer shall notify the Holders pursuant to § 12 as soon as practicable (*unverzüglich*) after such determination of the Replacement Rate, the Adjustment Spread, if any, and the Replacement Rate Adjustments. In addition, the Issuer shall request the [Clearing System] [common depository on behalf of both ICSDs] to supplement or amend the Terms and Conditions to reflect the Replacement Rate Adjustments by attaching the documents submitted to the Global Note in an appropriate manner.

(b) *Definitions*.

(aa) "**Rate Replacement Event**" means, with respect to the Reference Rate:

(i) the Reference Rate not having been published on the Screen Page for the last ten Business Days prior to and including the relevant Interest Determination Date; or

(ii) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the administrator of the

die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

[im Falle von Actual/365 (Fixed) ist folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

[im Falle von Actual/360 ist folgendes anwendbar: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[(9)] (a) *Ersatzrate*. Stellt die Emittentin (in Abstimmung mit der Berechnungsstelle) fest, dass vor oder an einem Zinsfestlegungstag ein Ersatzrate-Ereignis eingetreten ist, wird die Jeweilige Festlegende Stelle (i) die Ersatzrate, (ii) die etwaige Anpassungsspanne und (iii) die Ersatzrate-Anpassungen (wie jeweils in §3[(9)](b)(aa) bis (cc) und (hh) definiert) zur Bestimmung des Zinssatzes für die auf den Zinsfestlegungstag bezogene Zinsperiode und jede nachfolgende Zinsperiode (vorbehaltlich des nachfolgenden Eintretens etwaiger weiterer Ersatzrate-Ereignisse) festlegen und die Emittentin, sofern relevant, und die Berechnungsstelle darüber informieren. Die Anleihebedingungen gelten mit Wirkung ab dem relevanten Zinsfestlegungstag (einschließlich) als durch die Ersatzrate-Anpassungen geändert (einschließlich einer etwaigen Änderung dieses Zinsfestlegungstags, falls die Ersatzrate-Anpassungen dies so bestimmen). Der Zinssatz ist dann die Ersatzrate (wie nachfolgend definiert) angepasst durch die etwaige Anpassungsspanne [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)].

Die Emittentin wird den Gläubigern die Ersatzrate, die etwaige Anpassungsspanne und die Ersatzrate-Anpassungen unverzüglich nach einer solchen Festlegung gemäß §12 mitteilen. Darüber hinaus wird die Emittentin [das Clearing System] [die gemeinsame Verwahrstelle im Namen beider ICSDs] auffordern, die Anleihebedingungen zu ergänzen oder zu ändern, um die Ersatzrate-Anpassungen wiederzugeben, indem sie der Globalurkunde die vorgelegten Dokumente in geeigneter Weise beifügt.

(b) *Definitionen*.

(aa) "**Ersatzrate-Ereignis**" bezeichnet in Bezug auf den Referenzsatz eines der nachfolgenden Ereignisse:

(i) der Referenzsatz wurde in den letzten zehn Geschäftstagen vor und bis einschließlich des relevanten Zinsfestlegungstages nicht veröffentlicht; oder

(ii) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung

Reference Rate on which (x) the administrator will cease to publish the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate), or (y) the Reference Rate will permanently or indefinitely be discontinued; or

(iii) the occurrence of the date, as publicly announced by the regulatory supervisor for the administrator of the Reference Rate, the central bank for the Specified Currency, an insolvency official with jurisdiction over the administrator for the Reference Rate, a resolution authority with jurisdiction over the administrator for the Reference Rate or a court (unappealable final decision) or an entity with similar insolvency or resolution authority over the administrator for the Reference Rate, on which the administrator of the Reference Rate has ceased or will cease to provide the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate); or

(iv) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the supervisor of the administrator of the Reference Rate, from which the Reference Rate will be prohibited from being used; or

(v) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the administrator of the Reference Rate, of a material change in the methodology of determining the Reference Rate; or

(vi) the publication of a notice by the Issuer pursuant to §12(1) that it has become unlawful for the Issuer, the Calculation Agent or any Paying Agent to calculate any Rate of Interest using the Reference Rate.

(bb) "**Replacement Rate**" means a publicly available substitute, successor, alternative or other rate designed to be referenced by financial instruments or contracts, including the Notes, to determine an amount payable under such financial instruments or contracts, including, but not limited to, an amount of interest. In determining the Replacement Rate, the Relevant Guidance (as defined below) shall be taken into account.

(cc) "**Adjustment Spread**" means a spread (which may be positive or negative), or the formula or methodology

bestimmbaren Tages, an dem (x) der Administrator die Veröffentlichung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird), oder (y) der Referenzsatz dauerhaft oder auf unbestimmte Zeit eingestellt wird; oder

(iii) der Eintritt des durch die Aufsichtsbehörde des Administrators des Referenzsatzes, die Zentralbank für die festgelegte Währung, einen Insolvenzbeauftragten mit Zuständigkeit über den Administrator des Referenzsatzes, die Abwicklungsbehörde mit Zuständigkeit über den Administrator des Referenzsatzes, ein Gericht (rechtskräftige Entscheidung) oder eine Organisation mit ähnlicher insolvenz- oder abwicklungsrechtlicher Hoheit über den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages, an dem der Administrator des Referenzsatzes die Bereitstellung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet hat oder beenden wird (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird); oder

(iv) der Eintritt des durch die Aufsichtsbehörde des Administrators des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbaren Tages, von dem an die Nutzung des Referenzsatzes allgemein verboten ist; oder

(v) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbaren Tages, materiellen Änderung der Methode mittels derer der Referenzsatz festgelegt wird; oder

(vi) die Veröffentlichung einer Mitteilung durch die Emittentin gemäß § 12(1), dass die Verwendung des Referenzsatzes zur Berechnung des Zinssatzes für die Emittentin, die Berechnungsstelle oder eine Zahlstelle rechtswidrig geworden ist.

(bb) "**Ersatzrate**" bezeichnet eine öffentlich verfügbare Austausch-, Nachfolge-, Alternativ- oder andere Rate, welche entwickelt wurde, um durch Finanzinstrumente oder –kontrakte, einschließlich der Schuldverschreibungen, in Bezug genommen zu werden, um einen unter solchen Finanzinstrumenten oder –kontrakten zahlbaren Betrag zu bestimmen, einschließlich aber nicht ausschließlich eines Zinsbetrages. Bei der Festlegung der Ersatzrate sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.

(cc) "**Anpassungsspanne**" bezeichnet die Differenz (positiv oder negativ) oder eine Formel oder Methode zur

for calculating a spread, which the Relevant Determining Party determines is required to be applied to the Replacement Rate to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value between the Issuer and the Holders that would otherwise arise as a result of the replacement of the Reference Rate against the Replacement Rate (including, but not limited to, as a result of the Replacement Rate being a risk-free rate). In determining the Adjustment Spread, the Relevant Guidance (as defined below) shall be taken into account.

(dd) "**Relevant Determining Party**" means

(i) the Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by an investor that is knowledgeable in the respective type of bonds, such as the Notes; or

(ii) failing which, an Independent Advisor (as defined below), to be appointed by the Issuer at commercially reasonable terms, using reasonable endeavours, as its agent to make such determinations.

(ee) "**Independent Advisor**" means an independent financial institution of international repute or any other independent advisor of recognised standing and with appropriate expertise.

(ff) "**Relevant Guidance**" means (i) any legal or supervisory requirement applicable to the Issuer or the Notes or, if none, (ii) any applicable requirement, recommendation or guidance of a Relevant Nominating Body or, if none, (iii) any relevant recommendation or guidance by industry bodies (including by ISDA), or, if none, (iv) any relevant market practice.

(gg) "**Relevant Nominating Body**" means

(i) the central bank for the Specified Currency, or any central bank or other supervisor which is responsible for supervising either the Replacement Rate or the administrator of the Replacement Rate; or

Bestimmung einer solchen Differenz, welche nach Festlegung der Jeweiligen Festlegenden Stelle auf die Ersatzrate anzuwenden ist, um eine Verlagerung des wirtschaftlichen Wertes zwischen der Emittentin und den Gläubigern, die ohne diese Anpassung infolge der Ersetzung des Referenzsatzes durch die Ersatzrate entstehen würde (einschließlich aber nicht ausschließlich infolgedessen, dass die Ersatzrate eine risikofreie Rate ist), soweit sinnvollerweise möglich, zu reduzieren oder auszuschließen. Bei der Festlegung der Anpassungsspanne sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.

(dd) "**Jeweilige Festlegende Stelle**" bezeichnet

(i) die Emittentin, wenn die Ersatzrate ihrer Meinung nach offensichtlich ist und als solches ohne vernünftigen Zweifel durch einen Investor, der hinsichtlich der jeweiligen Art von Schuldverschreibungen, wie beispielsweise diese Schuldverschreibungen, sachkundig ist, bestimmbar ist; oder

(ii) andernfalls ein Unabhängiger Berater (wie nachfolgend definiert), der von der Emittentin zu wirtschaftlich angemessenen Bedingungen unter zumutbaren Bemühungen als ihr Beauftragter für die Vornahme dieser Festlegungen ernannt wird.

(ee) "**Unabhängiger Berater**" bezeichnet ein unabhängiges, international angesehenes Finanzinstitut oder einen anderen unabhängigen Finanzberater mit anerkanntem Ruf und angemessener Fachkenntnis.

(ff) "**Relevante Leitlinien**" bezeichnet (i) jede auf die Emittentin oder die Schuldverschreibungen anwendbare gesetzliche oder aufsichtsrechtliche Anforderung, oder, wenn es keine gibt, (ii) jede anwendbare Anforderung, Empfehlung oder Leitlinie der Relevanten Nominierungsstelle oder, wenn es keine gibt, (iii) jede relevante Empfehlung oder Leitlinie von Branchenvereinigungen (einschließlich ISDA), oder wenn es keine gibt, (iv) jede relevante Marktpraxis.

(gg) "**Relevante Nominierungsstelle**" bezeichnet

(i) die Zentralbank für die festgelegte Währung oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist; oder

(ii) any working group or committee officially endorsed, sponsored or convened by or chaired or co-chaired by (w) the central bank for the Specified Currency, (x) any central bank or other supervisor which is responsible for supervising either the Reference Rate or the administrator of the Reference Rate, (y) a group of the aforementioned central banks or other supervisors or (z) the Financial Stability Board or any part thereof.

(hh) **"Replacement Rate Adjustments"** means such adjustments to the Terms and Conditions as are determined consequential to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction and any methodology or definition for obtaining or calculating the Replacement Rate). In determining any Replacement Rate Adjustments the Relevant Guidance shall be taken into account.

(c) *Termination.* If a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined pursuant to §3[(9)](a) and (b), the Reference Rate in respect of the relevant Interest Determination Date shall be the Reference Rate determined for the last preceding Interest Period. The Issuer will inform the Calculation Agent accordingly. As a result, the Issuer may, upon not less than 15 days' notice given to the Holders in accordance with §12, redeem all, and not only some of the Notes at any time up and until (but excluding) the respective subsequent Interest Determination Date at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date.

§ 4 PAYMENTS

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

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

(ii) jede Arbeitsgruppe oder jeder Ausschuss, befürwortet, unterstützt oder einberufen durch oder unter dem Vorsitz von bzw. mitgeleitet durch (w) die Zentralbank für die festgelegte Währung, (x) eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist, (y) einer Gruppe der zuvor genannten Zentralbanken oder anderen Aufsichtsbehörden oder (z) den Finanzstabilitätsrat (Financial Stability Board) oder einem Teil davon.

(hh) **"Ersatzrate-Anpassungen"** bezeichnet solche Anpassungen der Anleihebedingungen, die als folgerichtig festgelegt werden, um die Funktion der Ersatzrate zu ermöglichen (wovon unter anderem Anpassungen an der anwendbaren Geschäftstagekonvention, der Definition von Geschäftstag, am Zinsfestlegungstag, am Zinstagequotient oder jeder Methode oder Definition, um die Ersatzrate zu erhalten oder zu berechnen, erfasst sein können). Bei der Festlegung der Ersatzrate-Anpassungen sind die Relevanten Leitlinien (wie vorstehend definiert) zu berücksichtigen.

(c) *Kündigung.* Können eine Ersatzrate, eine etwaige Anpassungsspanne oder die Ersatzrate-Anpassungen nicht gemäß §3[(9)](a) und (b) bestimmt werden, ist der Referenzsatz in Bezug auf den relevanten Zinsfestlegungstag der für die zuletzt vorangehende Zinsperiode bestimmte Referenzsatz. Die Emittentin wird die Berechnungsstelle entsprechend informieren. Infolgedessen kann die Emittentin die Schuldverschreibungen bis zum jeweiligen nachfolgenden Zinsfestlegungstag (ausschließlich) jederzeit insgesamt, jedoch nicht teilweise, mit einer Kündigungsfrist von nicht weniger als 15 Tagen gemäß § 12 gegenüber den Gläubigern vorzeitig kündigen und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.

§ 4 ZAHLUNGEN

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

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

[In the case of interest payable on a Temporary Global Note, the following applies: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or (if applicable) to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1 (3) (b).]

(2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *United States.* For purposes of **[in the case of TEFRA D Notes, the following applies:** § 1 (3) and] subparagraph (1) of this § 4, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

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

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

For these purposes, "**Payment Business Day**" means any day which is a Business Day.

(6) *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; **[if redeemable at option of Issuer for other than taxation reasons, the following applies:** the Call Redemption Amount of the Notes;] **[if redeemable at option of the Holder, the following applies:** the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be

[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde ist folgendes anwendbar: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz 2 an das Clearing System oder gegebenenfalls dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3(b).]

(2) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu, erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Vereinigte Staaten.* Für die Zwecke des **[im Fall von TEFRA D Schuldverschreibungen ist folgendes anwendbar:** §1(3) und des] Absatzes 1 dieses § 4 bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

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

(5) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Geschäftstag ist.

(6) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf einen Kapitalbetrag der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzahlen, ist folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call) der

payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

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

§ 5 REDEMPTION

(1) *Redemption at Maturity.*

Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in [*redemption month and year*] (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any Tax Law Change (as hereinafter defined) the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3 (1)) and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 12 to the Holders, at their Final Redemption Amount, together with interest (if any) accrued to the date fixed for redemption. A "**Tax Law Change**" is (i) any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, (ii) any change in, or amendment to, an official interpretation, administrative guidance or application of such laws or regulations, (iii) any action and/or decision which shall have been taken by any taxing authority, or any court of competent jurisdiction of the Federal Republic of

Schuldverschreibungen;] [*falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar:* den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren Zusätzlichen Beträge einschließen.

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

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.*

Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am in den [*Rückzahlungsmonat und Jahr*] fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Sollte die Emittentin zur Zahlung von Zusätzlichen Beträgen (wie in § 7 dieser Anleihebedingungen definiert) aufgrund einer Änderung des Steuerrechts (wie nachstehend definiert) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz 1 definiert) verpflichtet sein und kann diese Verpflichtung nicht durch das Ergreifen angemessener, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden, können die Schuldverschreibungen insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Emissionsstelle und gemäß § 12 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zu dem für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden. Eine "**Änderung des Steuerrechts**" ist (i) eine Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden, (ii) die Folge einer Änderung oder Ergänzung der Anwendung oder der

Germany or any political subdivision or taxing authority thereof or therein, whether or not such action was taken or brought with respect to the Issuer, or (iv) any change, amendment, application, interpretation or execution of the laws of the Federal Republic of Germany (or any regulations or ruling promulgated thereunder), which change, amendment, action, application, interpretation or execution is officially proposed and would have effect on or after the date on which the last tranche of this series of Notes was issued.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts where a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.]

Any such notice shall be given in accordance with § 12. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

[If the Notes are subject to Early Redemption at the Option of the Issuer at the Final Redemption Amount, the following applies:

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

(a) The Issuer may, upon notice given in accordance with clause (b), redeem all or only some of the Notes on the Interest Payment Date following **[number]** year[s] after the Interest Commencement Date and on each Interest Payment Date thereafter (each a "**Call Redemption Date**") at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.

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

- (i) the Series of Notes subject to redemption;

offiziellen Auslegung dieser Gesetze und Vorschriften, (iii) jede von den Steuerbehörden oder der zuständigen Gerichtsbarkeit in der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden getroffene Maßnahme/Entscheidung, unabhängig davon, ob eine derartige Maßnahme in Zusammenhang mit der Emittentin stehen, oder (iv) jede Änderung, jeder Zusatz, jede Neufassung, Anwendung, Auslegung oder Durchsetzung der Gesetze der Bundesrepublik Deutschland (oder jeder dazu ergangenen Verordnung oder Regelung), der oder die offiziell vorgeschlagen wurde (vorausgesetzt, diese Änderung, dieser Zusatz, diese Neufassung, Anwendung, Auslegung oder Durchsetzung würde am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam werden).

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.]

Eine solche Kündigung hat gemäß § 12 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Rückzahlungsbetrag zurückzuzahlen vorzeitig zurückzuzahlen, ist folgendes anwendbar:

(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am **[Zahl]** Jahre nach dem Verzinsungsbeginn folgenden Zinszahlungstag und danach an jedem darauf folgenden Zinszahlungstag (jeder ein "**Wahl-Rückzahlungstag (Call)**") zum Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahlrückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 12 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;

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

[If the Notes are subject to Early Redemption as a result of a Change of Control, the following applies:

[(5)] Change of Control.

If there occurs a Change of Control (as defined below) **[if Rating Downgrade is applicable, the following applies:** and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs] **[(if Rating Downgrade is applicable, the following applies: together]** a "Put Event"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2) [or (3)]) to require the Issuer to redeem the Notes held by him on the Optional Redemption Date at their principal amount together with interest accrued to but excluding the Optional Redemption Date.

For the purposes of this option:

[if Rating Downgrade is applicable, the following applies:

"Rating Agency" means S&P Global Ratings Europe Limited. ("S&P"), Moody's Investors Services Limited ("Moody's"), Fitch Ratings Inc ("Fitch") and Scope Ratings GmbH ("Scope Ratings") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by the Issuer;

- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als **[Mindestkündigungsfrist]** und nicht mehr als **[Höchstkündigungsfrist]** Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf;
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt.] **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.])

[Falls die Schuldverschreibungen im Falle eines Kontrollwechsels vorzeitig kündbar sind, ist folgendes anwendbar:

[(5)] Kontrollwechsel.

Tritt ein Kontrollwechsel (wie nachstehend definiert) ein **[falls Ratingabsenkung anwendbar ist, ist folgendes anwendbar:** und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels] **[(falls Ratingabsenkung anwendbar ist, ist folgendes anwendbar:** zusammen,] ein "Rückzahlungsereignis"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz 2 [oder 3] angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zu ihrem Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Wahl-Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

[falls Ratingabsenkung anwendbar ist, ist folgendes anwendbar:

Bedeutet "Rating Agentur" S&P Global Ratings Europe Limited ("S&P"), Moody's Investors Services Limited ("Moody's"), Fitch Ratings Inc ("Fitch") und Scope Ratings GmbH ("Scope Ratings") oder eine ihrer jeweiligen Nachfolgegesellschaften oder jede andere Rating Agentur vergleichbaren internationalen Ansehens, wie von Zeit zu Zeit durch die Emittentin bestimmt;

A **"Rating Downgrade"** shall be deemed to have occurred if a Change of Control has occurred and (a) if within the Change of Control Period any rating previously assigned to the Issuer or [*in the case of Rating assigned to Notes, the following applies:* the Notes] [*in case of Rating assigned to outstanding long-dated liabilities, the following applies:* outstanding long-dated liabilities of the Issuer] by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P / BBB- by Scope Ratings / BBB- by Fitch / Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P / BB+ by Scope Ratings / BB+ by Fitch / Ba1 by Moody's, or its equivalent for the time being, or worse) or (iii) (if the rating assigned to the Notes by any Rating Agency shall be below an investment grade rating) lowered one full rating notch (e.g. from BB+ to BB by S&P, Scope Ratings and/or Fitch or Ba1 to Ba2 by Moody's or such similar lower of equivalent rating) or (b) if at the time of the Change of Control, there is no rating assigned to the Notes or the Issuer and no Rating Agency assigns during the Change of Control Period an investment grade credit rating to the Notes (unless the Issuer is unable to obtain such a rating within such period having used all reasonable endeavours to do so and such failure is unconnected with the occurrence of the Change of Control);]

A **"Change of Control"** shall be deemed to have occurred at each time (whether or not approved by the Executive Board or Supervisory Board of the Issuer) that any person or persons ("**Relevant Person(s)**") acting in concert within the meaning of section 34 para 2 of the German Securities Trading Act (*Wertpapierhandelsgesetz*) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own (i) more than 50 per cent. of the issued ordinary share capital of the Issuer or (ii) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer, provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) *pro rata* interest in the share capital of the Relevant Person as such shareholders have,

Gilt eine **"Absenkung des Ratings"** als eingetreten, wenn ein Kontrollwechsel vorliegt und, wenn (a) innerhalb des Kontrollwechselzeitraums ein vorher für die Emittentin oder [*im Falle eines Ratings einzelner Schuldverschreibungen ist folgendes anwendbar:* die Schuldverschreibungen] [*im Falle eines Ratings für ausstehende langfristige Verbindlichkeiten ist folgendes anwendbar:* ein für die ausstehenden langfristigen Verbindlichkeiten der Emittentin] vergebenes Rating einer Rating Agentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P / BBB- von Scope Ratings / BBB- von Fitch / Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P / BB+ von Scope Ratings / BB+ von Fitch / Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert oder (iii) (falls das für die Schuldverschreibungen vergebene Rating einer Rating Agentur unterhalb des Investment Grade Ratings liegt) um einen ganzen Punkt (z. B. von BB+ nach BB von S&P Scope Ratings und/oder Fitch oder Ba1 nach Ba2 von Moody's oder eine ähnliche Absenkung eines gleichwertigen Ratings) abgesenkt wird oder (b) zur Zeit des Kontrollwechsels kein Rating für die Schuldverschreibungen oder die Emittentin vergeben ist und keine Rating Agentur während des Kontrollwechselzeitraums ein Investment Grade Rating für die Schuldverschreibungen vergibt (es sei denn, die Emittentin ist trotz zumutbarer Anstrengungen innerhalb dieses Zeitraums nicht in der Lage ein solches Rating zu erhalten, ohne dass dies seine Ursache im Kontrollwechsel hat);]

Gilt ein **"Kontrollwechsel"** jedes Mal als eingetreten, wenn eine Person oder mehrere Personen (die "**relevante(n) Person(en)**"), die abgestimmt handeln im Sinne von §34 Absatz 2 WpHG, oder einer oder mehrere Dritte, die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der Emittentin seine Zustimmung erteilt hat) (i) mehr als 50% des ausstehenden Grundkapitals der Emittentin oder (ii) eine solche Anzahl von Aktien der Emittentin hält bzw. halten oder erworben hat bzw. haben, auf die mehr als 50% der Stimmrechte entfallen, die unter normalen Umständen auf einer Hauptversammlung der Emittentin ausgeübt werden können. Dies steht jedoch unter der Voraussetzung, dass ein Kontrollwechsel dann nicht als eingetreten gilt, wenn alle Aktionäre der relevanten Person oder ein wesentlicher Teil davon tatsächlich Aktionäre der Emittentin sind, oder unmittelbar vor dem Ereignis, welches ansonsten einen Kontrollwechsel darstellen würde waren und denselben (oder beinahe denselben)

or as the case may be, had in the share capital of the Issuer.

"Change of Control Period" means the period (i) commencing on the earlier of (x) any public announcement or statement of the Issuer or any Relevant Person relating to any potential Change of Control or (y) the date of the first public announcement of the Change of Control having occurred and (ii) ending on the 90th day (inclusive) after the occurrence of the relevant Change of Control; and

The **"Optional Redemption Date"** is the seventh day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a **"Put Event Notice"**) to the Holders in accordance with § 12 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5 [(5)].

In order to exercise such option, the Holder must send to the specified office of the Fiscal Agent an option exercise notice in text format (*Textform*, e.g. email or fax) or in written form (the **"Exercise Notice"**) within the period (the **"Put Period"**) of 45 days after a Put Event Notice is given. The Exercise Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised, [and] (ii) the securities identification numbers of such Notes, if any [In the case the Global Note is kept in custody by CBF, the following applies: and (iii) contact details as well as a bank account]. The Exercise Notice may be in the form available from the specified office of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

[(6)] *Early Redemption at the Option of the Issuer for Reason of Minimal Outstanding Amount.*

If 80 per cent. or more in principal amount of the Notes then outstanding have been redeemed or purchased, the Issuer may, on not less than 30 or more than 60 days' notice to the Holders redeem, at its option, the remaining

Anteil am Grundkapital der relevanten Person haben oder hatten wie am Grundkapital der Emittentin.

Bezeichnet **"Kontrollwechselzeitraum"** den Zeitraum, der (i) mit dem früheren der folgenden Ereignisse beginnt, nämlich (x) einer öffentlichen Bekanntmachung oder Erklärung der Emittentin oder einer relevanten Person hinsichtlich eines möglichen Kontrollwechsels oder (y) dem Tag der ersten öffentlichen Bekanntmachung des eingetretenen Kontrollwechsels und (ii) der am 90. Tag (einschließlich) nach dem Eintritt des Kontrollwechsels endet; und

Ist der **"Wahl-Rückzahlungstag"** der siebte Tag nach dem letzten Tag des Rückzahlungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird die Emittentin den Gläubigern gemäß § 12 Mitteilung vom Rückzahlungsereignis machen (eine **"Rückzahlungsmitteilung"**), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz [5] genannten Wahlrechts angegeben sind.

Zur Ausübung dieses Wahlrechts muss der Gläubiger innerhalb eines Zeitraums (der **"Rückzahlungszeitraum"**) von 45 Tagen nach Veröffentlichung der Rückzahlungsmitteilung eine Ausübungserklärung in Textform (z.B. eMail oder Fax) oder in schriftlicher Form an die bezeichnete Geschäftsstelle der Emissionsstelle senden (die **"Ausübungserklärung"**). Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird [und][,] (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben) [Im Fall der Verwahrung der Globalurkunde durch CBF ist folgendes anwendbar: und (iii) Kontaktdaten sowie eine Kontoverbindung]. Für die Ausübungserklärung kann ein Formblatt, wie es bei der angegebenen Niederlassung der Emissionsstelle in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[(6)] *Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Nennbetrag.*

Wenn 80% oder mehr des Nennbetrags der dann ausstehenden Schuldverschreibungen zurückgezahlt oder zurückerworben wurde, ist die Emittentin berechtigt, nach vorheriger Bekanntmachung gegenüber den

Notes as a whole at a redemption price of the principal amount thereof plus interest accrued to but excluding the date of such redemption.

§ 6

THE FISCAL AGENT, THE PAYING AGENT AND THE CALCULATION AGENT

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

[●]

[If the Fiscal Agent is to be appointed as Calculation Agent, the following applies: The Fiscal Agent shall also act as Calculation Agent.]

[If a Calculation Agent other than the Fiscal Agent is to be appointed, the following applies: The Calculation Agent and its initial specified office shall be:

Calculation Agent: [*name and specified office*]]

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

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent or the Calculation Agent and to appoint another Fiscal Agent or additional or other Paying Agents or another Calculation Agent. The Issuer shall at all times maintain (i) a Fiscal Agent [***in the case of payments in U.S. dollars, the following applies:*** [,] [and] [(ii)] if payments at or through the offices of all Paying Agents outside the United States (as defined in § 4 (3) hereof) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City] and [(iii)] a Calculation Agent [***if Calculation Agent is required to maintain a Specified Office in a Required Location, the following applies:*** with a specified office located in [*Required Location*]]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor

Gläubigern mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Nennbetrag zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurück zu zahlen.

§ 6

DIE EMISSIONSSTELLE, DIE ZAHLSTELLE UND DIE BERECHNUNGSSTELLE

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

[●]

[Falls die Emissionsstelle als Berechnungsstelle bestellt werden soll, ist folgendes anwendbar: Die Emissionsstelle handelt auch als Berechnungsstelle.]

[Falls eine Berechnungsstelle bestellt werden soll, die nicht die Emissionsstelle ist, ist folgendes anwendbar: Die Berechnungsstelle und ihre anfänglich bezeichnete Geschäftsstelle lauten:

[Berechnungsstelle:] [*Namen und bezeichnete Geschäftsstelle*]]

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

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Emissionsstelle [oder einer Zahlstelle] [oder der Berechnungsstelle] zu ändern oder zu beenden und eine andere Emissionsstelle [oder zusätzliche oder andere Zahlstellen] [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Emissionsstelle unterhalten [***im Fall von Zahlungen in US-Dollar ist folgendes anwendbar:*** [,] [und] [(ii)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 4 (3) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] und [(iii)] eine Berechnungsstelle [***falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, ist folgendes anwendbar:*** mit

more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 12.

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

§ 7 TAXATION

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

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in the Federal Republic of Germany, or

bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]] unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 12 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

(3) *Beauftragte der Emittentin.* Die Emissionsstelle, die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Beauftragte der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

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

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

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| <p>(c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or</p> <p>(d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due or is duly provided for and notice thereof is published in accordance with § 12, whichever occurs later.</p> | <p>(c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder</p> <p>(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 12 wirksam wird.</p> |
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§ 8

PRESENTATION PERIOD

The presentation period provided in section 801 para. 1, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Notes.

§ 9

EVENTS OF DEFAULT

(1) *Events of Default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount, together with accrued interest (if any) to the date of repayment, in the event that

- (a) principal or interest is not paid within 20 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 20 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any financial indebtedness of the Issuer or any Principal Subsidiary in each case in excess of € 50,000,000 (or the equivalent thereof in another currency) (i) becomes prematurely due as a result of a breach of the terms thereof, or (ii) the Issuer or any Principal Subsidiary fails to fulfil any payment obligation under any financial indebtedness or under any guarantee or other indemnity given for any financial indebtedness of others within 30 days from its due date or, in the case of a guarantee or

§ 8

VORLEGUNGSFRIST

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

§ 9

KÜNDIGUNG

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) Kapital oder Zinsen nicht innerhalb von 20 Tagen nach dem betreffenden Fälligkeitstermin gezahlt sind; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 20 Tage fort dauert, nachdem die Emissionsstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Finanzverbindlichkeit der Emittentin oder einer ihrer wesentlichen Tochtergesellschaften jeweils in Höhe oder im Gegenwert von mehr als € 50.000.000 (oder den Gegenwert in einer anderen Währung) (i) nach den jeweiligen anwendbaren Bedingungen wegen Verletzung der dafür geltenden Bestimmungen vorzeitig fällig wird, oder (ii) die Emittentin oder eine ihrer wesentlichen Tochtergesellschaften einer Zahlungsverpflichtung aus einer Finanzverbindlichkeit oder aufgrund

other indemnity, within 30 days after the guarantee or other indemnity has been invoked, unless the Issuer denies in good faith that such payment obligation exists or is due or such guarantee or other warranty is claimed, or the financial indebtedness becomes prematurely due pursuant to (i) above because of the fact that the debtor of the financial indebtedness becomes a direct or indirect subsidiary of the Issuer; or

- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Issuer applies for or institutes such proceedings, or a third party applies for insolvency proceedings against the Issuer and such proceedings are not discharged or stayed within 60 days.

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

(3) *Quorum.* In the events specified in § 9 (1) (b) or (1) (c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 9 (1) (a) and (1) (d) to (1) (e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least 25 % of the aggregate principal amount of all Notes still outstanding at that time.

(4) *Notice.* Any notice, including any notice declaring Notes due, in accordance with sub-paragraph (1) above shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form in the German or English language sent to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14 (3)) or in any other appropriate manner.

einer Garantie oder sonstigen Gewährleistung, die für eine Finanzverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Garantie oder sonstigen Gewährleistung nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Garantie oder sonstigen Gewährleistung nachkommt, es sei denn, die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Garantie oder sonstige Gewährleistung berechtigterweise geltend gemacht wird, oder die vorzeitige Fälligkeit unter (i) resultiert aus dem Umstand, dass die Schuldnerin der Finanzverbindlichkeit eine direkte oder indirekte Tochtergesellschaft der Emittentin geworden ist; oder

- (d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder ein Dritter ein Insolvenzverfahren gegen die Emittentin beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist.

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

(3) *Quorum.* In den Fällen des § 9 Absätze 1(b) oder 1(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 9 Absätze 1(a) und 1(d) bis 1(e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emissionsstelle Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens 25 % des Gesamtnennbetrages der zu diesem Zeitpunkt noch insgesamt ausstehenden Schuldverschreibungen eingegangen sind.

(4) *Benachrichtigung.* Eine Benachrichtigung einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. eMail oder Fax) oder schriftlich in deutscher oder englischer Sprache an die bezeichnete Geschäftsstelle der Emissionsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 14 Absatz 3 definiert) oder auf andere geeignete Weise erbracht werden.

§ 10
SUBSTITUTION

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

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor have obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required hereunder and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any withholding tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (d) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes and to the guarantee of which the provisions set out below in § 13 applicable to the Notes shall apply *mutatis mutandis*;
- (g) the Substitute Debtor, if a foreign company, has appointed an authorised agent domiciled in the Federal Republic of Germany for accepting services of process for any legal disputes or other Proceedings (as defined below) before German courts; and
- (e) there shall have been delivered to the Fiscal Agent an opinion or opinions of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied

§ 10
ERSETZUNG

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger jede andere Gesellschaft, deren stimmberechtigte Anteile zu mehr als 90% direkt oder indirekt von der Emittentin gehalten werden, an Stelle der Emittentin als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Emissionsstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der hierin festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Quellensteuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;
- (d) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge garantiert, wobei auf die Garantie die unten in § 13 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden;
- (g) die Nachfolgeschuldnerin, falls sie ihren Sitz in einem anderen Land als der Bundesrepublik Deutschland hat, einen Zustellungsbevollmächtigten mit Sitz in der Bundesrepublik Deutschland für Rechtstreitigkeiten und andere Verfahren (wie unten definiert) vor deutschen Gerichten bestellt hat; und
- (e) der Emissionsstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den

vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

(2) *Notice*. Notice of any such substitution shall be published in accordance with § 12.

(3) *Change of References*. In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.

Furthermore, in the event of such substitution the following shall apply:

(a) in § 7 and § 5 (2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor; and

(b) in § 9 (1) (a) to (e) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § 12 bekanntzumachen.

(3) *Änderung von Bezugnahmen*. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.

Außerdem gilt im Falle der Ersetzung folgendes:

(a) in § 7 und § 5 Absatz 2 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat); und

(b) in § 9 Absatz 1(a) bis (e) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).

§ 11

FURTHER ISSUES, PURCHASES AND CANCELLATION

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

(2) *Purchases*. The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation.

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

§ 11

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

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

(2) *Ankauf*. Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Emissionsstelle zwecks Entwertung eingereicht werden.

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

§ 12 NOTICES

(1) *Publication.* All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to be validly given on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication). [*In the case of Notes which are listed on the Luxembourg Stock Exchange, the following applies:* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.]

(2) *Notification to Clearing System.* [*In the case of Notes which are unlisted, the following applies:* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was validly given to the Clearing System.] [*In the case of Notes which are listed on the Luxembourg Stock Exchange, the following applies:* So long as any Notes are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication on the website (www.bourse.lu) set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

(3) *Form of Notice of Holders.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form in the German or English language to be sent together with an evidence of the Holder's entitlement in accordance with § 14(3) to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 13 AMENDMENTS TO THE TERMS AND CONDITIONS BY RESOLUTION OF THE NOTEHOLDERS; HOLDERS' REPRESENTATIVE

(1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders on amendments to the Terms

§ 12 MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger veröffentlicht. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Kalendertag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt. [*Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, ist folgendes anwendbar:* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

(2) *Mitteilungen an das Clearing System.* [*Im Fall von Schuldverschreibungen, die nicht notiert sind, ist folgendes anwendbar:* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern wirksam mitgeteilt.] [*Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, ist folgendes anwendbar:* Solange Schuldverschreibungen an der offiziellen Liste der Luxemburger Börse notiert und zum Handel am geregelten Markt der Luxemburger Börse zugelassen sind, findet Absatz 1 Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse es zulassen, kann die Emittentin eine Veröffentlichung auf der Website (www.bourse.lu) nach Absatz 1 durch eine Mitteilung an das Clearing System zur Weiterleitung und die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern wirksam mitgeteilt.]

(3) *Form der Mitteilung der Gläubiger.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. eMail oder Fax) oder schriftlich in deutscher oder englischer Sprache erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz 3 an die Emissionsstelle geschickt werden. Eine solche Mitteilung kann über das Clearing System in der von der Emissionsstelle und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 13 ÄNDERUNG DER ANLEIHEBEDINGUNGEN DURCH BESCHLUSS DER ANLEIHEGLÄUBIGER; GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Die Emittentin kann gemäß §§ 5 ff. des Gesetzes über

and Conditions by virtue of a majority resolution of the Holders pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* - "**SchVG**"), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 para. 3 of the SchVG, but excluding a substitution of the Issuer, which is exclusively subject to the provisions in § 10, by resolutions passed by such majority of the votes of the Holders as stated under § 13(2) below. A duly passed majority resolution shall be binding upon all Holders. A majority resolution of the Holders which does not provide for identical conditions for all Holders is void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 para. 3 numbers 1 through 9 of the SchVG, may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a "**Qualified Majority**").

(3) *Resolutions of Holders.* Resolutions of the Holders shall be passed at the election of the Issuer by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 of the SchVG or in a Holders' meeting in accordance with section 9 of the SchVG. Holders holding Notes in the total amount of 5 per cent. of the outstanding principal amount of the Notes may request, in writing, the holding of a vote pursuant to section 9 of the SchVG. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide for the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Holders together with the request for voting.

(4) *Voting rights.* Holders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Custodian in accordance with § 14(3) hereof and by submission of a blocking instruction by the Custodian for the benefit of

Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") in seiner jeweils geltenden Fassung mit den Anleihegläubigern Änderungen an den Anleihebedingungen vereinbaren, wenn die Anleihegläubiger einen entsprechenden Beschluss gefasst haben. Hierbei können die Anleihegläubiger durch Beschluss der in Absatz 2 genannten Mehrheit insbesondere Änderungen zustimmen, welche den Charakter der Anleihebedingungen wesentlich verändern, einschließlich der in § 5 Abs. 3 SchVG genannten Maßnahmen, aber mit Ausnahme der Ersetzung der Emittentin, welche ausschließlich den Bestimmungen von § 10 unterliegt. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn, die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Vorbehaltlich der Bestimmungen des folgenden Satzes und vorausgesetzt, die Anforderungen an das Quorum sind erfüllt, können die Anleihegläubiger Beschlüsse mit einfacher Mehrheit der abgegebenen Stimmen fassen. Beschlüsse, welche den Charakter der Anleihebedingungen wesentlich verändern, insbesondere in den Fällen des § 5 Abs. 3 Nrn. 1 bis 9 SchVG, bedürfen der qualifizierten Mehrheit von mindestens 75% der abgegebenen Stimmen (die "**Qualifizierte Mehrheit**").

(3) *Beschlüsse der Anleihegläubiger.* Beschlüsse der Anleihegläubiger können nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung, wie sie in § 18 SchVG vorgesehen ist, oder im Wege einer Gläubigerversammlung, wie sie in § 9 SchVG vorgesehen ist, gefasst werden. Anleihegläubiger, die insgesamt 5% des ausstehenden Nennbetrages der Schuldverschreibungen halten, können schriftlich das Abhalten einer Abstimmung verlangen, § 9 SchVG. Die Abstimmung wird von einem Notar geleitet, der von der Emittentin bestimmt wird oder, wenn der gemeinsame Vertreter, wie untenstehend definiert, die Abstimmung anberaumt hat, vom gemeinsamen Vertreter. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter enthält weitere Ausführungen hinsichtlich der zu fassenden Beschlüsse und der Abstimmungsmodalitäten. Der Gegenstand der Abstimmung sowie die vorgeschlagenen Beschlüsse werden den Anleihegläubigern zusammen mit der Aufforderung zur Stimmabgabe bekannt gegeben.

(4) *Stimmrecht.* Anleihegläubiger müssen den Nachweis ihrer Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch eine Bescheinigung der Depotbank, wie in § 14 (3) geregelt und die Vorlage einer Sperranweisung der

the Paying Agent as depository (*Hinterlegungsstelle*) for the voting period.

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

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

(6) *Publication.* Any notices concerning this § 13 shall be made in accordance with sections 5 et seqq. of the SchVG and § 12 hereof.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

depotführenden Bank zugunsten der Zahlstelle als Hinterlegungsstelle für den Zeitraum der Stimmabgabe nachweisen.

(5) *Gemeinsamer Vertreter.* [**Im Fall, dass kein Gemeinsamer Vertreter in den Anleihebedingungen der Schuldverschreibungen bestimmt ist, ist folgendes anwendbar:** Die Anleihegläubiger können durch Mehrheitsbeschluss einen gemeinsamen Vertreter (**der "Gemeinsame Vertreter"**) bestellen oder abberufen, die Pflichten, Verantwortlichkeiten und Rechte eines solchen Gemeinsamen Vertreters festlegen, die Übertragung der Rechte der Anleihegläubiger auf den Gemeinsamen Vertreter sowie die Haftungsbegrenzung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn der Gemeinsame Vertreter in Übereinstimmung mit § 13 (2) autorisiert ist, einer wesentlichen Änderung des Charakters der Anleihebedingungen zuzustimmen.]

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

(6) *Veröffentlichung.* Alle Bekanntmachungen diesen § 13 betreffend werden in Übereinstimmung mit den §§5 ff. SchVG und § 12 dieser Anleihebedingungen getätigt.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

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

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main.

The local court (*Amtsgericht*) in Frankfurt am Main shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG. The district court (*Landgericht*) in Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders SchVG in accordance with section 20 para. 3 of the SchVG.

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

§ 15 LANGUAGE

[If the Terms and Conditions are to be in the German language with an English language translation, the following applies:

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and

Das Amtsgericht Frankfurt am Main ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG. Das Landgericht Frankfurt am Main ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

(3) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage wahrzunehmen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Rechtsstreit erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15 SPRACHE

[Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist folgendes anwendbar:

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

binding. The English language translation is provided for convenience only.]

[If the Terms and Conditions are to be in the English language with a German language translation, the following applies:

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

[If the Terms and Conditions are to be in the English language only, the following applies:

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

[In the case of Notes which are to be publicly offered, in whole or in part, in the Federal Republic of Germany or distributed, in whole or in part, to nonprofessional investors in the Federal Republic of Germany with English language Conditions, the following applies:

Eine deutsche Übersetzung der Anleihebedingungen wird bei der bezeichneten Geschäftsstelle der Emissionsstelle [sowie bei der bezeichneten Geschäftsstelle [der] [einer jeden] Zahlstelle] zur kostenlosen Ausgabe bereitgehalten.]

Die Übersetzung in die englische Sprache ist unverbindlich.]

[Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist folgendes anwendbar:

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

[Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist folgendes anwendbar:

Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

In case of Notes admitted to trading on the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In case of Notes listed on any other stock exchange or publicly offered in one or more member states of the European Economic Area other than Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Issuer (www.kiongroup.com).

¹[**MiFID II Product Governance** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,][and] professional clients [only/and retail clients], each as defined in Directive 2014/65/EU (as amended, "**MiFID II**") [and [•]]; **[EITHER**²: and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]³] **[OR**⁴: (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]⁵.]

¹[**MIFID II PRODUKTÜBERWACHUNGSPFLICHTEN** – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen geeignete Gegenparteien und professionelle Kunden, jeweils im Sinne der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, "**MiFID II**"), umfasst [und [•]]; **[ENTWEDER**²: und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen angemessen sind, einschließlich Anlageberatung, Portfolio-Management, Verkäufe ohne Beratung und reine Ausführungsdienstleistungen]³] **[ODER**⁴: und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an professionelle Investoren und geeignete Gegenparteien angemessen sind, und (iii) die folgenden Kanäle für den Vertrieb der Schuldverschreibungen an Privatkunden geeignet sind - Anlageberatung[,/ und] Portfolioverwaltung[,/ und][nicht beratene Verkäufe][und reine Ausführungsdienstleistungen][, vorbehaltlich der Eignungs- und Angemessenheitsverpflichtungen des Vertriebspartners gemäß MiFID II, soweit anwendbar]. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein "**Vertriebsunternehmen**") soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches MiFID II unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen und angemessene Vertriebskanäle, zu bestimmen[, vorbehaltlich der Eignungs- und Angemessenheitsverpflichtungen des Händlers gemäß MiFID II, sofern anwendbar]⁵.]

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or in the United Kingdom ("UK"). For these purposes, a retail investor means a

¹ Include this legend if parties have determined a target market.

Diese Erklärung einfügen, wenn die Parteien einen Zielmarkt bestimmt haben.

² Include for Notes that are not ESMA complex pursuant to the ESMA Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the "**ESMA Guidelines**") (i.e. Notes the Terms and Conditions of which do not provide for a put and/or call right). *Einfügen für Schuldverschreibungen, die nach den ESMA Leitlinien zu komplexen Schuldtiteln und strukturierten Einlagen (ESMA/2015/1787) (die "**ESMA Leitlinien**") nicht ESMA komplex sind (d.h., Schuldverschreibungen deren Anleihebedingungen keine Kündigungsrechte seitens der Emittentin und/oder der Anleihegläubiger enthalten).*

³ This list may not be necessary for Notes that are not ESMA complex pursuant to the ESMA Guidelines. It reflects the list used in the examples in the ESMA Guidelines.

Die Aufzählung ist für Schuldverschreibungen, die nach den ESMA Leitlinien nicht ESMA komplex sind, möglicherweise nicht erforderlich.

⁴ Include for Notes that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Notes constitute "complex" products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

Einfügen im Fall von Schuldverschreibungen, die nach den ESMA Leitlinien ESMA komplex sind. Diese Liste muss gegebenenfalls angepasst werden, z.B. wenn Anlageberatung für erforderlich gehalten wird. Im Fall der Anlageberatung ist die Bestimmung der Geeignetheit und Angemessenheit notwendig. Wenn die Schuldverschreibungen "komplexe" Produkte sind, ist außerdem die bloße Ausführung von Kundenaufträgen von Privatanlegern ohne Bestimmung der Angemessenheit nach Art. 25(3) MiFID II nicht zulässig.

⁵ If there are advised sales, a determination of suitability will be necessary.

Im Fall von Beratungsverkäufen ist eine Angemessenheitsprüfung erforderlich.

person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]⁶

[VERBOT DES VERKAUFS AN KLEINANLEGER IM EUROPÄISCHEN WIRTSCHAFTSRAUM UND IM VEREINIGTEN KÖNIGREICH – Die Schuldverschreibungen sind nicht zum Angebot, zum Verkauf oder zur sonstigen Zurverfügungstellung an Kleinanleger im Europäischen Wirtschaftsraum ("EWR") oder im Vereinigten (das „Vereinigte Königreich" oder "UK") bestimmt und sollten Kleinanlegern im EWR oder im Vereinigten Königreich nicht angeboten, nicht an diese verkauft und diesen auch nicht in sonstiger Weise zur Verfügung gestellt werden. Für die Zwecke dieser Bestimmung bezeichnet der Begriff Kleinanleger eine Person, die eines (oder mehrere) der folgenden Kriterien erfüllt: (i) sie ist ein Kleinanleger im Sinne von Artikel 4 Abs. 1 der Verordnung 2014/65/EU ("MiFID II"); oder (ii) sie ist ein Kunde im Sinne der Richtlinie 2016/97/EU, soweit dieser Kunde nicht als professioneller Kunde im Sinne von Artikel 4 Abs. 1 MiFID II gilt; oder (iii) sie ist kein qualifizierter Anleger im Sinne der Verordnung (EU) 2017/1129 ("Prospektverordnung"). Überdies wurde kein nach der Verordnung (EU) Nr. 1286/2014 (die "PRIIPs-Verordnung") erforderliches Basisinformationsblatt für das Angebot oder den Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR oder im Vereinigten Königreich erstellt; daher kann das Angebot oder der Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR oder im Vereinigten Königreich nach der PRIIPs-Verordnung rechtswidrig sein.]⁶

[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (AS AMENDED, THE "SFA") – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined the classification of the Notes to be capital markets products other than: (a) "prescribed capital markets products" (as defined in the CMP Regulations 2018) and (b) "Excluded Investment Products" (as defined in the Monetary Authority of Singapore (the "MAS") Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁷

[MITTEILUNG GEMÄß ABSCHNITT 309B(1)(c) DES SECURITIES AND FUTURES ACT (KAPITEL 289) VON SINGAPUR (IN DER JEWEILS GÜLTIGEN FASSUNG, DAS "SFA") – In Verbindung mit Abschnitt 309B des SFA und den Securities and Futures (Capital Markets Products) Regulations 2018 von Singapur (die "CMP Regulations 2018") hat die Emittentin die Klassifizierung der Schuldverschreibungen als Kapitalmarktprodukte festgelegt, sofern sie weder (a) "vorgeschriebene Kapitalmarktprodukte" (wie in den CMP-Vorschriften 2018 definiert), noch (b) "ausgeschlossene Anlageprodukte" sind (wie in der Mitteilung SFA 04-N12: Mitteilung über den Verkauf von Anlageprodukten der Monetary Authority of Singapore (die "MAS") und der MAS-Mitteilung FAA-N16: Mitteilung über Empfehlungen zu Anlageprodukten der Monetary Authority of Singapore (die "MAS") definiert).]⁷

⁶ Include this legend if "Applicable" is specified in Part II. C.4 of the Final Terms regarding item "Prohibition of Sales to Retail Investors in the EEA or in the UK".

Diese Erklärung einfügen, wenn "Anwendbar" im Teil II. C.4 der Endgültigen Bedingungen im Hinblick auf den Punkt "Verbot des Verkaufs an EWR- und UK-Privatanleger" ausgewählt wurde.

⁷ To be included if the Notes: (a) do not constitute prescribed capital markets products as defined under the CMP Regulations 2018 and (b) will be offered in Singapore.

Einzufügen, falls die Schuldverschreibungen (a) keine prescribed capital markets products gemäß den CMP-Verordnungen 2018 sind und (b) in Singapur angeboten werden.

FORM OF FINAL TERMS
(MUSTER — ENDGÜLTIGE BEDINGUNGEN)

[Date]
[Datum]

Final Terms
Endgültige Bedingungen

KION GROUP AG
LEI [●]

[Title of relevant Series of Notes]
[Bezeichnung der betreffenden Serie der Schuldverschreibungen]

Series: [●], Tranche [●]
Serien: [●], Tranche [●]

issued pursuant to the
begeben aufgrund des

EUR 3,000,000,000
Programme for the Issuance of Debt Instruments

dated 10 September 2020]
vom 10. September 2020

Issue Price: [●] per cent
Ausgabepreis: [●] %

Issue Date: [●]⁸
Tag der Begebung: [●]⁷

Important Notice

These are the Final Terms of an issue of Notes under the EUR 3,000,000,000 Debt Issuance Programme of KION GROUP AG (the "**Programme**"). These Final Terms have been prepared for the purpose of Article 8(5) in conjunction with Article 25(4) of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017, as amended, and must be read in conjunction with the base prospectus pertaining to the Programme dated 10 September 2020 [and the supplement(s) dated [●]] (the "**Prospectus**"). The Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of KION GROUP AG (www.kiongroup.com) and copies may be obtained from KION GROUP AG. Full information is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of Notes is annexed to these Final Terms.]⁹

Wichtiger Hinweis

*Diese Endgültigen Bedingungen enthalten Angaben zur Emission von Schuldverschreibungen unter dem EUR 3.000.000.000 Debt Issuance Programme der KION GROUP AG (das **Programm**). Diese Endgültigen Bedingungen wurden für die Zwecke von Artikel 8 Abs. 5 i.V.m. Artikel 25 Abs. 4 der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017, abgefasst und sind in Verbindung mit dem Basisprospekt vom 10. September 2020 über das Programm [und [dem Nachtrag][den Nachträgen] dazu vom [●]] zu lesen (der "**Prospekt**"). Der Prospekt sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und der Internetseite der KION GROUP AG (www.kiongroup.com) eingesehen werden. Kopien sind erhältlich bei KION GROUP AG. Vollständige Informationen sind nur verfügbar, wenn die Endgültigen Bedingungen, der Prospekt, etwaige Nachträge dazu zusammengenommen werden. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]⁸*

⁸ The Issue Date is the date of payment and settlement of the Notes. In the case of free delivery, the Issue Date is the delivery date.
Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

⁹ Only applicable in case of specified denomination of less than EUR 100,000.
Nur anwendbar, falls der festgelegte Nennbetrag geringer als EUR 100.000 ist.

PART I – TERMS AND CONDITIONS

TEIL I – ANLEIHEBEDINGUNGEN

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, the following applies:

A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) und Vervollständigung der betreffenden Leerstellen bestimmt werden, einfügen:

The Conditions applicable to the Notes (the "**Conditions**") [and the [German] [English] language translation thereof,] are as set out below.

Die für die Schuldverschreibungen geltenden Bedingungen (die "**Bedingungen**") [sowie die [deutschsprachige][englischsprachige] Übersetzung] sind wie nachfolgend aufgeführt.

[in case of Notes with fixed interest rates replicate here relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit fester Verzinsung hier betreffende Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes with floating interest rates replicate here relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit variabler Verzinsung hier betreffende Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, the following applies:

B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to [Notes] [with fixed interest rates] [with floating interest rates] (the "**Terms and Conditions**") set forth in the Prospectus as [Option I] [Option II]. Capitalized terms not otherwise defined herein shall have the meanings specified in the set of Terms and Conditions.

Dieser Teil I der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf [Schuldverschreibungen] [mit fester Verzinsung] [mit variabler Verzinsung] Anwendung findet (die "**Anleihebedingungen**"), zu lesen, die als [Option I] [Option II] im Prospekt enthalten ist. Begriffe, die in dem Satz der Anleihebedingungen definiert sind, haben, falls die Endgültigen Bedingungen nicht etwas anderes bestimmen, dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.

All references in this part of the Final Terms to numbered Articles and subparagraphs are to Articles and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

The blanks in the provisions of the Terms and Conditions, which are applicable to the Notes, shall be deemed to be completed with the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in the Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes (the "**Conditions**").

Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Emissionsbedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)**WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1)****Currency and Denomination****Währung und Nennbetrag**

Specified Currency

Festgelegte Währung

[•]

Aggregate Principal Amount

[•]

Gesamtnennbetrag

Aggregate Principal Amount in words

[•]

Gesamtnennbetrag in Worten

Issue Price

[•]

Ausgabepreis

Specified Denomination

[•]

Festgelegte Stückelung

Issue Date

[•]

*Begebungstag***Classical Global Note**

[Yes/No]

Classical Global Note

[Ja/Nein]

New Global Note

[Yes/No]

New Global Note

[Ja/Nein]

☐ **TEFRA C****TEFRA C**

Permanent Global Note

Dauerglobalurkunde☐ **TEFRA D****TEFRA D**

Temporary Global Note exchangeable for Permanent Global Note

Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde☐ **Neither TEFRA D nor TEFRA C¹⁰****Weder TEFRA D noch TEFRA C**

Permanent Global Note

*Dauerglobalurkunde***Clearing System**☐ Clearstream Banking AG☐ Clearstream Banking S.A.☐ Euroclear Bank SA/NV☐ Other (specify)*Sonstige (angeben)*

[•]

INTEREST (§ 3)**ZINSEN (§ 3)**☐ **Fixed Rate Notes (Option I [A][B])****Festverzinsliche Schuldverschreibungen (Option I [A][B])**

Rate of Interest and Interest Payment Dates

Zinssatz und Zinszahlungstage

Rate of Interest

[•] per cent. per annum

Zinssatz

[•] % per annum

¹⁰ Applicable only if Notes have an initial maturity of one year or less. Under the Luxembourg Law on Prospectuses for Securities which implements the Prospectus Directive, prospectuses relating to money market instruments having a maturity at issue of less than 12 months and complying also with the definition of securities are not subject to the approval provisions of Part II of such law.

Nur anwendbar bei Schuldverschreibungen mit einer ursprünglichen Laufzeit von einem Jahr oder weniger. Nach dem für Wertpapierprospekte geltenden Luxemburger Recht, welches die Wertpapierprospektrichtlinie umsetzt, sind Prospekte, die sich auf Geldmarktinstrumente beziehen, nicht von dem gesetzlichen Zustimmungserfordernis nach Teil 2 erfasst, wenn sie bei der Begebung eine Laufzeit von weniger als zwölf Monaten haben und sie der geltenden Wertpapierdefinition entsprechen.

Interest Commencement Date	[•]
<i>Verzinsungsbeginn</i>	
Fixed Interest Date(s)	[•]
<i>Festzinstermine</i>	
First Interest Payment Date	[•]
<i>Erster Zinszahlungstag</i>	
Initial Broken Amount (per Specified Denomination)	[•]
<i>Anfängliche Bruchteilzinsbetrag (für den festgelegten Nennbetrag)</i>	
Fixed Interest Date preceding the Maturity Date	[•]
<i>Festzinstermine, der dem Fälligkeitstag vorangeht</i>	
Final Broken Amount (per Specified Denomination)	[•]
<i>Abschließende Bruchteilzinsbetrag (für den festgelegten Nennbetrag)</i>	

☐ **Floating Rate Notes (Option II [A][B])¹¹**

Variabel verzinsliche Schuldverschreibungen (Option II [A][B])

Interest Payment Dates	
<i>Zinszahlungstage</i>	
Interest Commencement Date	[•]
<i>Verzinsungsbeginn</i>	
Specified Interest Payment Dates	[•]
<i>Festgelegte Zinszahlungstage</i>	
Specified Interest Period(s)	[•][weeks/months/other-specify]
<i>Festgelegte Zinsperiode (n)</i>	[•][Wochen/Monate/andere – angeben]

Business Day

Geschäftstag

Business Day Convention

Geschäftstagekonvention

☐ Modified Following Business Day Convention	
<i>Modifizierte folgender Geschäftstag-Konvention</i>	
☐ FRN Convention (specify period(s))	[•] [months/other – specify]
<i>FRN Konvention (Zeitraum angeben)</i>	[•] [Monate/andere – angeben]
☐ Following Business Day Convention	
<i>Folgender Geschäftstag-Konvention</i>	
☐ Preceding Business Day Convention	
<i>Vorangegangener Geschäftstag-Konvention</i>	
	[•]

Relevant Financial Centre(s) (specify all)

Relevante(s) Finanzzentren(um) (alle angeben)

Rate of Interest

Zinssatz

☐ Screen Rate Determination	
<i>Bildschirmfeststellung</i>	
☐ EURIBOR (Brussels time/TARGET Business Day/EURIBOR panel/Interbank-Market in the Euro-Zone)	
<i>EURIBOR (Brüsseler Ortszeit/TARGET Geschäftstag/EURIBOR Panel/Interbanken-Markt in der Euro-Zone)</i>	
Screen page	[•]

¹¹ Insert "A" in the case of an increase of an issue of Notes which were originally issued prior to the date of this Prospectus.
 "A" einfügen im Fall der Aufstockung einer Emission von Schuldverschreibungen, die ursprünglich vor dem Datum dieses Prospekts begeben wurde.

☐	<i>Bildschirmseite</i> LIBOR (London time/London Business Day/City of London/London Office/London Interbank Market) <i>LIBOR (Londoner Ortszeit/Londoner Geschäftstag/City of London/Londoner Geschäftsstelle/Londoner Interbankenmarkt)</i> Screen page <i>Bildschirmseite</i>	[•]
☐	SONIA <i>SONIA</i> Screen page <i>Bildschirmseite</i> Interest Determination Date <i>Zinsfestlegungstag</i> Number of [relevant financial centre(s)] Business Days prior to the Variable Interest Payment Date <i>Anzahl der [relevante(s) Finanzzentrum(en)] Geschäftstage vor dem Variablen Zinszahlungstag</i> Observation look-back period ("p") <i>Beobachtungsrückschauzeitraum ("p")</i>	[•] [number of London Business Days]¹² <i>[Anzahl der Londoner Geschäftstage]</i>
☐	SOFR <i>SOFR</i> Interest Determination Date <i>Zinsfestlegungstag</i> Number of [relevant financial centre(s)] Business Days prior to the Variable Interest Payment Date <i>Anzahl der [relevante(s) Finanzzentrum(en)] Geschäftstage vor dem Variablen Zinszahlungstag</i> Observation look-back period ("p") <i>Beobachtungsrückschauzeitraum ("p")</i>	[•] [number of U.S. Government Securities Business Days]¹³ <i>[Anzahl der Geschäftstage für US-Staatsanleihen]</i>
Interest Period		
<i>Zinsperiode</i>		
☐	one month	
	<i>ein Monat</i>	
☐	three months	
	<i>drei Monate</i>	
☐	six months	
	<i>sechs Monate</i>	
☐	twelve months	
	<i>zwölf Monate</i>	
☐	other period to be specified	[•]
	<i>anderer festzulegender Zeitraum</i>	
Margin		[•] per cent. per annum
<i>Marge</i>		<i>[•]% per annum</i>

¹² A minimum of 5 London Business Days is required, unless the Calculation Agent has agreed otherwise.
Mindestens 5 Londoner Geschäftstage erforderlich, es sei denn, mit der Berechnungsstelle wurde etwas anderes vereinbart.

¹³ A minimum of 5 London Business Days is required, unless the Calculation Agent has agreed otherwise.
Mindestens 5 Londoner Geschäftstage erforderlich, es sei denn, mit der Berechnungsstelle wurde etwas anderes vereinbart.

- ☐ plus
Plus
- ☐ minus
Minus
- Interest Determination Date
Zinsfestlegungstag
- ☐ second Business Day [prior to] commencement of Interest Period
zweiter Geschäftstag [vor Beginn] der jeweiligen Zinsperiode
- ☐ other (specify) [•]
sonstige (angeben)
- Reference Banks (if other than as specified in § 3(2)) (specify) [•]
Referenzbanken (sofern abweichend von § 3 Absatz 2) (angeben)
- Minimum and Maximum Rate of Interest
Mindest- und Höchstzinssatz
- ☐ Minimum Rate of Interest [•] per cent. *per annum*
Mindestzinssatz [•]% *per annum*
- ☐ Maximum Rate of Interest [•] per cent. *per annum*
Höchstzinssatz [•]% *per annum*

Day Count Fraction¹⁴

Zinstagequotient

- ☐ Actual/Actual (ICMA Rule 251)
- ☐ annual interest payment (excluding the case of short or long coupons)
jährliche Zinszahlung (ausschließlich des Falls von kurzen oder langen Kupons)
- ☐ annual interest payment (including the case of short coupons)
jährliche Zinszahlung (einschließlich des Falls von kurzen Kupons)
- ☐ two or more constant interest periods within an interest year (including the case of short coupons)
zwei oder mehr gleichbleibende Zinsperioden (einschließlich des Falls von kurzen Kupons)
- ☐ calculation period is longer than one reference period (long coupon)
Zinsberechnungszeitraum ist länger als eine Bezugsperiode (langer Kupon)
- ☐ reference period
Bezugsperiode
- Deemed Interest Payment Date []
Fiktiver Zinszahlungstag
- ☐ Actual/365 (Fixed)
- ☐ Actual/360
- ☐ 30/360 or 360/360 (Bond Basis)
- ☐ 30E/360 (Eurobond Basis)

PAYMENTS (§ 4)

ZAHLUNGEN (§ 4)

Payment Business Day

Zahlungstag

- ☐ Relevant Financial Centre(s) (specify all) [•]
Relevante(s) Finanzzentrum (en) (alle angeben)
- ☐ TARGET
TARGET

¹⁴ Complete for all Notes.
Für alle Schuldverschreibungen.

REDEMPTION (§ 5)**RÜCKZAHLUNG (§ 5)****Redemption at Maturity****Rückzahlung bei Endfälligkeit**

Maturity Date [•]

Fälligkeitstag

Redemption Month and Year [•]

*Rückzahlungsmonat und Jahr***Early Redemption****Vorzeitige Rückzahlung****Early Redemption at the Option of the Issuer at the Early Call Redemption Amount¹⁵** [Yes/No]**Vorzeitige Rückzahlung nach Wahl der Emittentin zum Vorzeitigen Wahl-Rückzahlungsbetrag** [Ja/Nein]

Reference Bond and securities identification number [•]

Referenzschuldverschreibung und Wertpapierkennnummer

Maturity date of Reference Bond [•]

Fälligkeitsdatum der Referenzschuldverschreibung

Discount Rate [•]

Diskontierungsrate

Screen Page [•]

Bildschirmseite

Time of the relevant financial centre [•]

*Zeit im relevanten Finanzzentrum*Minimum Notice to Holders¹⁶ [•]*Mindestkündigungsfrist für Gläubiger*

Maximum Notice to Holders [•]

*Höchstkündigungsfrist für Gläubiger***Early Redemption at the Option of the Issuer on Call Redemption Date(s) or Call Redemption Period(s)¹⁷** [Yes/No]
[Ja/Nein]**Vorzeitige Rückzahlung nach Wahl der Emittentin an/am Wahl-Rückzahlungstag(e) (Call) oder Wahl-Rückzahlungsperiode(n) (Call)**☐ Call Redemption Date(s) [•]*Wahl-Rückzahlungstag(e) (Call)* [•]☐ Call Redemption Period(s) [•]*Wahl-Rückzahlungsperiode(n) (Call)* [•]☐ Call Redemption Amount(s) [•]*Wahl-Rückzahlungsbetrag/-beträge (Call)* [•]**Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice¹⁸** [Yes/No]**Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung** [Ja/Nein]☐ Trigger Call Redemption Amount []
*Ereignis-Wahl-Rückzahlungsbetrag*¹⁵ Complete only for Fixed Rate Notes.*Nur für festverzinsliche Schuldverschreibungen.*¹⁶ Euroclear requires a minimum notice period of five Business Days.*Euroclear verlangt eine Mindest-Kündigungsfrist von fünf Geschäftstagen.*¹⁷ Complete for Fixed Rate Notes.*Für festverzinsliche Schuldverschreibungen auszufüllen.*¹⁸ Complete for fixed rate Notes.*Für fest verzinsliche Schuldverschreibungen auszufüllen*

☐	Transaction Notice Period <i>Transaktionskündigungsfrist</i>	from [issue date] to [date end of period] vom [Begebungstag] bis zum [Datum Ende des Zeitraums]
☐	Description of transaction in respect of which the Notes are issued for refinancing purposes <i>Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden</i>	[specify details] [Einzelheiten einfügen]
Early Redemption at the Option of the Issuer at Final Redemption Amount¹⁹ Vorzeitige Rückzahlung nach Wahl der Emittentin zum Rückzahlungsbetrag		[Yes/No] [Ja/Nein]
Interest payment date [number] year[s] after the Interest Commencement Date and each Interest Payment Date thereafter <i>Zinszahlungstag [Zahl] Jahr[e] nach dem Verzinsungsbeginn und an jedem Zinszahlungstag danach</i>		
Minimum Notice to Holders ²⁰ <i>Mindestkündigungsfrist für Gläubiger</i>		[•]
Maximum Notice to Holders <i>Höchstkündigungsfrist für Gläubiger</i>		[•]
Early Redemption at the Option of a Holder²¹ Vorzeitige Rückzahlung nach Wahl des Gläubigers		[Yes/No] [Ja/Nein]
Put Redemption Date(s) <i>Wahlrückzahlungstag(e) (Put)</i>		[•]
Put Redemption Amount(s) <i>Wahlrückzahlungsbetrag/-beträge (Put)</i>		[•]
Minimum Notice to Issuer ²² <i>Mindestkündigungsfrist für Emittentin</i>		[•] days [•] Tage
Maximum Notice to Issuer (not more than 60 days) <i>Höchstkündigungsfrist für Emittentin (nie mehr als 60 Tage)</i>		[•] days [•] Tage
Early Redemption as a result of a Change of Control²³ Vorzeitige Rückzahlung im Falle eines Kontrollwechsels		[Yes/No] [Ja/Nein]
Rating downgrade <i>Ratingherabstufung</i>		[applicable/not applicable] [anwendbar/nicht anwendbar]
Early Redemption Amount Vorzeitiger Rückzahlungsbetrag		
Early Redemption Amount <i>Vorzeitiger Rückzahlungsbetrag</i>		[•]
Reference Price <i>Referenzpreis</i>		[•]
Amortization Yield <i>Emissionsrendite</i>		[•]
THE FISCAL AGENT[,] [AND] THE PAYING AGENT [AND] [THE CALCULATION AGENT] (§ 6) DIE EMISSIONSSTELLE[,] [UND] DIE ZAHLSTELLE [UND] DIE BERECHNUNGSSTELLE (§ 6)		[•]

¹⁹ Complete for floating rate Notes.

Für variabel verzinsliche Schuldverschreibungen auszufüllen.

²⁰ Euroclear requires a minimum notice period of five Business Days.

Euroclear verlangt eine Mindest-Kündigungsfrist von fünf Geschäftstagen.

²¹ Complete for Fixed Rate Notes.

Für festverzinsliche Schuldverschreibungen auszufüllen.

²² Euroclear requires a minimum notice period of five Business Days.

Euroclear verlangt eine Mindest-Kündigungsfrist von fünf Geschäftstagen.

²³ Complete for all Notes.

Für alle Schuldverschreibungen auszufüllen.

Calculation Agent/specified office²⁴ [•]
Berechnungsstelle/bezeichnete Geschäftsstelle
 Required location of Calculation Agent (specify) [•]
Vorgeschriebener Ort für Berechnungsstelle(angeben)

NOTICES (§ 12)

MITTEILUNGEN (§ 12)

Place and medium of publication
Ort und Medium der Bekanntmachung

- ☐ Website of the Luxembourg Stock Exchange (www.bourse.lu)
Internetseite der Luxemburger Börse (www.bourse.lu)
- ☐ Clearing System
Clearing System

GERMAN BOND ACT (§ 13)

SCHULDVERSCHREIBUNGSGESETZ (§ 13)

Qualified Majority [specify percentage]
Qualifizierte Mehrheit [Prozentsatz angeben]

- ☐ Appointment of a Holders' Representative by resolution passed by Holders and not in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubiger und nicht in den Anleihebedingungen
- ☐ Appointment of a Holders' Representative in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger in den Anleihebedingungen

Name and address of the Holders' Representative [specify details]
Name und Anschrift des gemeinsamen Vertreters [Einzelheiten einfügen]

LANGUAGE OF THE TERMS AND CONDITIONS²⁵

SPRACHE DER ANLEIHEBEDINGUNGEN

- ☐ German and English (German binding)
Deutsch und Englisch (deutscher Text maßgeblich)
- ☐ English and German (English binding)
Englisch und Deutsch (englischer Text maßgeblich)
- ☐ English only
ausschließlich Englisch
- ☐ German only²⁶
ausschließlich Deutsch

²⁴ Not to be completed if Fiscal Agent is to be appointed as Calculation Agent.

Nicht auszufüllen, falls Emissionsstelle als Berechnungsstelle bestellt werden soll.

²⁵ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form sold and distributed on a syndicated basis, German will be the controlling language. In the case of Notes publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-professional investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-professional investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and KION GROUP AG.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Schuldverschreibungen maßgeblich sein wird, die auf syndizierter Basis verkauft und vertrieben werden. Falls Inhaberschuldverschreibungen insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht berufsmäßige oder gewerbliche Investoren in der Bundesrepublik Deutschland verkauft werden, wird die deutsche Sprache maßgeblich sein. Falls es bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht berufsmäßige oder gewerbliche Investoren die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei den Hauptniederlassungen der Emissionsstelle und der KION GROUP AG erhältlich sein.

²⁶ Use only in the case of Notes not publicly offered and/or not intended to be listed on any regulated market within the European Economic Area.

Nur im Fall Schuldverschreibungen zu nutzen, die nicht öffentlich angeboten und nicht am regulierten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden sollen.

PART II – ADDITIONAL INFORMATION²⁷
Teil II.: ZUSÄTZLICHE INFORMATIONEN

A. Essential Information
Grundlegende Angaben

Interests of Natural and Legal Persons involved in the Issue/Offer

Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind

☐ So far as the Issuer

is aware, no person involved in the offer of the Notes has an interest material to the offer, except that certain Dealers and their affiliates may be customers of, and borrowers from the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

Nach Kenntnis der Emittentin bestehen bei den an der Emission beteiligten Personen keine Interessen, die für das Angebot bedeutsam sind, außer, dass bestimmte Platzeure und mit ihnen verbundene Unternehmen Kunden von und Kreditnehmer der Emittentin und mit ihr verbundener Unternehmen sein können. Außerdem sind bestimmte Platzeure an Investment Banking-Transaktionen und/oder Commercial Banking-Transaktionen mit der Emittentin beteiligt, oder könnten sich in Zukunft daran beteiligen, und könnten im gewöhnlichen Geschäftsverkehr Dienstleistungen für die Emittentin und mit ihr verbundenen Unternehmen erbringen.

☐ Other interest

Andere Interessen

[Specify details]

[Einzelheiten einfügen]

Reasons for the offer and use of proceeds

Gründe für das Angebot und Verwendung der Erträge

☐ [Specify details]

[Einzelheiten einfügen]

Reasons for the offer to the public or for the admission to trading²⁸
Gründe für das öffentliche Angebot oder die Zulassung zum Handel

[Specify details]

[Einzelheiten einfügen]

Use and estimated net amount of proceeds²⁹
Zweckbestimmung und geschätzter Nettobetrag der Erträge

[Specify details]

[Einzelheiten einfügen]

Estimated total expenses of the issue³⁰
Geschätzte Gesamtkosten der Emission

[]

²⁷ There is no obligation to complete Part II of the Final Terms in its entirety in case of Notes with a Specified Denomination of at least EUR 100,000 or its equivalent in any other currency, provided that such Notes will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

Es besteht keine Verpflichtung, Teil II der Endgültigen Bedingungen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000 oder dem Gegenwert in einer anderen Währung vollständig auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

²⁸ See paragraph "Use of Proceeds" in the Prospectus. If reasons for the offer are different from the disclosure in the Prospectus include those reasons here. Not to be completed in case of Notes with a Specified Denomination of at least EUR 100,000.

Siehe Abschnitt "Use of Proceeds" im Prospekt. Sofern die Gründe für das Angebot von den im Prospekt beschriebenen abweichen, sind die Gründe hier anzugeben. Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

²⁹ If proceeds are intended for more than one principal use will need to split up and present in order of priority. *Sofern die Erträge für verschiedene wichtige Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.*

³⁰ Not to be completed in case of Notes with a Specified Denomination of at least EUR 100,000. *Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.*

Eurosystem eligibility³¹

EZB-Fähigkeit

Intended to be held in a manner which would allow Eurosystem eligibility
Soll in EZB-fähiger Weise gehalten werden

[Yes/No/Not
applicable]

[Note that the designation "yes" in the case of an NGN means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[Ja/Nein/Nicht
anwendbar]

[Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes in the case of an NGN may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Es wird darauf hingewiesen, dass "ja" im Fall einer NGN hier lediglich bedeutet, dass die Schuldverschreibungen nach ihrer Begebung bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden; es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

[Auch wenn die Bezeichnung mit Datum dieser Endgültigen Bedingungen "nein" lautet, sollten die Zulassungskriterien des Eurosystems sich zukünftig dergestalt ändern, dass die Schuldverschreibungen diese erfüllen können, könnten die Schuldverschreibungen im Fall einer NGN dann bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden. Es wird darauf hingewiesen, dass dies jedoch nicht notwendigerweise bedeutet, dass die Schuldverschreibungen dann zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

B. Information concerning the securities to be offered /admitted to trading

Informationen über die anzubietenden bzw. zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers

Wertpapier-Kenn-Nummern

Common Code

[]

Common Code

ISIN Code

[]

ISIN Code

German Securities Code

[]

Wertpapier-Kenn-Nummer (WKN)

CFI

³¹ Select "Yes" if the Notes are in NGN form and are to be kept in custody by an ICSD as common safekeeper. Select "No" if the Notes are in NGN form and are to be kept in custody by the common service provider as common safekeeper. Select "Not applicable" if the Notes are in CGN form.

"Ja" wählen, falls die Schuldverschreibungen in Form einer NGN begeben und von einem ICSD als common safekeeper gehalten werden sollen. "Nein" wählen, falls die Schuldverschreibungen in Form einer NGN begeben und vom common service provider als common safekeeper gehalten werden sollen. "Nicht anwendbar" wählen, falls die Schuldverschreibungen in Form einer CGN begeben werden.

Einstufung des Finanzinstruments

FISN

Kurzname des Finanzinstruments

Any other securities number

[]

Sonstige Wertpapierkennnummer

Historic Interest Rates and further performance as well as volatility³²

Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

Details of historic [EURIBOR][LIBOR][SONIA][SOFR] rates

and the future performance as well as their volatility

can be obtained (not free of charge) by electronic means

from

Reuters [EURIBOR01][LIBOR01]

Einzelheiten zu vergangenen [EURIBOR][LIBOR][SONIA][SOFR] Sätzen

und Informationen über künftige Wertentwicklungen sowie ihre Volatilität

können (nicht kostenfrei) auf elektronischem Weg abgerufen werden

unter

Reuters [EURIBOR01][LIBOR01]

Description of any market disruption or settlement disruption events

that effect the [EURIBOR][LIBOR][SONIA][SOFR] rates

[Not applicable][Please see § 3 of
the Terms and Conditions]

Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder

der Abrechnung bewirken und die [EURIBOR][LIBOR][SONIA][SOFR] Sätze beeinflussen

[Nicht anwendbar][Bitte siehe § 3

der Anleihebedingungen]

Yield to final maturity³³

[]

Rendite bei Endfälligkeit

Representation of debt security holders including an identification

of the organization representing the investors and provisions applying

to such representation. Indication of the website where the public may have

free access to the contracts relation to these forms of representation³⁴

[Not applicable][Specify details]

Vertretung der Schuldtitelinhaber unter Angabe der die

Anleger vertretenden Organisation und der für diese Vertretung

geltenden Bestimmungen. Angabe der Internetseite, auf der die

Öffentlichkeit die Verträge, die diese Repräsentationsformen regeln,

kostenlos einsehen kann

[Nicht anwendbar][Einzelheiten einfügen]

Resolutions, authorisations and approvals by virtue

of which the Notes will be created

Beschlüsse, Ermächtigungen und Genehmigungen, welche die

Grundlage für die Schaffung der Schuldverschreibungen bilden

If different from the issuer, the identity and contact details of the offeror

of the Notes and/or the person asking for admission to trading,

including the legal entity identifier (LEI), if any

[Specify details]

Sofern Anbieter und Emittent nicht identisch sind, Angabe der Identität,

der Kontaktdaten des Anbieters der Schuldtitel

und/oder der die Zulassung zum Handel beantragenden Person

einschließlich der Rechtsträgerkennung (LEI), wenn vorhanden.

[Einzelheiten einfügen]

³² Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000.

Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

³³ Only applicable for Fixed Rate Notes.

Nur für festverzinsliche Schuldverschreibungen anwendbar.

³⁴ Specify further details in the case a Holders' Representative will be appointed in § 13 of the Conditions.

Weitere Einzelheiten für den Fall einfügen, dass § 13 der Bedingungen einen Gemeinsamen Vertreter bestellt.

C. Terms and conditions of the offer of Notes to the public³⁵	[Not applicable]
Bedingungen und Konditionen des öffentlichen Angebots von Schuldverschreibungen	[Nicht anwendbar]
C.1 Conditions, offer statistics, expected timetable and action required to apply for the offer <i>Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung</i>	
Conditions to which the offer is subject <i>Bedingungen, denen das Angebot unterliegt</i>	[Specify details] [Einzelheiten einfügen]
Total amount of the issue/offer/arrangements and time for announcing it to the public <i>Gesamtsumme der Emission/des Angebots/ Vereinbarungen und Zeitpunkt für Ankündigung an das Publikum</i>	
Time period, including any possible amendments, during which the offer will be open and description of the application process <i>Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots</i>	[Specify details] [Einzelheiten einfügen]
A description of the possibility to reduce subscriptions and the manner for refunding amounts paid in excess by applicants <i>Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner</i>	[Specify details] [Einzelheiten einfügen]
Details of the minimum and/or maximum amount of the application (whether in number of notes or aggregate amount to invest) <i>Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags</i>	[Specify details] [Einzelheiten einfügen]
Method and time limits for paying up the notes and for delivery of the notes <i>Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung</i>	[Specify details] [Einzelheiten einfügen]
Manner and date in which results of the offer are to be made public <i>Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind</i>	[Specify details] [Einzelheiten einfügen]
The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. <i>Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte</i>	[Specify details] [Einzelheiten einfügen]
C.2 Plan of distribution and allotment <i>Plan für die Aufteilung der Wertpapiere und deren Zuteilung</i>	
If the Offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche <i>Erfolgt das Angebot gleichzeitig auf den Märkten zwei oder mehrerer Ländern und wurde/ wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche</i>	[Specify details] [Einzelheiten einfügen]
Process for notifying applicants of the amount allotted and indication whether dealing may begin before notification is made <i>Verfahren zur Meldung gegenüber den Zeichnern über den zugeteilten Betrag und Angabe, ob eine Aufnahme des Handels vor der Meldung möglich ist</i>	[Specify details] [Einzelheiten einfügen]
C.3 Pricing	

³⁵ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Kursfeststellung

Expected price at which the Notes will be offered [Not applicable] [Issue Price] [Specify details]
Preis zu dem die Schuldverschreibungen voraussichtlich
angeboten werden [Nicht anwendbar] [Ausgabepreis] [Einzelheiten einfügen]

Amount of expenses and taxes charged to the subscriber / purchaser [Not applicable][Specify details]
Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt
werden [Nicht anwendbar] [Einzelheiten einfügen]

C.4 Placing and underwriting *Platzierung und Übernahme*

Name and address of the co-ordinator(s) of the global offer and of
single parts of the offer and, to the extent known to the Issuer or the
offeror, or the placers in the various countries where the offer takes place []
Name und Anschrift des Koordinators/der Koordinatoren des globalen
Angebots oder einzelner Teile des Angebots – sofern der Emittentin
oder dem Anbieter bekannt – in den einzelnen Ländern des Angebots

Method of distribution
Vertriebsmethode

☐ Non-syndicated
Nicht syndiziert

☐ Syndicated
Syndiziert

Subscription agreement
Übernahmevertrag

Date of subscription agreement []
Datum des Übernahmevertrages

General features of the subscription agreement []
Hauptmerkmale des Übernahmevertrages

Management Details including form of commitment⁽³⁶⁾
Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme

Dealer / Management Group (specify) []
Platzeur / Bankenkonsortium (angeben)

☐ Firm commitment
Feste Zusage

☐ No firm commitment / best efforts arrangements
Ohne feste Zusage / zu den bestmöglichen Bedingungen

Commissions⁽³⁷⁾
Provisionen

Management/Underwriting Commission (specify) []
Management- und Übernahme provision (angeben)

Selling Concession (specify) []
Verkaufsprovision (angeben)

³⁶ Not required for Notes with a Specified Denomination of at least EUR 100,000.

Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

³⁷ To be completed in consultation with the Issuer.
In Abstimmung mit der Emittentin auszuführen.

Prohibition of Sales to EEA and UK Retail Investors³⁸
Verbot des Verkaufs an EWR- und UK-Privatanleger

[Applicable][Not Applicable]
[Anwendbar] [Nicht anwendbar]

Stabilisation Dealer(s)/Manager(s)
Kursstabilisierende(r) Platzeur(e)/Manager

[None] [Specify details]
[Keiner] [Einzelheiten
einfügen]

D. Listing and admission to trading
Börsenzulassung und Notierungsaufnahme

[Yes/No]
[Ja/Nein]

- ☐ Regulated Market and Official List of the Luxembourg Stock Exchange
Geregelter Markt und amtliches Kursblatt der Luxemburger Wertpapierbörse
- ☐ Professional segment of the Regulated Market of the Luxembourg Stock Exchange
Professionelles Segment des Geregeltten Marktes der Luxemburger Wertpapierbörse
- ☐ Other
Andere

[None] [Specify details]
[Keine] [Einzelheiten
einfügen]

Date of admission
Datum der Zulassung

[]

Estimate of the total expenses related to admission to trading³⁹
Geschätzte Gesamtkosten für die Zulassung zum Handel

[]

All regulated markets or third-country markets, SME Growth Market or MTFs on which, to the knowledge of the Issuer, notes of the same class of the notes to be offered to the public or admitted to trading are already admitted to trading⁴⁰
Angabe sämtlicher geregelter Märkte oder Märkte in Drittstaaten, KMU-Wachstumsmärkte oder MTFs, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die öffentlich angeboten oder zum Handel zugelassen werden sollen, bereits zum Handel zugelassen sind

- ☐ Regulated Market of the Luxembourg Stock Exchange
Geregelter Markt der Luxemburger Wertpapierbörse
- ☐ Professional segment of the Regulated Market of the Luxembourg Stock Exchange
Professionelles Segment des Geregeltten Marktes der Luxemburger Wertpapierbörse
- ☐ Other
Andere

[None] [Specify details]
[Keine] [Einzelheiten
einfügen]

- ☐ not applicable
Nicht anwendbar

Issue Price
Ausgabepreis

[] per cent.
[]%

Name and address of the entities which have a firm

³⁸ Specify "Not Applicable" if the Notes clearly do not constitute "packaged" products. Specify "Applicable" if the Notes may constitute "packaged" products pursuant to PRIIPs Regulation and no key information document will be prepared.
"Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt erstellt wird.

³⁹ Not required for Notes with a Specified Denomination of less than EUR100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000.

⁴⁰ In case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 100,000.
Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

commitment to act as intermediaries in secondary trading,
providing liquidity through bid and offer rates and description
of the main terms of their commitment

[Not applicable] [Specify details]

*Name und Anschrift der Institute, die aufgrund einer festen
Zusage als Intermediäre im Sekundärhandel tätig sind und
Liquidität mittels Geld- und Briefkursen erwirtschaften,
und Beschreibung der Hauptbedingungen der
Zusagevereinbarung*

[Nicht anwendbar] [Einzelheiten einfügen]

E. Additional Information **Zusätzliche Informationen**

Place of public offering
Ort des öffentlichen Angebots

- ☐ Grand Duchy of Luxembourg
Großherzogtum Luxemburg
- ☐ Federal Republic of Germany
Bundesrepublik Deutschland

Rating⁴¹
Rating

[S&P Global Ratings Europe Limited] [•]
[Moody's Investors Service Ltd.] [•]
[Fitch Ratings Inc.] [•]
[Scope Ratings GmbH] [•]
[S&P Global Ratings Europe Limited] [•]
[Moody's Investors Service Ltd.] [•]
[Fitch Ratings Inc.] [•]
[Scope Ratings GmbH] [•]

[Each such / The] rating agency is established in the European Union and registered under Regulation (EC) No. 1060/2009 of the European Parliament, as amended, and is included in the list of registered rating agencies published on the website of the European Securities and Markets Authority at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>.]

[Jede dieser / Die] Ratingagentur[en] ist in der Europäischen Union ansässig und unter der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen in der jeweils aktuellen Fassung, registriert und in der Liste der registrierten Ratingagenturen enthalten, die auf der Internetseite <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk> der Europäischen Wertpapier- und Marktaufsichtsbehörde veröffentlicht ist.]

[A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.] [Insert description of the meaning of the ratings] *[Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Anleger daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.] [Beschreibung der Bedeutung der Ratings einfügen]*

F. Consent to use the Prospectus **Einwilligung zur Nutzung des Prospekts**

[Not applicable][Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes – if and to the extent this is so expressed below – is entitled to use the Prospectus in Luxembourg and the Federal Republic of Germany for the subsequent resale or final placement of the relevant Notes during the offer period from [•] and until [•], provided however, that the Prospectus is still valid in accordance with Article 12(1) of the Prospectus Regulation.] [Such consent is also subject to and given under the condition [•].]

[Nicht anwendbar][Jeder Platzeur, der Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist – wenn und soweit dies unten erklärt wird – berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen in Luxemburg und der Bundesrepublik Deutschland und während der

⁴¹ Do not complete, if the Notes are not rated on an individual basis. Include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider. *Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Kurze Erläuterung der Bedeutung des Ratings einfügen, wenn dieses unlängst von der Ratingagentur erstellt wurde.*

Angebotsfrist vom [●] bis [●] zu verwenden.] Ein solcher späterer Weiterverkauf oder eine solche endgültige Platzierung setzt jeweils voraus, dass der Prospekt in Übereinstimmung mit Artikel 12 Absatz 1 der Prospektverordnung noch gültig ist.][Ferner erfolgt diese Zustimmung vorbehaltlich [●].]]

THIRD PARTY INFORMATION
INFORMATIONEN VON SEITEN DRITTER

[Not applicable]
[Nicht anwendbar]

[[specify relevant information] has been extracted from [specify relevant source of information]. The Issuer confirms that such information has been accurately reproduced and that, as far as it is aware and is able to ascertain from information published by [specify relevant source of information], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

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KION GROUP AG

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may with consent of the Issuer agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed in a meeting (*Gläubigerversammlung*) or by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favor or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders are substantially set out in a Schedule to the Agency Agreement (as defined in "*Documents incorporated by Reference*" below) in the German language together with an English translation. If the Notes are for their life represented by Global Notes, the Terms and Conditions of such Notes fully refer to the rules pertaining to resolutions of Holders in the form of such Schedule to the Fiscal Agency Agreement. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**"), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

Resolutions of the Holders with respect to the Notes can be passed in a meeting (*Gläubigerversammlung*) in accordance with section 9 SchVG or by way of a vote without a meeting pursuant to section 18 SchVG (*Abstimmung ohne Versammlung*).

The following is a brief summary of some of the statutory rules regarding the convening and conduct of meetings of Holders and the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Rules regarding Holders' Meetings

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding 5 per cent. or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. The Terms and Conditions may provide that attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The Terms and Conditions will indicate what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the Issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders representing by value not less than 50 per cent. of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent. of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in the Federal Republic of Germany against an issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

Specific Rules regarding Votes without Meeting

In the case of resolutions to be passed by Holders without a meeting, the rules applicable to Holders' Meetings apply *mutatis mutandis* to any taking of votes by Holders without a meeting, subject to certain special provisions. The following summarises such special rules.

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the "**Holders' Representative**") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

KION GROUP AG

1. GENERAL INFORMATION ABOUT THE ISSUER

The Issuer is a German stock corporation (*Aktiengesellschaft, AG*) and is registered under the legal name "KION GROUP AG" with the commercial register of the local court (*Amtsgericht*) of Frankfurt am Main under HRB 112163. The financial year of the Issuer is the calendar year. The Issuer is established for an indefinite period of time.

The Issuer's commercial name is KION Group. The registered seat of the Issuer is in Frankfurt am Main, Federal Republic of Germany. The business address is Thea-Rasche-Straße 8, 60549 Frankfurt am Main, Federal Republic of Germany, phone: +49 69 201 100. The Issuer's Legal Entity Identifier (LEI) is 5299005KY91C4C6U9H17.

Pursuant to its articles of association, the corporate object of the Issuer is the holding, acquiring, managing and selling of interests in enterprises of any legal form, in particular enterprises being active in the development, production and sale of industrial trucks, warehouse equipment (material handling) and mobile hydraulics, software and automation/robotics solutions in the area of logistics, including related services and consulting services and similar activities, as well as conducting operations of its own in the aforementioned areas, assuming management holding functions against consideration, other services against payment, and lease financing vis-à-vis affiliated companies.

The Issuer shall be entitled to take all measures and to conduct all transactions which are suitable for serving the purpose of the Issuer either directly or indirectly. The Issuer may establish branches and other enterprises, also if the purpose of such enterprises is different, in the Federal Republic of Germany and abroad, acquire interest in such enterprises, acquire them in whole, sell them, and combine them under its uniform management. Furthermore, the Issuer may limit its activities to a part of the fields of activity mentioned above.

The Issuer's website is www.kiongroup.com. The information on this website does not form part of the Prospectus and has not been scrutinised or approved by the CSSF.

2. STATUTORY AUDITORS

The statutory auditors of KION GROUP AG as of and for the financial years ended December 31, 2019 and December 31, 2018 were Deloitte GmbH, Wirtschaftsprüfungsgesellschaft ("**Deloitte**"), Munich, Frankfurt am Main branch office/Germany, Franklinstraße 50, 60486 Frankfurt am Main, Federal Republic of Germany.

Deloitte is a member of the German Chamber of Auditors (*Wirtschaftsprüferkammer*), Rauchstraße 26, 10787 Berlin, Germany and a member of the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer e.V., IDW*).

3. HISTORY AND DEVELOPMENT OF KION GROUP AG

The KION Group was formed through a spinoff of the industrial truck business of Linde AG, Munich, Federal Republic of Germany (today Linde GmbH, Pullach, Germany). The origins of the KION Group date back to 1904, with the formation of Güldner-Motoren-Werke in Aschaffenburg, Federal Republic of Germany. Güldner-Motoren-Werke was acquired by Linde AG in 1929. STILL GmbH, originally founded in 1920, was acquired by Linde AG in 1973. As of August 1, 2006, Linde Material Handling GmbH ("**LMH GmbH**") with their subsidiaries, until then a subgroup of Linde AG, was carved out as an independent limited liability company. Today, LMH GmbH forms together with STILL GmbH the foundation of the current Industrial Trucks & Services segment ("**IT&S**").

On August 31, 2012, KION entered into a strategic industrial cooperation with Weichai Power Co., Ltd., Weifang, People's Republic of China ("**Weichai Power**" and, together with its subsidiaries, excluding the KION Group, the "**Weichai Power Group**"), a leading Chinese engine and equipment manufacturer and a publicly listed company in Hong Kong and Shenzhen, People's Republic of China, that is part of the state-owned Shandong Heavy Industry Group, in the fields of, amongst other areas, hydraulic pumps, motors, valves, gears and supply of engines to strengthen the position on the Chinese market and other important Asian growth markets. This strategic industrial cooperation has a strong focus on the Asia Pacific region. As part of this cooperation, Weichai Power initially acquired a 25% stake in KION Holding 1 GmbH (which was subsequently renamed KION GROUP AG in June 2013 and is the Issuer) through its subsidiary Weichai Power (Luxembourg) S.à r.l., Luxembourg ("**Weichai Power Holding**"), in December 2012. Weichai Power Holding has subsequently increased its participation to 45.2% as of the date of this Prospectus. The strategic industrial cooperation between KION and Weichai Power further expanded and includes today (i) the carve-out of Linde Hydraulics GmbH & Co. KG from LMH GmbH into a new joint venture company, Linde Hydraulics KG (now Linde Hydraulics GmbH & Co. KG, "**LHY KG**"), which was completed on December 27, 2012, and in which Weichai Power Group now indirectly holds a majority stake of 90%, and in which KION holds the remaining 10% stake

via LMH GmbH and (ii) the establishment of a joint venture company, KION (Jinan) Forklift Corporation Ltd., for a new highly automated plant for industrial trucks located in Jinan, People's Republic of China, on January 3, 2020, in which LMH GmbH has a stake of 95% and Weichai Power a stake of 5%.

On June 28, 2013, the initial public offering of the Issuer's shares on the Frankfurt Stock Exchange took place and since 2014 the Issuer's shares are included in Deutsche Börse's MDAX index, the stock index which lists medium sized enterprises on the Frankfurt stock exchange. In order to expand its expertise in system solutions for intralogistics and automation, sectors that are experiencing increasingly strong demand and can play a crucial role in connection with the so-called "industry 4.0", the Issuer acquired Egemin NV from Belgium's Egemin Group in August 2015. Egemin NV was a provider of automation solutions that specializes in optimising intralogistics processes in warehouses, production facilities and distribution centres. The Issuer further strengthened its automation expertise through the acquisition of Retrotech Inc., a U.S. based systems integrator owned by France's Savoye S.A., in February 2016.

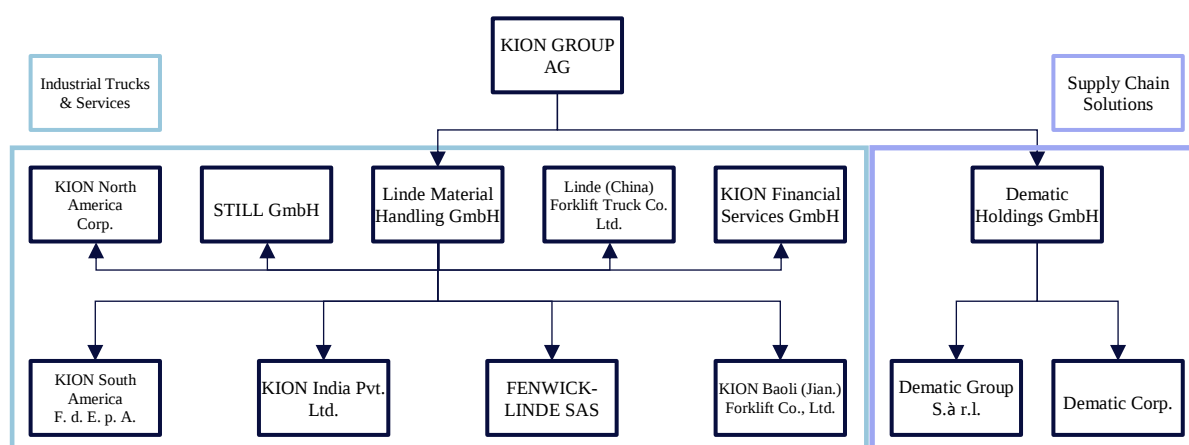
On November 1, 2016, the Issuer completed the acquisition of the Dematic Group, a global provider of warehouse automation. The acquisition of Dematic enabled the Issuer to establish a further segment in its business portfolio, the Supply Chain Solutions segment ("SCS"). Following the acquisition of the Dematic Group, the businesses of Egemin NV (now Dematic NV) and Retrotech Inc. were integrated into the Dematic Group. On March 2, 2020, the Issuer expanded its software offering by acquiring all of the shares in Digital Applications International Limited, a software company located in the United Kingdom, which specializes in logistics automation software solutions.

Over the past decade, the Issuer has acquired shareholdings in various dealers and industrial truck companies in Western and Eastern Europe, People's Republic of China, India and the Americas to strengthen its presence in these markets as well as to serve their growth potential. In January 2020, the Issuer established a joint venture in Karlstein, Federal Republic of Germany (KION Battery Systems GmbH), in which each of KION GROUP AG and BMZ Holding GmbH hold 50% of the shares, focusing on the development and production of lithium-ion batteries for the industrial trucks of the KION Group.

4. ORGANIZATIONAL STRUCTURE

The KION Group is headed by the Issuer as management holding company with its registered office in Frankfurt am Main, Federal Republic of Germany. The Issuer is the sole shareholder of LMH GmbH, with its registered office in Aschaffenburg, which holds almost all of the shares of the companies in the IT&S segment. Furthermore, the Issuer owns all of the shares in Dematic Holdings GmbH, with its registered office in Frankfurt am Main, which acts as the Issuer's management holding company for subsidiaries which conduct the KION Group's business in the SCS segment.

The following chart provides (in simplified form) an overview of the most important direct and indirect shareholdings of the Issuer as of the date of this Prospectus:



The following table provides an overview of the significant direct and indirect holdings of the Issuer as of the date of this Prospectus. The figures presented are extracted from the statutory financial statements and/or financial accounts prepared under IFRS. All shares in affiliates are fully paid up. Distributions to the respective parent companies by the subsidiaries and affiliates are not subject to restrictions.

Company Name	Participation of the Issuer (directly and indirectly) in %	Country of Incorporation	Segment within KION Group
Dematic Corp.	100 %	USA	SCS
Dematic GmbH	100 %	Germany	SCS
Dematic Group S.à r.l.	100 %	Luxembourg	SCS
Dematic Holdings GmbH	100 %	Germany	SCS
FENWICK-LINDE SAS	100 %	France	IT&S
KION Rental Services S.p.A. (legal)	100 %	Italy	IT&S
Linde (China) Forklift Truck Corporation Ltd.	100 %	People's Republic of China	IT&S
Linde Material Handling GmbH	100 %	Germany	IT&S
Mirror BidCo Ltd.	100 %	UK	SCS
STILL Gesellschaft mit beschränkter Haftung	100 %	Germany	IT&S
STILL SAS	100 %	France	IT&S
STILL S.p.A.	100 %	Italy	IT&S

5. BUSINESS OVERVIEW

Overview and principal activities

The KION Group is operating in the areas of industrial trucks, warehouse technology, related services and integrated supply chain solutions. It is the largest manufacturer of industrial trucks in terms of units sold in the financial year 2019 in Europe (source: *Interact Analysis*, Global Forklift Market, 2020), the second-largest producer of forklifts globally based on revenue (source: Modern Material Handling Forklift OEM Ranking 2020) and units sold (source: *Interact Analysis*, Global Forklift Market, 2020). Based on revenue, the Issuer is a leading provider in the global market for warehouse automation technology (sources: *Interact Analysis*, The Future of Warehouse Automation, 2019). Its business model allows customers of all sizes and from all sectors to obtain the full spectrum of material handling products and services from a single source. The KION Group designs, builds and supports logistics solutions that optimize material and information flow within factories, warehouses and distribution centers located in more than 100 countries worldwide.

The IT&S segment is operated through a multi-brand strategy. The Linde and STILL brands serve the premium industrial truck segment. Baoli focuses on industrial trucks at the lower end of the value segment and in the economy segment. Among KION's regional industrial truck brand companies, Fenwick is one of the top material-handling providers in France and OM (formerly OM Voltas) is one of the major providers of industrial trucks in India.

In the SCS segment, Dematic is KION Group's global brand that supplies integrated automation technology, software and services for the optimisation of supply chains.

As of December 31, 2019, around 1.5 million of KION Group's industrial trucks and over 6,000 of its installed intralogistics systems were deployed by customers in various industries and of different sizes on six continents.

More than 34,000 employees in over 100 countries were employed by the KION Group and its operating units as of December 31, 2019. Founded in Europe, the KION Group now has various facilities, research and development ("R&D") centers as well as sales and service units worldwide.

The KION Group generated revenue of EUR 8,806.5 million in the financial year ended December 31, 2019 (compared to EUR 7,995.7 million in the financial year ended December 31, 2018) as well as consolidated EBITDA¹ of EUR 1,614.6 million in the financial year ended December 31, 2019 (compared to EUR 1,540.6 million in the financial year ended December 31, 2018). In the six-month period ended June 30, 2020, the KION Group generated revenue of EUR 3,927.3 million (compared to EUR 4,364.1 million in the six-month period ended June 30, 2019 and consolidated EBITDA of EUR 597.1 million in the six-month period ended June 30, 2020 (compared to EUR 799.4 million in the six-month period ended June 30, 2019).

(EUR million)	For the Financial Year ended December 31, 2019 (audited, unless otherwise indicated)	For the Financial Year ended December 31, 2018 (audited, unless otherwise indicated)	For the six-month period ended June 30, 2020 (reviewed, unless otherwise indicated)	For the six-month period ended June 30, 2019 (reviewed, unless otherwise indicated)
Earnings before interest and tax (EBIT) ²	716.6	642.8	137.6	359.3
Amortization, depreciation and impairment minus reversals of impairment on non-current assets	898.0	897.9	459.4	440.1
Consolidated EBITDA³ (unaudited and unreviewed)	1,614.6	1,540.6	597.1	799.4

The adjusted EBIT margin of the KION Group declined from 9.9 % in the financial year ended December 31, 2018 to 9.7 % in the financial year ended December 31, 2019. In the six-month period ended June 30, 2020, the adjusted EBIT margin of the KION Group declined to 5.2 % from 9.3 % in the six-month period ended June 30, 2019.

(EUR million, unless otherwise indicated)	For the Financial Year ended December 31, 2019 (audited, unless otherwise indicated)	For the Financial Year ended December 31, 2018 (audited, unless otherwise indicated)	For the six-month period ended June 30, 2020 (reviewed, unless otherwise indicated)	For the six-month period ended June 30, 2019 (reviewed, unless otherwise indicated)
Earnings before interest and tax (EBIT) ²	716.6	642.8	137.6	359.3
+ Non-recurring items	42.9	21.0	22.3	4.6
+ Purchase price allocation (PPA) items	91.0	126.2	44.8	43.8
Adjusted EBIT ^{3, 4}	850.5	789.9	204.8	407.6
/ Revenue	8,806.5	7,995.7	3,927.3	4,364.1

¹ EBITDA (earnings before interest and tax plus amortization, depreciation and impairment minus reversals of impairment on non-current assets) is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

² EBIT is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

³ Due to rounding effects, addition of the individual amounts shown may result in minor rounding differences to the totals.

⁴ Adjusted EBIT is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

(EUR million, unless otherwise indicated)	For the Financial Year ended December 31, 2019 (audited, unless otherwise indicated)	For the Financial Year ended December 31, 2018 (audited, unless otherwise indicated)	For the six-month period ended June 30, 2020 (reviewed, unless otherwise indicated)	For the six-month period ended June 30, 2019 (reviewed, unless otherwise indicated)
Adjusted EBIT Margin (in %) (unaudited and unreviewed)	9.7 %	9.9 %	5.2 %	9.3 %

Net financial debt¹ of the KION Group declined to EUR 1,609.3 million as at December 31, 2019 from EUR 1,869.9 million as at December 31, 2018. As at December 31, 2019, the leverage on net financial debt² of the KION Group was 1.0:1 (compared to 1.2:1 as at December 31, 2018). As at June 30, 2020, net financial debt amounted to EUR 1,925.2 and therefore equated to 1.4 times EBITDA of the KION Group for the last twelve months period in the amount of EUR 1,412.3 million (unreviewed)³.

(EUR million)	As at December 31, 2019 (audited, unless otherwise indicated)	As at December 31, 2018 (audited, unless otherwise indicated)	As at June 30, 2020 (reviewed, unless otherwise indicated)
Non-current financial liabilities	1,716.8	1,818.7	1,519.4
+ Current financial liabilities	103.7	226.5	655.2
- Cash and cash equivalents	211.2	175.3	249.5
Net financial debt⁴	1,609.3	1,869.9	1,925.2 (unreviewed)
+ Liabilities from short-term rental fleet financing (unaudited and unreviewed)	615.8	597.0	551.4
Thereof:	437.2	307.1	422.1
liabilities from financial services (short-term rental fleet)			
other financial liabilities (short-term rental fleet)	178.6	289.9	129.3
+ Liabilities from procurement leases	486.1	421.2	502.9

¹ Net financial debt (i.e. the sum of non-current and current financial liabilities less cash and cash equivalents) is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

² Leverage on net financial debt (i.e. the ratio of net financial debt to EBITDA for the previous twelve months) is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

³ EBIT (EUR 495.0 million) plus amortization, depreciation and impairment minus reversals of impairment on non-current assets (EUR 917.3 million).

⁴ Due to rounding effects, addition of the individual amounts shown may result in minor rounding differences to the totals.

(EUR million)	As at December 31, 2019 (audited, unless otherwise indicated)	As at December 31, 2018 (audited, unless otherwise indicated)	As at June 30, 2020 (reviewed, unless otherwise indicated)
Industrial net operating debt^{1, 2} (unaudited and unreviewed)	2,711.2	2,888.1	2,979.5

Business segments

The KION Group has divided its operating business into two segments. The industrial truck business, including the supporting financial services, is assigned to the IT&S segment, while activities focusing automated supply chain solutions are concentrated in the SCS segment. The Corporate Services segment comprises the other activities and holding functions of the KION Group.

Industrial Trucks & Services segment (IT&S)

In order to cater to the needs of material handling customers worldwide, the business model of the IT&S segment covers key steps of the value chain, ranging from product development, manufacturing, sales and after-sales, truck rental and used trucks to fleet management and financial services that support the core industrial truck business.

The product portfolio includes counterbalance forklift trucks powered by an electric drive or an internal combustion engine and warehouse equipment (ride-on and hand-operated) for industrial applications covering various load ranges. In the financial year ended December 31, 2019, more than 85% of the units ordered were electrically driven. Worldwide research and development activities enable the IT&S segment to make considerable progress in the areas of energy-efficient and low-emission drive technologies and automation solutions. To ensure security of supply and the availability of spare parts for important components in order to meet customers' specific requirements, the segment manufactures major components itself including lift masts, axles, counterweights and safety equipment.

In general, industrial trucks are built according to the customer's individual demands. High degree of customization, continuous innovation in the areas of energy efficiency, fleet management and automation solutions, as well as the advantages for customers in terms of total cost of ownership (TCO) support the international Linde and STILL brands' premium positioning. The segment operates through an extensive sales and service network comprising around 1,800 outlets in over 100 countries and is staffed by more than 18,000 service employees, roughly half of whom were employed by the KION Group as of December 31, 2019.

The Group's worldwide vehicle fleet, which consisted of around 1.5 million industrial trucks at the end of 2019, provides a broad base for the services business, which represented around 48% of segment revenues in the financial year ended December 31, 2019. This services business helps to balance out fluctuations in the segment's revenue, reduces dependency on market cycles and supports new truck sales by creating and maintaining lasting customer relationships. The extensive service offering includes full maintenance contracts, often in connection with financing contracts, ad hoc repairs and maintenance work, software-based fleet management as well as spare parts. In addition, the operating units have extensive used truck and rental truck businesses, allowing to meet customers' peaks in capacity requirements and to support them after their leases have expired.

The IT&S segment encompasses the activities of the international brand companies Linde, STILL and Baoli, the local brands Fenwick and OM as well as the financial services business.

Linde is an international premium brand that manufactures forklift and warehouse trucks and provides accompanying fleet management solutions, driver assistance systems and service options, meeting customer requirements in terms of technology, efficiency, functionality and design. In France, Linde products are sold under the Fenwick brand.

STILL is a provider of forklift trucks, warehouse trucks and intralogistics systems, with a particular focus on the European and Latin American markets.

Baoli is KION Group's international brand for the lower end of the value segment and the economy segment.

¹ Industrial net operating debt (i.e. net financial debt plus liabilities from short-term rental fleet financing and liabilities from procurement leases) is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

² Due to rounding effects, addition of the individual amounts shown may result in minor rounding differences to the totals.

OM is the local brand company for the Indian market, through which KION India Pvt. Ltd. manufactures and sells forklift trucks and warehouse trucks.

KION Financial Services ("**KION FS**") is an internal funding partner for the IT&S segment, providing finance solutions to support sales.

KION FS supports new truck business in many markets. Its activities comprise the financing of long-term lease business for external customers, the internal financing of the short-term rental business and the related risk management. In the large sales markets with a high volume of financing and lease activities, legally independent KION FS companies handle this business. About half of all new trucks carried leasing contracts in 2019, and the Company believes that their relevance may further increase as a result of the COVID-19 pandemic. Offering financial services is therefore part of the truck sales process. Leases are generally linked to a service contract covering the term of the finance agreement. KION FS is therefore also a pillar of the service business.

Growing progress has been made in integrating fleet management into a single software platform and in the digital connectivity of industrial trucks. In particular, the H20–H35 IC-Trucks from the 1202 product line that Linde has recently introduced onto the market reflect this trend and offer digital networking capability as standard.

Supply Chain Solutions segment (SCS)

Through the Dematic brand, the KION Group provides manual and automated solutions for all functions along customers' supply chains, from goods inward and multi-shuttle warehouse systems to picking, automated palletizing and automated guided vehicle systems. Picking equipment controlled by radio, voice or light is available for nearly all goods and packaging types. Automated storage and retrieval systems (ASRS), robotic picking systems and compact, powerful split-case and pallet picking stations can be used to achieve fast throughput times and high picking rates. At the same time, cross-docking solutions are designed to increase the efficiency of the system as a whole by eliminating the unnecessary handling and storage of goods. Dematic's micro-fulfilment system was developed to speed up the processing of retailers' online orders.

Real-time management of the supply chain solutions is based on the proprietary software platform Dematic iQ, which can be integrated into the customer's existing application landscape. By providing real-time material flow data analyses, among others, Dematic iQ can help with the data-based optimization of all processes to ensure a seamless order processing. It also supports performance management functions for measuring and controlling performance.

The segment is primarily involved in customer-specific, longer-term project business. With nine production facilities in North America, Europe, People's Republic of China and Australia and regional teams of experts, Dematic delivers logistics solutions with varying degrees of complexity with a global geographic reach.

The (new) project business (business solutions) covers every phase of a new installation from analysis of the customer's needs and the general parameters, provision of appropriate advice, computer simulation of bespoke intralogistics solutions in the customer's individual environment, technical planning and design of the system, implementation of the control technology and its integration into the customer's existing IT infrastructure, site and project management to plant monitoring and support for the customer during implementation of the system, including training for the workforce.

The system components, which are specified in detail for each customer project, such as automatic guided vehicles, palletizers, storage and picking equipment including automated storage and retrieval systems, sorters and conveyors, are manufactured inhouse or, in some cases, by third parties.

Modernization work and services (customer services), which usually cover the entire lifetime of an installed system, are provided to local customers by approximately 1,500 employees in over 20 countries (as of December 31, 2019). The service business benefits from an installed base of more than 6,000 systems (as of December 31, 2019).

Pre-COVID 19, KION assumed, based on predictions made by Interact Analysis for the years 2019 to 2023, that the global market for business solutions would grow at a mid-term compound annual growth rate ("**CAGR**") of more than 10 % in terms of revenue. Given the fact that the COVID-19 pandemic has accelerated the shift towards automation and e-commerce and considering that Interact Analysis has adjusted its forecast slightly upwards in its post COVID-19 base scenario, KION now expects that the mid-term growth will exceed its previous expectation (source: *Interact Analysis, Warehouse Automation – COVID-19-Update, May 2020; Oxford Economics, 2020*).

Intellectual Property Rights, Patents and Licences

The creation and use of intellectual property are key aspects of the Issuer's strategy to differentiate itself as a technology leader in the industrial truck marketplace and integrated supply chain management. The Issuer seeks to protect its proprietary technologies by obtaining patents, retaining trade secrets and defending, enforcing and utilizing its intellectual property rights, where appropriate. In the financial year ended December 31, 2019, the Issuer submitted 81 new patent applications, compared to 105 new patent applications submitted in the financial year ended December 31, 2018. The Issuer has 2,912 patents (granted patents and pending patent applications) as of December 31, 2019. The Issuer's segments also have patents for their respective products, with 1,916 patents granted in the IT&S segment and 996 in the SCS segment, as of December 31, 2019.

The Issuer's use of the Linde name in the material handling business is permitted through a perpetual license granted by Linde GmbH (formerly Linde AG). The Issuer is party to an additional license agreement in which it is stated that the Issuer is allowed to use certain Linde symbols in connection with certain license products in certain countries.

The Issuer entered into an intellectual property license agreement with LHY KG on December 27, 2012. This agreement relates to patents that are important for both the hydraulics and the industrial trucks business and allows the Issuer to retain full access to all patents which are relevant for the trucks business.

6. MATERIAL CONTRACTS

Syndicated Credit Facilities Agreement

The Issuer is party to a syndicated credit facilities agreement with an international group of banks (the "**Syndicated Credit Facilities Agreement**"). Under the Syndicated Credit Facilities Agreement, the relevant lenders have made available to the Issuer a multicurrency revolving credit facility in the amount of EUR 1,150.0 million (the "**Revolving Facility A**") and a EUR revolving credit facility in the amount of EUR 1,000.0 million (the "**Revolving Facility B**"). The proceeds from both Revolving Facility A and Revolving Facility B may be used for general corporate purposes (including acquisitions) and working capital requirements of the KION Group.

The final maturity date of the Revolving Facility A is February 15, 2023. As of June 30, 2020, a total amount of EUR 220.5 million was drawn under the Revolving Facility A.

The Revolving Facility B was established in May 2020 in order to strengthen the KION Group's financial position and flexibility during the COVID-19 crisis. EUR 800.0 million of the total commitments under the Revolving Facility B were provided by German state-owned Kreditanstalt für Wiederaufbau (KfW) as part of its promotional programme 855 (Direct Participations in Syndicated Loans) while the remaining EUR 200.0 million were provided by some of KION Group's core banks. As of June 30, 2020, no loans have been utilized under Revolving Facility B. The original final maturity date for the Revolving Facility B is May 20, 2021 but may be extended at the option of the Issuer to May 20, 2022.

The Syndicated Credit Facilities Agreement provides for various mandatory prepayment events. In the event that any person or group of persons (including Weichai Power Group) acting in concert acquire(s) control over more than 50% of the Issuer's voting shares, each lender may cancel its commitments and demand repayment of its participation in any outstanding loans. In addition, the Issuer must apply - subject to certain exceptions and threshold amounts - the net proceeds from any placement of the shares in the Issuer or debt capital markets transactions or disposal of assets towards a cancellation of Revolving Facility B and/or prepayment of any loans outstanding under Revolving Facility B.

Pursuant to the terms of the Syndicated Credit Facilities Agreement, the Issuer is obliged to ensure compliance with a quarterly leverage covenant test pursuant to which the leverage ratio (being the ratio between the consolidated total net debt¹ of the KION Group and the consolidated adjusted last twelve months EBITDA² of the KION Group) must not exceed a certain ratio. Pursuant to the amendment and restatement agreement dated May 20, 2020 it was agreed to

¹ Total net debt in terms of the Syndicated Credit Facilities Agreement is not a performance indicator recognized under IFRS. Total net debt is defined as the sum of non-current and current financial liabilities, liabilities from financial services and liabilities from procurement leases less cash and cash equivalents.

² Adjusted EBITDA in terms of the Syndicated Credit Facilities Agreement is not a performance indicator recognized under IFRS. Adjusted EBITDA under the Syndicated Credit Facilities Agreement means EBITDA adjusted for non-recurring items and company specific purchase price allocation effects less EBITDA for the long-term leasing business of the KION Group.

temporarily suspend the compliance with the leverage covenant test. Compliance with the leverage covenant test will again be tested quarterly as from June 30, 2021.

Promissory Note Agreements (*Schuldscheindarlehenverträge*)

The Issuer as borrower has entered into various fixed rate and floating rate promissory note agreements (*Schuldscheindarlehenverträge*). As of June 30, 2020, the total carrying amount in respect of all promissory notes was EUR 1,319.0 million. The underlying promissory note agreements provide for different maturity dates: Loans in an aggregate principal amount of EUR 746.0 million will become due and payable in 2022, loans in an aggregate principal amount of EUR 263.5 million will become due and payable in 2024, loans in an aggregate principal amount of EUR 179.5 million will become due and payable in 2025, loans in an aggregate principal amount of EUR 120.5 million will become due and payable in 2026 and loans in an aggregate principal amount of EUR 27.5 million will become due and payable in 2027.

Other Financing Agreements

The Issuer has further borrowed EUR 200.0 million under a bilateral term facility agreement with an international bank which will become due for repayment in October 2021. In addition, the Issuer is party to a further bilateral credit lines in the aggregate amount of EUR 90.0 million which can be terminated by the respective lenders or the Issuer at any time.

Pursuant to a dealer agreement dated October 30, 2019 between the Issuer as issuer and various domestic and international banks as dealers, the Issuer may issue from time to time commercial paper with a maturity of not more than 364 days in an aggregate amount of up to EUR 500.0 million. As of June 30, 2020, the aggregate principal amount of commercial paper issued by the Issuer under the commercial paper programme was EUR 287.0 million.

Joint Venture Agreement in relation to KION (Jinan) Forklift Corporation Ltd.

On January 3, 2020, LMH GmbH and Weichai Power have entered into a joint venture agreement in relation to KION (Jinan) Forklift Corporation Ltd. LMH GmbH holds 95% of the shares in KION (Jinan) Forklift Corporation Ltd. and Weichai Power holds the remaining 5% of the shares. The total investment amount pursuant to the joint venture agreement is RMB 780 million. Dividends will be distributed in proportion to the capital contributions of the joint venture partners. Upon Weichai Power's request, LMH GmbH is required to acquire the shares held by Weichai Power at a reasonable price. As regards corporate governance, Weichai Power has no veto rights.

Shareholders' Agreement regarding Linde Hydraulics GmbH & Co. KG

Under a framework agreement dated August 31, 2012, inter alia, LMH GmbH and Weichai Power Holding agreed to the carve-out of the LHY Business of the majority of the assets and operations of the former Linde hydraulics business into Linde Hydraulics GmbH & Co. KG ("LHY KG"), with corporate seat in Aschaffenburg, Federal Republic of Germany, and to the acquisition of a 70%-stake in LHY KG by Weichai Group. Simultaneously, LMH GmbH, Weichai Power Hydraulics Drive Technology GmbH, an indirect subsidiary of Weichai Power, and LHY KG entered into a shareholders' agreement governing their cooperation as shareholders of LHY KG (the "**LHY Shareholders' Agreement**").

Under the LHY Shareholders' Agreement, LMH GmbH was granted a put option to sell 2/3 of its remaining stake in LHY KG to Weichai Group. In addition, Weichai Power Holding and Weichai Power Deutschland GmbH, both members of Weichai Group, were granted a call option to acquire 2/3 of LMH GmbH's remaining stake in LHY KG. On November 3, 2015, Weichai Power Holding, Weichai Power Hydraulics Drive Technology GmbH and LMH entered into a share purchase agreement pertaining to the sale and transfer of 2/3 of LMH GmbH's remaining stake in LHY KG, thereby establishing the current shareholder structure of LHY KG.

The LHY Shareholders' Agreement (and the partnership agreement of LHY KG) provides for certain fundamental matters that cannot be adopted without the approval of LMH GmbH. The LHY Shareholders' Agreement provides further for a right of first offer in favor of the non-selling shareholder in case either LMH GmbH or Weichai Power Holding intends to sell an interest in LHY KG. In case of a sale by Weichai Power Holding of its interest in LHY KG in whole or in part, LMH GmbH may, instead of exercising its right of first offer, require that Weichai Power Holding includes LMH GmbH's entire interest in LHY KG in such sale (tag-along right). If Weichai Power Holding decides to sell its entire interest in LHY KG and such interest represents more than 50 % of the total interests, and if LMH GmbH decides to neither exercise its right of first offer nor its tag-along right, Weichai Power Holding is entitled to require LMH GmbH

to sell its remaining interest in LHY KG in such sale on the same terms and conditions as Weichai Power (drag-along right).

Advisory Agreement with Weichai Power

On June 7, 2013 the Issuer entered into an advisory agreement with Weichai Power. Under this advisory agreement Weichai Power agreed to provide the KION Group with professional advice in connection with the negotiation of significant agreements and professional strategic, financial, managerial and operations advice each in connection with its business in the Asia Pacific region relating to, among other things, business plans and budgets for its operations in the Asia Pacific region and procurement, sales and marketing in the Asia Pacific region as well as the recruitment of management for its subsidiaries in the Asia Pacific region if the Issuer decides to use their services. Weichai Power would in such case be remunerated with an annual lump sum fee of EUR 125,000 for the time spend on work performed for KION Group. The advisory agreement with Weichai Power can be terminated by each party with six months' notice.

7. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

Executive Board

As of the date of this Prospectus, the four members of the executive board (*Vorstand*) of the Issuer (the "**Executive Board**") and their responsibilities are:

Name	Member since	Position within Executive Board/ Responsibility	Principal activities outside KION GROUP AG
Gordon Riske	10/2007	Chief Executive Officer (CEO)	Weichai Power Co., Ltd. (non-executive director) Non-profit Hertie Foundation (member of the executive board) Atlas CopCo AB (non-executive board member)
Anke Groth	06/2018	Chief Financial Officer (CFO)	None
Dr. Eike M. Boehm	08/2015	Chief Technology Officer (CTO)	KION (Jinan) Forklift Corporation Ltd. (member of the executive board) e.GO Mobile AG (member of the supervisory board) – company filed for insolvency and is dissolved Linde (China) Forklift Truck Corp. Ltd. (member of the executive board)

Ching Pong Quek	01/2013	Chief Asia Pacific & Americas Officer	Chief Executive Officer (CEO) of Linde (China) Forklift Truck Corp. Ltd. Board Member of KION South Asia Pte Ltd. (Singapore) Chief Executive Officer and President of KION Asia Ltd. (Hong Kong) Chairman of KION Baoli Forklift Co. Ltd. (China) KION (Jinan) Forklift Corporation Ltd. President of Linde Material Handling Asia Pacific Pte Ltd. (Singapore) Lansing (Bagnal (Aust.) Pty. Ltd. (member of the board of directors)
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Gordon Riske

Chief Executive Officer. Mr. Riske was born in 1957 in Detroit, USA. He joined the KION Group as a member of the Executive Board on October 1, 2007, as Chief Operating Officer, as well as Chief Executive Officer of Linde Material Handling GmbH and became Chief Executive Officer of KION Holding 1 GmbH (now the Issuer) and KION Material Handling GmbH on April 23, 2008. In 2013, Mr. Riske was appointed as director of Weichai Power. Prior to joining KION Group, Mr. Riske was chairman of the executive board of Deutz AG in Cologne, Federal Republic of Germany from 2000 to 2007 and held various senior positions at KUKA from 1982 to 2000, including Chief Executive Officer of KUKA Robot Division. Mr. Riske started his career as an electrical engineer at DeVlieg Machine Company in Royal Oak, Michigan, USA. He graduated from the Lawrence Institute of Technology in Southfield, Michigan, USA, where he studied electrical engineering. Mr. Riske also holds a bachelor's degree in business administration from the Oekreal School of Business, Zurich, Switzerland, and attended a master program in business administration at the Graduate Business School in Zurich, Switzerland (now the Lorange Institute of Business).

Anke Groth

Chief Financial Officer. Ms. Groth was born in 1970 in Gelsenkirchen, Germany. She was appointed as CFO of KION GROUP AG and as a member of the Executive Board on June 1, 2018 and also serves as labor director. Prior to this, Ms. Groth held various senior positions at E.ON, a major European Utility with headquarters in Essen, Germany. She was, *inter alia*, CFO of E.ON UK plc, senior vice president of Investor Relations at E.ON SE, CFO at E.ON España S.L., vice president M&A of E.ON AG and vice president of international management consultancy at E.ON Ruhrgas AG. Before joining the E.ON Group she held positions in two other Energy companies in Germany. Ms. Groth holds a diploma in business administration from the University Dortmund/ Germany.

Dr. Eike Böhm

Chief Technology Officer. Mr. Böhm was born in 1962 in Pforzheim, Germany. He joined the KION Group when he was appointed as Chief Technology Officer and member of the Executive Board on August 15, 2015. Until 2014, he held several positions at Daimler AG. He served as head of global quality management for Mercedes-Benz passenger cars and head of product innovation and process engineering in central research and advanced engineering. Moreover, he served as board member and was head of research and development at Mitsubishi Fuso Truck and Bus Corporation and head of the centre of competence for chassis components at Daimler Trucks. Mr. Böhm was also head of the entire vehicle development department and strategic project manager of Mercedes-Benz Commercial Vehicles. Furthermore, he was head of program management at Micro Compact Car GmbH, team leader in the Mercedes-Benz development division "Vehicles and Traffic" and consultant at Daimler-Benz AG products research division. Mr. Böhm studied

industrial engineering at University of Karlsruhe, Karlsruhe, Germany, and received a PhD in 1996 and an honorary professorship in 2009.

Ching Pong Quek

Chief Asia Pacific & Americas Officer. Mr. Quek was born in 1967 in Batu Pahat/Johor, Malaysia. He was appointed as a member of the executive board of KION Holding 1 GmbH (now the Issuer) and KION Material Handling GmbH on January 11, 2013 and as Chief Asia Pacific Officer. Before becoming a member of the Executive Board, Mr. Quek has served as Chief Executive Officer of Linde (China) Forklift Truck Corp, Ltd (LFTC) since 2006. Since 2006, he has been president of LMH Asia Pacific Pte Ltd. (Singapore). Furthermore, he has been president and Chief Executive Officer for the entire Asia business of the KION Group since 2008. He maintained these existing responsibilities in addition to his new role on the Executive Board. Prior to joining KION Holding 1 GmbH (now the Issuer), Mr. Quek was president (Asia Pacific) at Invensys Powerware (then Eaton Power Quality) and also managing director at Eaton Power Quality China. He was also managing director (South East Asia) at General Electric USA (Industrial System). Mr. Quek holds a bachelor of science degree in mechanical / aeronautical engineering from the University of Technology, Kuala Lumpur, Malaysia, and a master's degree in business administration from the Royal Melbourne Institute of Technology University, Australia.

The members of the Executive Board can be contacted at the Issuer's business address, which is at Thea-Rasche-Straße 8, 60549 Frankfurt, Federal Republic of Germany.

The Issuer has not been notified and has otherwise not been informed by any of the members of the Executive Board named above about any potential conflicts of interest between the obligations of the persons towards the Issuer and their own interests or other obligations.

Supervisory Board

The supervisory board (*Aufsichtsrat*) of the Issuer (the "**Supervisory Board**") consists of 16 members. As of the date of this Prospectus, it consists of the following members:

Name	Member since	Position within Supervisory Board	Principal activities outside KION GROUP AG
Alexandra Schädler*	October 2013	Member of the Supervisory Board of KION GROUP AG	Union secretary to the IG Metall trade union national executive Member of the Supervisory Board of Linde Material Handling GmbH Member of the Supervisory Board of Opel Automobile GmbH
Birgit A. Behrendt	January 2015	Member of the Supervisory Board of KION GROUP AG	Member of the Supervisory Board of Ford Werke GmbH Venture partner of AP Ventures LLP Member of the Supervisory Board of thyssenkrupp AG Member of the Advisory Board of Hydrogenious LOHC Technologies GmbH Member of the Administrative Board of Stulz Verwaltungsgesellschaft mbH
Dr. Christina Reuter	May 2016	Member of the Supervisory Board of KION GROUP AG	Head of Digital Design, Manufacturing and Services (DDMS) at Operations at Airbus Defence and Space GmbH

Claudia Wenzel*	November 2016	Member of the Supervisory Board of KION GROUP AG	Full-time works council for the Headquarter and Plant 2 at Linde Material Handling GmbH
Dr. Frank Schepp*	May 2017	Member of the Supervisory Board of KION GROUP AG	Senior Vice President Operations, Linde Material Handling GmbH
Dr. Alexander Dibelius	March 2007	Member of the Supervisory Board of KION GROUP AG	Member of the Supervisory Board of Douglas GmbH Member of the Supervisory Board of Douglas Holding AG Member of the Supervisory Board of Kirk Beauty Investments S.A. Member of the Supervisory Board of ironSource Mobile Ltd Member of the Supervisory Board of DKV MOBILITY SERVICES HOLDING GmbH & Co. KG Member of the Supervisory Board of Syntegon Technology GmbH Managing Partner of CVC Capital Partners (Deutschland) GmbH Member of the Board of Directors of Diebold Nixdorf Inc. Chairman of the supervisory board of Diebold Nixdorf International GmbH Member of the Board of Directors CVC Capital Partners (Luxembourg) SARL Chairman of the Administrative Board of Breitling S.A. Member of the Shareholders' Committee of Tipico Group Ltd. Member of the advisory board of Messer Industries Europe GmbH Member of the advisory board of Messer Industries US Inc.
Dr. Michael Macht	October 2018	Chairman of the Supervisory Board of KION GROUP AG (since May 2019)	Member of the Supervisory Board of Endurance Capital Aktiengesellschaft Member of the Supervisory Board of Mahle GmbH Member of the Advisory Board of Linde & Wiemann SE & Co. KG Member of the Board of Directors of Weichai Power Co. Ltd.-

Hans Peter Ring	June 2013	Member of the Supervisory Board of KION GROUP AG	Independent business consultant Member of the Supervisory Board of Fokker Technologies Holding B.V. Member of the Supervisory Board of Airbus Defence and Space GmbH
Jiang Kui	December 2012	Member of the Supervisory Board of KION GROUP AG	President of the non-listed Shandong Heavy Industry Group Co., Ltd. Member of the Board of Directors of Weichai Power Co., Ltd. Member of the Board of Directors of Power Solutions International, Inc. Member of the Board of Directors of Shantui Construction Machinery Co., Ltd. Member of the Board of Directors of Weichai Ballard Hy-Energy Technologies Co., Ltd. (chairman) Member of the Board of Directors of Sinotruk (BVI) Ltd. Member of the Board of Directors of SINOTRUK (Hong Kong) Limited Member of the Board of Directors of SINOTRUK Jinan Power Co. Ltd. Member of the Board of Directors of Ballard Power Systems Inc.
Jörg Milla*	November 2015	Member of the Supervisory Board of KION GROUP AG	Chairman of the works council of STILL GmbH Member and Deputy Chairman of the Supervisory Board of STILL GmbH
Martin Fahrendorf*	May 2018	Member of the Supervisory Board of KION GROUP AG	Member of the municipal council of Rodenbach, Germany Chairman of the works council of Dematic GmbH and Dematic Services GmbH
Olaf E. W. Kunz*	September 2014	Member of the Supervisory Board of KION GROUP AG	Member of the Supervisory Board of STILL GmbH Head of collective bargaining, IG Metall District Office for the Coast
Özcan Pancarci*	June 2013	Deputy Chairman of the Supervisory Board of KION GROUP AG (since January 2016)	Chairman of the works council B of plants I & II at Linde Material Handling GmbH Deputy Chairman of the Supervisory Board of Linde Material Handling GmbH
Stefan Casper*	May 2017	Member of the Supervisory Board of KION GROUP AG	Chairman of the works council of KION Warehouse System GmbH Member of the Group's work council of KION GROUP

Xuguang Tan	May 2019	Member of the Supervisory Board of KION GROUP AG	Chairman of the board of directors and chief executive officer of Weichai Power Co. Ltd. Chairman of the board of directors of Weichai Group Holdings Ltd. Chairman of the board of directors of Shandong Heavy Industry Group Co. Ltd. Vice chairman of China Enterprise Confederation/China Entrepreneur Association Chairman of the Board of Directors of the Shandong Heavy Industry Group Co. Ltd. Chairman of the board of directors of China National Heavy Duty Truck Group Co. Ltd. Chairman of the board of directors of Shaanxi Heavy-Duty Automobile Co. Ltd. Vice chairman of China Machinery Industry Federation President of China Federation of Industrial Economics Committee Member and Chairman of the Board of Directors of Ferretti S.p.A. Honorary Chairman China Internal Combustion Engine Industry Association
Xu Ping	January 2015	Member of the Supervisory Board of KION GROUP AG	Senior Partner at King & Wood Mallesons Visiting professor at University of International Business and Economics Law School, Beijing

* Employee Representative

The Issuer has not been notified and has otherwise not been informed by any of the members of the Supervisory Board named above about any potential conflicts of interest between the obligations of the persons towards the Issuer and their own interests or other obligations.

The members of the Supervisory Board can be contacted at the Issuer's business address, which is at Thea-Rasche-Straße 8, 60549 Frankfurt am Main, Federal Republic of Germany.

8. CORPORATE GOVERNANCE

The Executive Board and the Supervisory Board of the Issuer are responsible for compliance with principles of good corporate governance in conformity with the German Corporate Governance Code (*Deutscher Corporate Governance Kodex* - "**DCGK**"), subject to the deviation set out below.

The DCGK includes recommendations and suggestions for managing and supervising companies listed on German stock exchanges. It is based on internationally and nationally recognized standards of good, responsible corporate management. The DCGK contains recommendations ("shall provisions") and suggestions ("should provisions") for corporate governance in relation to shareholders and the shareholders' meeting, the executive board and the supervisory board, transparency and accounting as well as auditing of financial statements. While compliance with the recommendations or suggestions of the DCGK is not mandatory, the German Stock Corporation Act (*Aktiengesetz*) requires the management and supervisory boards of a listed company to disclose each year which recommendations were and will be complied with and which recommendations were not or will not be applied and why (so-called "declaration of

conformity"). Deviations from the suggestions contained in the DCGK need not be disclosed. The declaration of conformity must be made publicly available on the Issuer's website at all times.

The Executive Board and Supervisory Board issued the most recent annual declaration of conformity regarding the DCGK in accordance with Section 161 of the German Stock Corporation Act (*Aktiengesetz*) on December 2/19, 2019 as follows:

"Since issuing the last declaration of conformity in December 2018, KION GROUP AG has complied with all but one of the recommendations of the German Corporate Governance Code (the 'Code') as amended on February 7, 2017 and intends to do so in the future.

In derogation of section 3.8 (3) of the Code, the articles of association of KION GROUP AG do not provide for a deductible for members of the Supervisory Board under D&O insurance. The Company believes that such a deductible is not customary on an international level and would therefore make it considerably more difficult to find independent candidates for the Supervisory Board, in particular candidates from outside the Federal Republic of Germany."

9. SHARE CAPITAL, SHARES AND MAJOR SHAREHOLDERS

Share Capital and Shares

The issued share capital of the Issuer amounts to EUR 118,090,000.00 consisting of 118,090,000 ordinary bearer shares with no par value, each representing a notional par value of EUR 1.00. The shares are fully paid up.

All shares are bearer shares with no par value (*auf den Inhaber lautende Stückaktien ohne Nennbetrag*), each representing a notional amount of the share capital of EUR 1.00. Each share entitles the shareholder to one vote at the general meeting (*Hauptversammlung*) of the Issuer. There are no restrictions on voting rights. Voting rights are the same for all of the Issuer's shareholders, i.e., none of the shareholders have different voting rights. Voting rights, however, cannot be exercised until the respective capital contribution has been paid in full. As of the date of this Prospectus, the Issuer holds 123,306 of its shares as treasury shares. Its subsidiaries do not hold any shares in the Issuer. No shares are held by other parties on behalf or for the account of the Issuer or any of its subsidiaries by other parties. The Issuer has no rights arising from the treasury shares that it holds.

The Issuer is entitled to issue share certificates representing individual shares or a global share certificate representing several shares. According to the articles of association, the shareholders are not entitled to individual certification of their shares.

There are no restrictions on the transferability of the shares in the Issuer.

Major Shareholders

As of the date of this Prospectus, the following shareholders had notifiable holdings in the Issuer according to the notifications with respect to major shareholdings which have been made by the relevant shareholders to the Issuer pursuant to German Securities Trading Act (*Wertpapierhandelsgesetz, WpHG*):

Shareholder	Major Holdings ¹⁾			
	Direct Shareholdings ²⁾	Indirect Shareholdings ³⁾	Instruments ⁴⁾	Total
Weichai Power (Luxembourg) Holding S.à r.l. ^{5) 6)}	45.2%	–	–	45.2%
DWS Investment GmbH ⁷⁾	–	4.9%	–	4.9%
BlackRock Inc. ⁸⁾	–	3.0%	0.2%	3.2%

¹⁾ The percentage of voting rights has been calculated on the basis of the Issuer's total number of voting rights (as published pursuant to section 41 of the WpHG) on the date of the respective shareholding notification or any voluntarily notification of shareholdings to the Issuer.

²⁾ Direct shareholdings pursuant to section 33 of the WpHG.

³⁾ Indirect shareholdings pursuant to sections 33, 34 of the WpHG.

⁴⁾ Directly and indirectly held instruments pursuant to section 38 of the WpHG.

⁵⁾ Based on information provided from Weichai Power (Luxembourg) Holding S.à r.l. to KION, dated September 9, 2020.

⁶⁾ Weichai Power (Luxembourg) Holding S.à r.l. is a wholly owned subsidiary of Weichai Power Hong Kong International Development Co., Ltd., Hong Kong, People's Republic of China, which is a wholly owned subsidiary of Weichai Power Co., Ltd., Weifang, Shandong, People's Republic of China.

Weichai Power Co., Ltd. considers Shandong Heavy Industry Group Co., Ltd., Jinan, Shandong, People's Republic of China, which indirectly, through Weichai Group Holdings Limited, Weifang, Shandong, People's Republic of China, holds part of the shares in Weichai Power Co., Ltd. as its highest-level parent company. Shandong Heavy Industry Group Co., Ltd. is wholly owned by the People's Republic of China and controlled by the government of the People's Republic of China, acting through the state-owned Assets Supervision and Administration Commission (SASAC) of Shandong's People's Government of the People's Republic of China. However, the Executive Board has no sufficient indication that Weichai Group Holdings Limited has controlling influence over Weichai Power Co., Ltd. The Executive Board therefore considers Weichai Power Co., Ltd. being the highest indirectly controlling shareholder.

⁷⁾ Based on a shareholding notification dated May 1, 2020.

⁸⁾ Based on a shareholding notification dated September 4, 2020.

As of the date of this prospectus, the Company is controlled by Weichai Power (Luxembourg) Holding S.à r.l. due to its ownership of 45.2% of the share capital and the voting rights of the Company, providing them with a stable majority in the general shareholders' meeting, where the attendance rate has been between 79.4% and 87.4% in the general shareholders' meetings between 2017 and 2020.

10. SELECTED FINANCIAL INFORMATION

The following tables set out selected financial information relating to the Issuer. The information as of and for the financial years ended December 31, 2018 and December 31, 2019 has been extracted from the audited consolidated financial statements of the Issuer as of and for the financial year ended December 31, 2019 (including comparative figures as of and for the financial year ended December 31, 2018). These consolidated financial statements of the Issuer have been prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to Section 315e para. 1 HGB.

Furthermore, the following tables present financial information relating to the Issuer for the periods from January 1 until June 30, 2019 and from January 1 until June 30, 2020 that have been taken from the unaudited condensed consolidated interim financial statements of the Issuer as of and for the six-month period ended on June 30, 2020 (including comparative figures for the six-month period ended on June 30, 2019). These reviewed condensed consolidated interim financial statements of the Issuer have been prepared in accordance with the International Financial Reporting Standard for interim financial reporting, IAS 34.

Selected data from the consolidated income statement

(EUR million)	For the Financial Year ended December 31, 2019 (audited)	For the Financial Year ended December 31, 2018 (audited)	For the six-month period ended June 30, 2020 (reviewed)	For the six-month period ended June 30, 2019 (reviewed)
Revenue	8,806.5	7,995.7	3,927.3	4,364.1
Gross profit	2,331.9	2,097.6	962.5	1,146.2
Earnings before interest and tax (EBIT) ¹	716.6	642.8	137.6	359.3
Net financial expenses	- 95.1	- 97.4	- 46.9	- 50.5
Earnings before tax	621.6	545.3	90.8	308.8

¹ EBIT is not a performance indicator recognized under IFRS but is an APM in accordance with the ESMA Guidelines on Alternative Performance Measures.

Income taxes	- 176.8	- 143.7	- 40.2	- 90.5
Net income	444.8	401.6	50.6	218.3

Selected data from the consolidated statement of financial position

(EUR million)	As at December 31, 2019 (audited)	As at December 31, 2018 (audited)	As at June 30, 2020 (reviewed)
Non-current assets	10,696.4	10,150.6	10,726.7
Current assets	3,068.8	2,818.2	3,295.9
Total Assets	13,765.2	12,968.8	14,022.6
Equity	3,558.4	3,305.1	3,511.1
Non-current liabilities	6,277.8	5,999.1	6,184.5
Current Liabilities	3,929.0	3,664.6	4,327.0
Total equity and liabilities	13,765.2	12,968.8	14,022.6

11. HISTORICAL FINANCIAL INFORMATION

Financial years ended December 31, 2019 and December 31, 2018

The audited consolidated financial statements of KION GROUP AG as of and for the financial years ended December 31, 2018 and December 31, 2019 together with the independent auditor's reports¹ thereon are incorporated by reference into this Prospectus (see "Incorporation by reference" below).

Six-month period ended June 30, 2020

The reviewed condensed consolidated interim financial statements of KION GROUP AG as of and for the six-month period ended June 30, 2020 together with the respective review report² by the Issuer's independent auditor thereon are incorporated by reference into this Prospectus (see "Incorporation by reference" below).

12. RECENT EVENTS

On August 5, 2020, KION GROUP AG has entered into a strategic partnership with Quicktron Intelligent Technology Co., Ltd., a Chinese manufacturer of autonomous mobile robots (AMR) established in 2014, based in Shanghai, People's

¹ English language translation of the German language auditors' reports (*Bestätigungsvermerke*). The auditors' reports were issued in accordance with section 322 of the German Commercial Code (*Handelsgesetzbuch*) in the German language on the German version of the consolidated financial statements of KION GROUP AG and the respective combined management reports. The combined management reports are not incorporated by reference in this Prospectus.

² English language translation of the German language review report (*Bescheinigung nach prüferischer Durchsicht*). The review report has been issued in German language on the German version of the condensed interim consolidated financial statements of KION GROUP AG as of and for the six-month period ended June 30, 2020 and the interim group management report. The interim group management is not incorporated by reference in this Prospectus.

Republic of China, in order to further strengthen KION's position in the market for automated trucks by expanding the offering of mobile automation solutions.

With respect to the duration and impact of the COVID-19 pandemic on the global economy and sectoral conditions, there is a high level of uncertainty about the development of KION Group's business for the remainder of the financial year 2020.

In the IT&S segment, supply logistics and production were adapted to the challenges of the COVID-19 pandemic. This included the suspension of manufacturing at major production facilities in Europe, North and South America, India and China for a time. During this phase, the KION Group's measures focused on improving the availability of materials since its suppliers were facing considerable difficulties due to the COVID-19 pandemic. The buffer of parts built up allowed the KION Group to gradually resume production in an organized manner. This was accompanied by comprehensive health measures aimed at minimizing the risk of infection for employees, customers and suppliers. A variety of personnel measures – including the using up of accumulated credit hours in working-time accounts and the introduction of short-time working – helped to flexibly manage the temporary suspension of production and the subsequent ramp-up. In the SCS segment, most plants remained busy and continued to operate without disruption. Only smaller production facilities were temporarily affected by health protection measures imposed by local authorities. Despite these restrictions, there was no interruption of the Issuer's key project to expand the KION Group's position in the Chinese material handling market.

The Issuer's results for the six-month period ended June 30, 2020 reflect the massive adverse impact of COVID-19 which predominantly affected the IT&S segment. Despite the effects of the COVID-19 pandemic, the Issuer's order intake increased by 4.8 % to EUR 4,400.1 million on a year-on-year basis (six-month period ended June 30, 2019: EUR 4,196.8 million). While the IT&S segment reported a 13.9 % drop in order intake to EUR 2,654.9 million (six-month period ended June 30, 2019: EUR 3,083.7 million), the SCS segment registered an increase of 57.3 % in order intake to EUR 1,743.9 million (six-month period ended June 30, 2019: EUR 1,108.9 million). The business of automated solutions for global supply chains in the established e-commerce market and elsewhere, which is influenced by long-term trends and customer expectations, proved to be a source of resilience. Consolidated revenue of the KION Group decreased by 10.0 % to EUR 3,927.3 million compared to EUR 4,364.1 million in the six-month period ended June 30, 2019. In the IT&S segment, revenue generated from external customers fell by 14.0 % to EUR 2,703.3 million (six-month period ended June 30, 2019: EUR 3,143.6 million) due to the effects of the aforementioned restrictions on production and the crisis-related decline in new truck business and service business. The SCS segment's revenue from external customers represented a small period-on-period increase of 0.3 % to EUR 1,213.5 million (six-month period ended June 30, 2019: EUR 1,209.6 million). The disruptions in operations and projects caused by the COVID-19 pandemic had little impact here. As a result, within the SCS segment revenue from business solutions decreased by 2.8 %, while revenue from the segment's service business went up by 10.7 %. Furthermore, in the six-month period ended June 30, 2020, the Corporate Services segment generated revenue from external customers amounting to EUR 10.5 million (six-month period ended June 30, 2019: EUR 11.0 million).

13. TREND INFORMATION AND SIGNIFICANT CHANGE

Due to the COVID-19 pandemic, a material adverse change occurred in the prospects of the Issuer, as set out under "Recent Events" above.

Other than as a result of the COVID-19 pandemic as described under "Recent Events" above, there has been no material adverse change in the prospects of the Issuer since December 31, 2019, the balance sheet date of its last published audited financial statements.

Other than described under "Recent Events" above, there has been no significant change in the financial performance or financial position of the Issuer since June 30, 2020, the end of the last financial period for which financial information has been published, to the date of this Prospectus.

14. LEGAL AND ARBITRATION PROCEEDINGS

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) within the past 12 months, which may have, or have had in the recent past significant effects on the Issuer and/or the KION Group's financial position or profitability.

15. RISK MANAGEMENT AND COMPLIANCE

The Issuer has an internal control system designed to meet its specific needs. Its processes are intended to ensure the correctness of the internal and external accounting processes, the efficiency of the Issuer's business operations and compliance with key legal provisions and internal policies. These control processes also include the Issuer's strategic planning, where the underlying assumptions and plans are reviewed in an ongoing basis and refined as necessary.

For accounting purposes, the Issuer has defined suitable structures and processes as part of its internal control and risk management system and implemented them throughout the KION Group. For the Issuer to be managed professionally and responsibly, its Executive Board must use the risk management system to regularly gather information about current and potential risks and report them to the audit committee of the Supervisory Board. The Issuer's risk management system is documented in a Group risk policy that defines tasks, processes and responsibilities and defines rules for identifying, assessing, reporting and managing risks.

The Issuer's boards regard comprehensive compliance standards as essential to sustained financial success. Therefore, the Issuer has established a detailed compliance program based on the KION Group Code of Compliance, which is available in all of the main languages relevant to the KION Group companies. It aims to provide all employees with clear guidance on their respective conduct of business in accordance with sound values and ethics and in compliance with the law.

Actual or suspected incidents of non-compliance can be reported anonymously or otherwise by calling an external 24-hour compliance hotline, via email to a dedicated compliance email-address, post or by contacting the compliance committee or a compliance officer directly.

The Issuer continuously seeks to reduce various risks to which it is exposed, including the risk that the Issuer's employees as well as its representatives, consultants and business partners may engage in illegal business practices. The aim of the Issuer's risk management is to ensure the risks associated with the business activities are in reasonable relation to the opportunities pursued, while the aim of the Issuer's compliance system is to prevent, detect and respond to potential violations of applicable rules and regulations.

16. RATING

S&P Global Ratings Europe Limited ("**S&P**")^{1,2} has assigned the long term credit rating BB⁺^{3,7} (outlook stable^{4,8}) most recently on December 16, 2019 to the Issuer and Fitch Ratings Inc. ("**Fitch**")^{5,2} has assigned a BBB^{-6,7} rating (outlook stable^{4,8}) to most recently on April 21, 2020 to the Issuer.

¹ S&P is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of September 16, 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

² The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

³ An obligor rated "BB+" is regarded as having significant speculative characteristics and while such obligations will likely have some quality and protective characteristics, these may be outweighed by significant uncertainties or major exposures to adverse conditions.

⁴ The "stable" designation means that a rating is not likely to change. "Positive" and "negative" outlooks normally refer to a time period of 12-18 months. These outlooks do not necessarily signal that rating upgrades or downgrades, respectively, will automatically follow.

⁵ Fitch is established in the European Community and is registered under the CRA Regulation.

⁶ An obligor rated "BBB" has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments. The ratings from "AA" to "CCC" may be modified by the addition of a plus ("+") or minus ("-") sign to show relative standing within the major rating categories.

⁷ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

⁸ A rating outlook is an opinion regarding the likely rating direction over the medium term. Rating outlooks fall into four categories: Positive, Negative, Stable, and Developing.

TAXATION WARNING

THE TAX LEGISLATION OF THE MEMBER STATE OF PROSPECTIVE PURCHASERS OF NOTES AND THE ISSUER'S COUNTRY OF INCORPORATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES. PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS OF THE FEDERAL REPUBLIC OF GERMANY, THE GRAND DUCHY OF LUXEMBOURG AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR OTHERWISE SUBJECT TO TAXATION AS WELL AS THE ISSUER'S COUNTRY OF INCORPORATION.

SUBSCRIPTION AND SALE

Underwriting

The Notes may be issued on a continuing basis to one or more of the Dealers appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis. Notes may be distributed by way of public or private placements and, in each case, on a syndicated or non-syndicated basis to qualified or non-qualified investors. The method of distribution of each Tranche will be stated in the relevant Final Terms. Notes may be offered to non-qualified and/or qualified investors, unless the applicable Final Terms include a legend entitled "*Prohibition of Sales to EEA and UK Retail Investors*".

Notes may be sold from time to time by the Issuer to any one or more of Commerzbank Aktiengesellschaft, UniCredit Bank AG and the other Dealers specified herein (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a Dealer Agreement dated 10 September 2020 (the "**Dealer Agreement**") and entered into between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. A subscription agreement prepared in connection with a particular Tranche of Notes will typically be dated on or about the respective date of the Final Terms applicable to such Tranche of Notes.

Description of public offer (if any) and offer mechanics

If the Notes are publicly offered, the following details have to be inserted under section "Additional Information regarding the offer" in the Final Terms applicable to a Tranche of Notes: conditions to which the offer is subject, time period during which the offer will be open, description of the application process, description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants, details of the minimum and/or maximum amount of application, method and time limits for paying up the Notes and for delivery of the Notes, manner and date in which results of the offer are to be made public, procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised, process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made, amount of any expenses and taxes specifically charged to the subscriber or purchaser, name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place.

The Issuer will determine the issue price for each Tranche of Notes in its sole discretion taking into consideration general interest levels and the demand of potential investors as shown in the book building process for such Tranche of Notes and/or after consultation of the financial institutions involved in the issue. The issue price so determined will be disclosed in the relevant Final Terms, if required.

Selling Restrictions

General

Each Dealer has represented, warranted and agreed that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes the Prospectus or any related offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

Public Offer Selling Restriction under the Prospectus Regulation.

Unless the Final Terms in respect of any Notes specify the "*Prohibition of Sales to EEA and UK Retail Investors*" as "*Not Applicable*", each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Prospectus

as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area ("EEA") or in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specify "*Prohibition of Sales to EEA and UK Retail Investors*" as "*Not Applicable*", each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, in relation to each Member State of the EEA and the United Kingdom (each, a "**Relevant State**"), that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) *Approved prospectus*: if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) *Fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) *Other exempt offers*: at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

United States of America (the "United States")

- (a) With regard to each Tranche, each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented, warranted and undertaken that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has further represented, warranted and undertaken that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

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

- (b) From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in sub-clause 4.1 (v) of the Dealer Agreement, each Dealer has (i) acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act; (ii) represented, warranted and undertaken that it has not offered, sold or delivered any Notes, and will not offer, sell or deliver any Notes, (x) as part of its distribution at any time or (y) otherwise until 40 days after the later of the commencement of the offering and closing date, except in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) further represented, warranted and undertaken that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold within the United States or to, or for the account or benefit of, U. S. persons by any person referred to in Rule 903(b)(2)(iii) of Regulation S under the Securities Act (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act."

- (c) With regard to each Tranche, each Dealer has represented, warranted and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.
- (d) Notes will be issued in accordance with the provisions of U.S. Treas.Reg. § 1.163-5(c) (2) (i) (C) (the "**TEFRA C Rules**"), or in accordance with the provisions of U.S. Treas. Reg. § 1.163-5(c) (2) (i) (D) (the "**TEFRA D Rules**") (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code), as specified in the Final Terms.

In addition, where the TEFRA C Rules are specified in the Final Terms as being applicable to any Tranche of Notes, Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented, warranted and undertaken that it, in connection with the original issuance of Notes has not offered sold or delivered and will not offer, sell or deliver, directly or indirectly, Notes within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented, warranted and undertaken in connection with the original issuance of Notes, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or such purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA C Rules.

In addition, in respect of Notes issued in accordance with the TEFRA D Rules, each Dealer has represented, warranted and undertaken that:

- (i) except to the extent permitted under the TEFRA D Rules, (x) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its

possessions or to a United States person, and (y) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;

- (ii) it has, and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (iii) if such Dealer is a United States person, it represents that it is acquiring the Notes for purposes of resale, in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas.Reg. § 1.163-5(c)(2)(i)(D)(6); and
- (iv) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) above on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the purchaser of the Notes and the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii) above. Terms used in this paragraph (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or as agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 ("FSMA") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21 (1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended (the "**Financial Services Act**") and Article 34-ter, first paragraph, letter *b*) of CONSOB Regulation No. 11971 of May 14, 1999, as amended from time to time ("**Regulation No. 11971**"); or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971. Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (a) or (b) must be:
 - (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of October 29, 2007 (as amended from time to time) and Legislative Decree No. 385 of September 1, 1993, as amended (the "**Banking Act**");

- (ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy requests information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (a) and (b) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "FIEA") and, accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any applicable laws, regulations and ministerial guidelines of Japan.

Republic of Singapore ("Singapore")

The Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Notes may not be offered or sold, or be made the subject of an invitation for subscription or purchase, nor may the Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes may not be circulated or distributed, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in the Securities and Futures Act, Chapter 289 of Singapore, as amended or modified (the "SFA")) pursuant to Section 274 of the SFA;
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and where applicable in accordance with the conditions in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA, except:

- (i) to an institutional investor or to a relevant person or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA; or
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law; or

- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

The Final Terms in respect of any Notes may include a legend entitled "Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore" that will state the product classification of the applicable Notes pursuant to Section 309B(1) of the SFA; however, unless otherwise stated in the applicable Final Terms, all Notes shall be prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). This notification or any such legend included in the relevant Final Terms will constitute notice to "relevant persons" for purposes of Section 309B(1)(c) of the SFA.

GENERAL INFORMATION

Listing and Admission to Trading

Application has been made to list Notes under the Programme on the official list of the Luxembourg Stock Exchange and to admit to trading on the regulated market or on the professional segment of the regulated market of the Luxembourg Stock Exchange.

The Programme provides that Notes may be listed on other or further stock exchanges, as may be agreed between the relevant Issuer and the relevant Dealer(s) in relation to each issue. Notes may further be issued under the Programme which will not be listed on any stock exchange.

The Notes will be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of public offer or private placements in Luxembourg and the Federal Republic of Germany, and in each case on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the relevant Final Terms. The Notes may be offered to qualified and non-qualified investors, unless the applicable Final Terms include a legend entitled "*Prohibition of Sales to EEA and UK Retail Investors*".

Authorisation

The establishment and the subsequent annual updates of the Programme were authorised by the executive board of KION GROUP AG on 7 September 2020 and by the supervisory board of KION GROUP AG on 27 August 2020.

The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Use of Proceeds

The net proceeds from each issue of Notes by KION GROUP AG will be used for general corporate and financing purposes of KION GROUP AG, including the refinancing of existing debt, unless stated otherwise in the applicable Final Terms.

Clearing

The Notes have been accepted for clearance through Euroclear Bank SA/NV (1 Boulevard du Roi Albert II, B - 1210 Brussels), Clearstream Banking AG, Frankfurt am Main (Mergenthaler Allee 61, D-65760 Eschborn) and Clearstream Banking S.A., Luxembourg (42 Avenue JF Kennedy, L-1855 Luxembourg). The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Tranche of Notes.

Documents Available

For a period of at least ten years after publication of this Prospectus, copies and, where appropriate, English translations of the following documents may be obtained from the Paying Agent(s) free of charge and can be found on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.kiongroup.com) in the Investor Relations section, namely:

- (a) the Prospectus and any supplement thereto;
- (b) any document incorporated by reference into the Prospectus; and
- (c) any Final Terms prepared in connection with the issue of Notes under the Programme.

The articles of association may be inspected (free of charge) during normal business hours at the specified office(s) of the Paying Agent(s) and on the website of the Issuer (www.kiongroup.com) in the About us section under Management.

INCORPORATION BY REFERENCE

The following documents are incorporated by reference into this Prospectus:

- **The unaudited consolidated interim financial statements of KION GROUP for the six-month period ended on June 30, 2020 consisting of**

- Consolidated income statement (page 26 of the Interim Report Q2 2020)
- Consolidated statement of comprehensive income (page 27 of the Interim Report Q2 2020)
- Consolidated statement of financial position (pages 28 to 29 of the Interim Report Q2 2020)
- Consolidated statement of cash flows (pages 30 to 31 of the Interim Report Q2 2020)
- Consolidated statement of changes in equity (page 32 to 33 of the Interim Report Q2 2020)
- Notes to the condensed consolidated interim financial statements (pages 34 - 52 of the Interim Report Q2 2020)
- Review Report (page 53 of the Interim Report Q2 2020)

(https://www.kiongroup.com/KION-Website-Main/Investor-Relations/Reports-Presentations/2020-Reports-Presentations/kion_group_report_en_q2_2020.pdf)

- **The audited consolidated financial statements of KION GROUP for the business year ended on December 31, 2019 consisting of**

- Consolidated income statement (page 134 of the Annual Report 2019)
- Consolidated statement of comprehensive income (page 135 of the Annual Report 2019)
- Consolidated statement of financial position (pages 136-137 of the Annual Report 2019)
- Consolidated statement of cash flows (pages 138-139 of the Annual Report 2019)
- Consolidated statement of changes in equity (pages 140-141 of the Annual Report 2019)
- Notes to the consolidated financial statements (pages 142 to 241 of the Annual Report 2019)
- Independent auditor's report (pages 242 to 249 of the Annual Report 2019)

(https://www.kiongroup.com/KION-Website-Main/Investor-Relations/Reports-Presentations/2020-Reports-Presentations/kion_group_report_en_2019_fy.pdf)

- **The audited consolidated financial statements of KION GROUP for the business year ended on December 31, 2018 consisting of**

- Consolidated income statement (page 136 of the Annual Report 2018)
- Consolidated statement of comprehensive income (page 137 of the Annual Report 2018)
- Consolidated statement of financial position (pages 138-139 of the Annual Report 2018)
- Consolidated statement of cash flows (pages 140-141 of the Annual Report 2018)
- Consolidated statement of changes in equity (pages 142-143 of the Annual Report 2018)
- Notes to the consolidated financial statements (pages 144 to 255 of the Annual Report 2018)
- Independent auditor's report (pages 256 to 263 of the Annual Report 2018)

([https://www.kiongroup.com/KION-Website-Main/Investor-Relations/Reports-Presentations/Reports-Presentations-\(3-Min-Cache\)/kion_group_report_2018_en_fy.pdf](https://www.kiongroup.com/KION-Website-Main/Investor-Relations/Reports-Presentations/Reports-Presentations-(3-Min-Cache)/kion_group_report_2018_en_fy.pdf))

Any information contained in the documents incorporated by reference that is not specifically set out above, is not incorporated by reference into the Prospectus and is covered elsewhere in the Prospectus or is not relevant for the investor of the Notes.

The documents incorporated by reference are available on the website of the Luxembourg Stock Exchange (www.bourse.lu), at the websites of KION GROUP AG specified above and may be inspected and are available free of

charge during normal business hours at the specified office of the Paying Agent(s) as long as any Notes are listed on the regulated market of the Luxembourg Stock Exchange and the rules of such stock exchange so require.

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