Offering Memorandum
dated 9 September 2019

Wirecard AG

(a stock corporation incorporated under the laws of the Federal Republic of Germany, having its corporate domicile in Aschheim, Federal Republic of Germany)

as Issuer

EUR 500,000,000 0.50 per cent. Notes due 2024

unconditionally and irrevocably guaranteed by

Wirecard Technologies GmbH

(a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany having its corporate domicile in Aschheim, Federal Republic of Germany)

Wirecard Sales International Holding GmbH

(a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany having its corporate domicile in Aschheim, Federal Republic of Germany)

Wirecard Payment Solutions Holdings Limited

(a private company limited by shares incorporated under the laws of Ireland having its corporate domicile in Dublin, Ireland)

CardSystems Middle-East FZ-LLC

(a free zone limited liability company incorporated under the laws of the United Arab Emirates having its corporate domicile in Dubai, United Arab Emirates)

Wirecard Processing FZ-LLC

(a free zone limited liability company incorporated under the laws of the United Arab Emirates, having its corporate domicile in Dubai, United Arab Emirates)

Issue Price: 99.357 per cent.

Wirecard AG (the "**Issuer**" or "**Wirecard AG**") and, together with its direct and indirect subsidiaries, the "**Group**" or "**Wirecard**") will issue on or about 11 September 2019 ("**Issue Date**") EUR 500,000,000 0.50 per cent. fixed rate notes in bearer form due 2024 with a denomination of EUR 100,000 each (the "**Notes**"). The Notes will be redeemed at par on 11 September 2024. The Notes will be governed by the laws of the Federal Republic of Germany ("**Germany**").

This offering memorandum (the "**Offering Memorandum**") constitutes a prospectus for purposes of Part IV of the Luxembourg law on prospectus securities dated 16 July 2019. Application has been made to the Luxembourg Stock Exchange in its capacity as market operator of the Euro MTF (the "**Euro MTF**") under the Luxembourg Act relating to prospectuses for securities *(loi relative aux prospectus pour valeurs mobilières*) to list Notes on the Euro MTF market. The Luxembourg Stock Exchange's Euro MTF is a multilateral trading facility for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**MiFID II**").

References in this Offering Memorandum to the Notes being listed (and all related references) shall mean that the Notes have been admitted to trading on the Euro MTF market and have been admitted to the Official List of the

Luxembourg Stock Exchange. The Luxembourg Stock Exchange's Euro MTF market is not a regulated market for the purposes of MiFID II.

The Notes will be unconditionally, irrevocably, jointly and severally (*gesamtschuldnerisch*) guaranteed by a guarantee dated September 2019 (the "**Guarantee**") by Wirecard Technologies GmbH, Wirecard Sales International Holding GmbH, Wirecard Payment Solutions Holdings Limited, CardSystems Middle-East FZ-LLC and Wirecard Processing FZ-LLC (each a "**Guarantor**", and together, the "**Guarantors**"). The Guarantee will rank equally in right of payment with all of the present and future unsecured and unsubordinated obligations of the Guarantors unless such obligations are accorded priority under mandatory provisions of statutory law.

The Notes have been assigned the following securities codes: ISIN DE000A2YNQ58, Common Code 205218076, WKN A2YNQ5.

The Notes have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**"). The Notes are being offered outside the United States of America (the "**United States**" or "**U.S.**") by the Managers (as defined below) in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Joint Global Coordinators

CRÉDIT AGRICOLE CIB **DEUTSCHE BANK** **ING**

Joint Bookrunners

ABN AMRO **CITIGROUP**

CREDIT SUISSE **LLOYDS BANK CORPORATE MARKETS WERTPAPIERHANDELSBANK**

RESPONSIBILITY STATEMENT

Each of the Issuer and the Guarantors accepts responsibility for the information contained in this Offering Memorandum and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Memorandum to the best of its respective knowledge is in accordance with the facts and contains no omission likely to affect its import.

This Offering Memorandum should be read and understood in conjunction with any documents incorporated herein by reference. Any website referred to in this Offering Memorandum is referred to for information purposes only and does not form part of this Offering Memorandum. This does not apply to websites/links granting access to documents incorporated by reference into the Offering Memorandum.

The Issuer and each Guarantor has confirmed to the managers set forth in the section "Names and Addresses" (each a "**Manager**" and together, the "**Managers**") that this Offering Memorandum contains the information which, in accordance with the nature of the Issuer, the Guarantors and of the Notes admitted to trading on the Euro MTF market, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses, and prospects of the Issuer and the Guarantors, and of the rights attaching to the Notes; that the information contained herein with respect to the Issuer and the Guarantors and the Notes is accurate in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts, the omission of which, in the context of the issue and offering of the Notes, would make any statement, whether fact or opinion, in this Offering Memorandum misleading in any material respect; and that all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained herein.

DISCLOSURE REGARDING FORWARD LOOKING STATEMENTS

This Offering Memorandum contains forward looking statements. Forward looking statements provide the Issuer's and/or Guarantors' current expectations or forecasts of future events. Forward looking statements include statements about the Issuer's and/or Guarantors' expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Words or phrases such as "anticipate", "believe", "continue", "estimate", "expect", "intend", "may", "on-going", "plan", "potential", "predict", "project", "will" or similar words or phrases, or the negatives of those words or phrases, may identify forward looking statements, but the absence of these words does not necessarily mean that a statement is not forward looking. Examples of forward looking statements in this Offering Memorandum include, but are not limited to, statements regarding the Issuer's and/or Guarantors' disclosure concerning its operations, cash flows, capital expenditure and financial position.

Forward looking statements appear in a number of places in this Offering Memorandum including, without limitation, in the "Risk Factors", "Description of the Issuer" and "Description of the Guarantors" sections of this Offering Memorandum.

Investors are cautioned that forward looking statements are not guarantees of future performance. Forward looking statements may, and often do, differ materially from actual results. Any forward looking statements in this Offering Memorandum speak only as of the date of this Offering Memorandum, reflect the Issuer's and/or Guarantors' current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Issuer's and/or Guarantors' operations, results of operations, growth strategy and liquidity. Investors should specifically consider the factors identified in this Offering Memorandum which could cause actual results to differ before making an investment decision. All of the forward looking statements made in this Offering Memorandum are qualified by these cautionary statements. Neither the Issuer nor the Guarantors undertake any obligation to update or review any forward looking statement, whether as a result of new information, future developments or otherwise. All subsequent written and oral forward looking statements attributable to the Issuer, the Guarantors or individuals acting on behalf of the Issuer or the Guarantors are expressly qualified in their entirety by this paragraph.

Neither the Managers nor any other person mentioned in this Offering Memorandum, other than the Issuer and the Guarantors, is responsible for the information contained in this Offering Memorandum or any other document incorporated herein by reference, 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 or any responsibility for any acts or omissions of the Issuer, the Guarantors or any other person (other than the relevant Manager) in connection with the Offering Memorandum or the issue and offering of the Notes.

No Manager will be responsible for, or for investigating, any matter which is the subject of, any statement, representation, warranty or covenant of the Issuer or any Guarantor contained in this Offering Memorandum or any agreement or document relating to the Notes, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ARE ONLY TARGET MARKET: Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer'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 manufacturers' target market assessment) and determining appropriate distribution channels. For the avoidance of doubt, neither the Issuer nor any Guarantor is a MiFID regulated entity and does not qualify as a distributor or a manufacturer under the MiFID II product governance rules.

This Offering Memorandum is distributed only to and directed only at persons who are not classified as a retail client as defined in point (11) of Article 4(1) of MiFID II or equivalent applicable local regulatory classification.

This Offering Memorandum may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

In connection with the issue of the Notes, Crédit Agricole Corporate and Investment Bank (the "Stabilising Manager") (or persons acting on behalf of the Stabilising Manager) may over allot Notes or effect transactions with a view to supporting the 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 at any time after the adequate public disclosure of the terms of the offer of the Notes and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date of the Notes and 60 days after the date of the allotment of the Notes. Such stabilising or over allotment shall be in compliance with all laws, directives, regulations and rules of any relevant jurisdiction.

In this Offering Memorandum all references to "**dollars**", "**USD**", "**U.S. dollars**", "**U.S.$**" "**United States dollars**" or "**$**" are to the currency of the United States of America, references to "**€**", "**EUR**" or "**Euro**" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended, references to "**GBP**" are to the British pound sterling, the currency of the United Kingdom and its territories and references to "**AED**" are to the United Arab Emirates Dirham, the currency of the United Arab Emirates.

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1. RISK FACTORS

The Issuer and the Guarantors believe that the following factors may affect their ability to fulfil their obligations under the Notes or the Guarantee, as the case may be.

*An investment in the Notes involves a high degree of risk. Each potential investor should carefully consider the following risks, together with other information provided in this Offering Memorandum, in deciding whether to invest in the Notes. The occurrence of any of the events discussed below could materially adversely affect the Issuer or the Guarantors' business, financial condition or results of operations. If these events occur, the trading prices of the Notes could decline, the Issuer or the Guarantors may not be able to pay all or part of the interest on or principal of the Notes, and holders of the Notes (the "**Holders**" and each a "**Holder**") may lose all or part of their investment. Additional risks not currently known to the Issuer or the Guarantors or that they now deem immaterial may also harm the Issuer or the Guarantors and affect the Holders' investment.*

This Offering Memorandum contains "forward looking" statements that involve risks and uncertainties. Actual results may differ significantly from the results discussed in the forward looking statements. Factors that might cause such differences include those discussed below and elsewhere in this Offering Memorandum.

1.1. RISKS RELATING TO THE ISSUER AND THE GROUP

1.1.1. Risks related to the Issuer's business activities

The Credit Card Organisations with whom Wirecard cooperates may alter their regulations disadvantageously.

Wirecard Bank AG ("**Wirecard Bank**") and other subsidiaries of the Group are members or licence holders for the credit card companies i.a. MasterCard, Visa, and JCB International Co. Ltd. (the "**Credit Card Organisations**"). They have licences for issuing cards to private customers and for merchant acquiring. Wirecard Bank also holds licences for acquiring in respect of American Express, UnionPay and Discover/Diners Club. Hypothetically, if these license agreements were terminated or cancelled, this would have a considerable impact on the business activities of Wirecard or Wirecard Bank. The Credit Card Organisations, in particular Visa and MasterCard, have an influential position vis-à-vis banks/acquirers/merchants. This allows them to alter their rules unilaterally in circumstances where the acquirers are effectively unable to influence this process. Consequently, there is a fundamental risk that the Credit Card Organisations might change the business environment negatively. This might have a significant negative impact on Wirecard's net assets, financial positions and results of operations.

Wirecard is exposed to reputation risks.

There is a risk that the trust and confidence of customers, business partners, employees and investors is adversely impacted by a publicised report on a transaction, business partner or business practice. In particular, this risk arises from the intentional dissemination of false information, breach of contract by customers, misguided information, as well as communications by any dissatisfied employee or customer resulting in an adverse impact on the Group's reputation. This risk also arises if a short-seller discloses false facts, faked news, allegations or insinuations in preparation or in support of a short-selling attack. Wirecard has been confronted with several short-selling attacks in the past and the German federal financial supervisory authority (BaFin) imposed a temporary short-selling ban on the shares of Wirecard at the beginning of 2019 due to police investigations that these short-selling attacks had been planned beforehand, including the dissemination of negative press coverage due to bribery. As Wirecard continues to face allegations and threads by third parties demanding payment to avoid negative media coverage, it cannot be ruled out that some of those allegations and publications may, even if proofed wrong, still have an impact on Wirecard's reputation and the market price of its securities, including the Notes. For example, as a result of the reports of the summary of the investigations in Singapore into alleged irregularities in the accounting of subsidiaries in Asia (see "*Wirecard is exposed to compliance risks in Asia.*" below) or the described litigation risks (see "*Wirecard is exposed to litigation risks.*" below) there is a possibility of a negative impact on the trust placed in the Group. Though, not currently noticed by Wirecard's management, a negative impact on the acquisition of new customers, business partners, employees or investors might occur in the future.

If Wirecard were to fail to rapidly counter the communication of erroneous or misguided information, this could impact on Wirecard's net assets, financial position and results of operations, and other risks could be exacerbated.

Wirecard's customer projects are generally connected with risks as delays to their realisation can result in higher costs and damage to reputation, or also to significant contractual penalties.

The successful realisation of a customer project depends on a large number of factors. Although some of these factors cannot be influenced, or can only be partially influenced, by Wirecard, they can nevertheless negatively impact the Group's

business performance or jeopardise the realisation of a customer project through, for example, higher project expenditure and/or unexpected delays during implementation. In addition, damage to Wirecard's image and claims for compensation from customers may be caused by negative developments during the course of the project attributable directly to Wirecard, for instance due to bottlenecks in resources. Important projects at Wirecard can be found, in particular, in the area of IT. A further example constitutes the integration of the customer portfolios agreed to acquire from Citigroup in 2017. On 13 March 2017, Wirecard and the Citigroup subsidiaries CITIBANK, N.A. and CITIBANK OVERSEAS INVESTMENT CORPORATION agreed on the acquisition of the customer portfolios of Citi's credit card acceptance business in eleven Asian-Pacific markets by Wirecard. The portfolios to be acquired comprised initially a long standing customer base of more than 20,000 merchants, particularly from the travel and mobility sector, the financial services sector, luxury goods, retail trade and technology and telecommunications. With the closing of the portfolios in the majority of the initially covered Asian-Pacific markets, i.e. Singapore, Hong Kong, Malaysia, the Philippines, India, Australia and New Zealand, the transaction has been completed. However, for projects of this size a risk of a delay in the technical integration and migration cannot be completely ruled out.

Wirecard's project risk management and the targeted optimisation of the risk profiles of customer projects by its project managers may be insufficient or ineffective or may not have taken all relevant risks into consideration. For example, it is very likely that the allegations made against a subsidiary in Singapore will delay the timely integration of particular entities within the customer portfolios of Citigroup. It is considered likely that these allegations will lead to the belated issue of individual licences.

The realisation of project risks may negatively impact Wirecard's net assets, financial position and results of operations.

Wirecard's market shares and revenues could shrink due to intense competition, technical innovations and sector consolidation.

Wirecard operates in a market environment shaped by intense consolidation amongst its provider base. Technical developments for end devices utilised for Internet payments or mobile payments also mean that hardware manufacturers and telecommunication and internet companies are increasingly developing their own payment solutions and offering them on the market – in some cases supported by a large advertising budget. In addition, smaller payment providers are increasingly entering the market with innovative products. These developments may have a potentially negative impact on the business performance of Wirecard due to increased competition from new or stronger rivals.

As Wirecard aims to retain its leadership position in the market, the Group is required to further successfully implement its innovation and organic and external growth strategy. If Wirecard does not succeed, this could have a negative impact on its net assets, financial position and results of operations.

Wirecard is exposed to risks arising from the use of third-party services and technologies.

Parts of Wirecard's range of products and services call for the utilisation of external products and services. Qualitative deficiencies in the products supplied or services rendered, delayed or incomplete deliveries or services, or the total failure of these products or services may have a detrimental impact on Wirecard's business performance.

Changes to the usage rights for third-party software and technologies – to the extent that they are integrated into Wirecard's products – may delay both the development and market launch of these products, as well as negatively impact their functionality, and may result in the payment of higher licence fees.

Furthermore, there is a risk that licences will no longer be available in the future for third-party technologies that are in use, or that these technologies will no longer be accessible or are not accessible at an acceptable cost. In the short term, this may also result in significantly higher development costs for the integration of alternative technologies.

Wirecard relies on the services of external partners in order to make some of its range of products and services available. If a service includes the use of IT systems, there is a risk that customer and/or transaction data may be misused. If this leads, for example, to any breach of applicable data protection legislation and/or damage being sustained by customers, this could not only result in significant economic damage for Wirecard but also damage its reputation.

Wirecard utilises third parties, in particular, to sell its prepaid products. In this regard, it must monitor the reliability of these intermediaries and ensure that they comply with applicable laws and regulations. Any omissions could result in sanctions by relevant supervisory authorities and also – in the form of contractual penalties – by Credit Card Organisations and other contractual partners.

The system of active supplier and sales partner management implemented by Wirecard may be insufficient or ineffective and not be based on relevant quality criteria. The realisation of any of the above described risks could negatively impact Wirecard's net assets, financial position and results of operations.

Existing Wirecard customers could decide to cancel their contracts and switch to a competitor's product or service, license no further products or purchase no consulting and training services.

Wirecard generates a significant share of its revenues from its extensive portfolio of existing customers. The successful integration of the acquisitions made over previous years into the corporate network of the Group has contributed to the positive growth of Wirecard's portfolio of existing customers. If a significant number of regular customers were to decide to discontinue their business relationships with Wirecard, this would have a negative impact on the development of Wirecard's business and also influence the value of the acquired customer portfolio. This may result in impairments to recognised customer bases and therefore, in case of acquired customer portfolios negatively impact Wirecard's net assets, financial position and results of operations.

Wirecard is exposed to medium and long-term business strategy risks. Changes to the business environment conditions, and/or inadequate implementation of Wirecard's business strategy could impair the attainment of its strategic objectives.

Wirecard's strategy is subject to on-going development as part of a structured strategy process that is used as the basis for Wirecard's annual planning process. This entails defining strategic approaches and guiding principles, as well as setting quantitative targets for the Group, its operating units and Group companies. The results of this strategy development process are used as the basis for a long-term business strategy comprising significant business activities and target attainment measures. Similarly, a risk strategy consistent with this business strategy is also determined. In addition, external influencing factors such as market and competitive conditions in core markets (e.g. the use of crypto currencies such as Bitcoin), capital market requirements and regulatory changes, which may require adaptation of the business strategy, are also continuously monitored. If Wirecard were to fail to efficiently handle changes in the conditions found in the business environment or to successfully implement measures to adapt its strategy, this could negatively impact the net assets, financial position and results of its operations.

Wirecard is exposed to operational risks resulting from the cooperation with SoftBank.

The Management Board is authorised with the Supervisory Board's consent to issue bearer unsecured, non-subordinated convertible bonds with a total nominal value of EUR 900 million, divided into bearer bonds with equal rights with a nominal value of EUR 100,000.00 each with a term of five years ("**Convertible Bonds 2019/2024**"). The obligations of the Issuer arising from the Convertible Bonds 2019/2024 are of equal rank and have at least the same priority as all other unsecured and non-subordinated claims against the Issuer and are expected to qualify as a deliverable obligation for the purposes of the 2014 Credit Derivatives Definitions published by the International Swaps and Derivatives Association (ISDA). The Convertible Bonds 2019/2024 bear annual interest of 1.90 per cent. on their nominal amount. Interest is payable semi-annually in arrears.

On 24 April 2019, the Issuer and SoftBank Group Corp., Japan, ("**SoftBank**") signed a binding term sheet under which an affiliate of SoftBank shall invest in the Convertible Bonds 2019/2024, subject to the approval by the Issuer at its annual general meeting ("**Investment**"). In connection with the Investment, the parties also entered into a memorandum of understanding ("**MoU**") to confirm their general understanding regarding the framework for exploring (i) a strategic partnership and joint cooperation in the field of mobile and online payment services, such as payment processing, risk management, artificial intelligence, analytics, data driven services and other relevant services (card issuing (Boon), card acquiring, banking products and back end processes), and (ii) the joint development of other innovative services within the field of expertise of the Issuer, and (iii) the support for Wirecard's geographic expansion into Japan and South Korea (together, "**Cooperation**"). On 18 June 2019, the Issuer's annual general meeting approved the Investment and the Cooperation. The Issuer expects to enter into relevant agreements in respect to the Cooperation and to issue the Convertible Bonds 2019 / 2024 to SoftBank in September 2019.

Wirecard sees Asia as a large growth market and has therefore selected SoftBank as a targeted strategic partner and new strategic shareholder in order to further expand and consolidate its own market position. The SoftBank portfolio companies offer potential for Wirecard's sales in four business segments in particular: telecommunications, transport, end-customer business including e-commerce platforms (consumer), and FinTech. In Japan and South Korea, Wirecard plans in particular to (i) offer acquiring solutions (online and offline business as well as credit card payments), (ii) issue credit and prepaid cards (issuing), including digital payment solutions (wallet, Boon) and white label solutions for credit and prepaid cards, and (iii) offer services in the area of fraud risk management in payment processing. Together with SoftBank, Wirecard plans to set up its own sales organisation in Japan and South Korea, with SoftBank contributing its contacts and market knowledge in particular as far as possible and legally permissible. In line with the strategic assessment of Wirecard, it is

expected that the cooperation might make it easier for Wirecard to access markets that are traditionally difficult to access for foreign business activities. In addition to the above-mentioned business opportunities from offering existing products and services of Wirecard to the SoftBank portfolio companies and as part of the geographic expansion into Japan and South Korea, Wirecard also plans to develop new products and services together with SoftBank that are specifically tailored to the SoftBank portfolio companies and their so-called eco systems.

However, the above mentioned advantages of the Cooperation and envisaged business opportunities related thereto may, partially or completely, not realise or fail. The Cooperation could also turn out to be less profitable than expected. The realisation of any of these risks could negatively impact Wirecard's net assets, financial position and results of operations.

Wirecard is exposed to product development risks as investments into research and development may fail.

Intense competition requires Wirecard to ensure that its portfolio of products and services remains competitive in the long term, which calls for continuous product innovation. New product development is connected with many risks over which Wirecard frequently cannot exert any control. Product development must generate customer-oriented and reliable products. In particular, corrections to product characteristics at a late stage of development, or products that fail to address customers or the market, result in considerable expenditure and lead to significant financial disadvantages. A trend reversal may also occur on the market, rendering Wirecard's products unsuitable. Given its general positioning as an application service provider, in other words as an outsourcing service provider or a provider of white label solutions, Wirecard faces a general risk of a trend reversal towards the insourcing of development activities and/or the operation of IT infrastructure. Deviations from the planned realisation of projects can delay the market roll-out of new products, resulting in both opportunity costs and a loss of reputation, or direct claims for damages. Additional factors, such as entering new market segments and contractually acquiring responsibility for new products with respect to customers could increase these risks.

In general, all activities carried out by Wirecard, especially in the area of "research and development", are subject to innovation risk. Although Wirecard continuously tries to develop new products, in particular those in line with the global megatrends of block-chain technology, artificial intelligence and the Internet-of-Things (*Internet der Dinge*), Wirecard may fail to succeed in efficiently managing the development and enhancement of its products. The risk also exists that products that it has developed fall short of the expectations required of them, or that almost no related revenues are generated by them. Failing to provide newly developed products to the market might also endanger existing customer relationships.

If Wirecard fails to realise investments made in the area of "research and development" for products in line with the market, anticipated earnings contributions and related-value added services may fall short of expectations. This could negatively impact the Group's net assets, financial position and results of operations.

Wirecard is dependent on the commitment and expertise of its management and employees and its ability to attract qualified personnel.

Qualified and motivated employees are critical to sustained business success. The growth of Wirecard's business depends to a decisive degree on its ability to foster the loyalty of its current employees and also on its continuing ability to recruit highly qualified employees in the face of intense competition for skilled personnel and managers.

The availability of highly qualified employees, and consequently Wirecard's ability to adjust its capacities to meet demand, particularly affects the successful realisation of projects. Wirecard plans to continue to expand its activities. Its future success also depends on whether Wirecard proves sufficiently successful in recruiting highly qualified skilled personnel and managers for the Group. If Wirecard cannot effectively manage its personnel resources at its locations, it may be unable to efficiently and successfully manage its business.

The risks exist that Wirecard may be unable to retain key employees as well as maintain employee loyalty and motivation.

If Wirecard proves unable to recruit, motivate and retain employees, and in particular key personnel, this could negatively impact Wirecard's net assets, financial position and results of operations.

Wirecard is exposed to risks arising from acquisitions and goodwill valuation.

Wirecard has acquired various companies or parts of companies and customer portfolios in the past. If Wirecard were to be unable to efficiently integrate existing or future acquisitions, there is a risk of a negative effect on Wirecard's business activities.

Goodwill has resulted from the consolidation of various acquisitions. Within goodwill accounting and accounting for intangible assets impairment tests are performed. As multiple internal and external factors are considered in impairment

models, there is in general a valuation risk within the calculation and methodology. Wirecard plans to continue to realise some of its growth from moderate acquisitions. Negative business performance resulting from any acquisition could lead to a deterioration in the cash flows expected from the acquired company and consequently to a reduction in value due to goodwill impairment that would have a negative impact on Wirecard's earnings.

The integration of acquisitions is generally challenging, as it comprises many risks arising from the integration of customers, employees, technologies and products. There is no guarantee that such investments pay out or that Wirecard succeeds to integrate acquired companies into its existing structures, systems and policies.

The realisation of any of the above described risks could negatively impact Wirecard's net assets, financial position and results of operations.

1.1.2. Risks related to the Issuer's financial situation

There is a risk of value losses from receivables arising from contracts with business partners (e.g. merchants, consumers and business customers and other institutions/banks and acquiring partners).

Issues may arise with receivables due from merchants, for example, from chargebacks following merchant insolvency, violations of applicable rules and regulations by merchants, or fraud on the part of merchants. In principle, the risk involved in trade receivables depends on the merchant's business model. The risk is approximately proportional to the time delay between goods supplied or services rendered and the transaction, goods or services are to be provided at a later date (e.g., booking of airline tickets or tickets for certain events) tend to have a higher risk. As the periods within which chargebacks can be realised by the cardholder only commence once the deadline for delivery by the merchant has elapsed, this temporal decoupling results in an accumulation of open, i.e. non-fulfilled transactions. The customer is entitled to "chargeback", i.e. to recall his payment on non-fulfilled transactions which results in receivables at Wirecard. In the event of merchant insolvency this results in a negative impact on Wirecard's net assets, financial position and results of operations. A violation of the valid rules and regulations by a merchant may lead to a Credit Card Organisation as defined in the Risk Factor "*The Credit Card Organisations with whom Wirecard cooperates may alter their regulations disadvantageously"* calling for penalties to be imposed on the retailer. These payments would be charged to the retailer by Wirecard on the basis of existing agreements. For example, merchants can act fraudulently in various ways and, as a result, harm Wirecard in its role as an acquirer or as a party engaged in the payment process in some other role. Such fraudulent acts include fraud in relation to credit notes, fraudulent insolvency, submitting third-party payment records, reutilisation of card data and offering bogus services to end customers.

The predominant share of receivables results from the acquiring business. Transactions in acquiring are processed either via licensed acquirers belonging to Wirecard or via external acquiring partners. In both cases, Wirecard is subject to the main opportunities and risks associated with the transactions. Accordingly, receivables are due from Credit Card Organisations for acquiring via the licensed acquirers who belong to Wirecard or are due from the external acquiring partners if they have processed the transactions. Wirecard's receivables result from payment delays and the security reserve retained by the acquiring partner. The reserve held by the acquirer serves, as is customary in the sector, as a hedge against those financial risks resulting from the processing of the transactions. The reserve typically has a revolving character and exists for the length of the business relationship.

Furthermore risk clusters can evolve as the cumulated amount of the reserves is significant and the distribution of the reserves among the partners can be uneven. The level of default risk depends on the individual business partner, a possible insolvency of a major partner from this business segment could have a significant impact on Wirecard's net assets, financial position and results of operations. The free liquidity invested in "demand" deposits and overnight (call money) deposits on a short-term basis, fixed-term deposits and bank bearer bonds could also be jeopardised if these banks suffer insolvency or financial difficulties.

Furthermore, the investments by Wirecard in portfolios of commercial and consumer loans could be endangered by insolvency or financial difficulties experienced by counterparties. For instance, Wirecard issues in individual cases substantial loans to selected strategic cooperation partners such as Start Ups and FinTechs. In this business segment, default risks can have significant effects on the net assets, financial position and results of operations of the company.

Further risks may exist due to cross-border receivables. For example, it may be impossible to realise existing receivables, or only to do so with difficulty, as a result of different statutory regulations in other countries (regarding foreclosure, for instance). Similarly, a deterioration in the general economic conditions in individual countries – for example, as a result of political and social unrest, nationalisation and expropriation, non-recognition of foreign debts by the state, foreign exchange regulations, and the devaluation or depreciation of local currencies – could have a negative impact on Wirecard's receivables position and consequently in individual cases on its net assets, financial position and results of operations. In

particular, political and social unrest may suddenly lead to the destabilisation of a country or economic region that was previously considered to be stable. Therefore, significant financial investments abroad made as part of Wirecard's organic growth, for example, could be neutralised by negative developments in these countries.

The realisation of any of the above described risks could negatively impact Wirecard's net assets, financial position and results of operations.

Wirecard is exposed to the risk that cash requirements triggered by potential cash flow fluctuations cannot be covered or can only be covered at higher cost.

Wirecard continually invests substantial amounts of non-required liquidity in "demand" deposits, fixed-term deposits and overnight (call money) deposits on a short-term basis. The base liquidity is invested by Wirecard in both variable-rate bearer bonds and borrower's note loans from selected issuers fundamentally with a minimum (A-) investment grade rating, and partly with a minimum interest rate, and also in a portfolio of fixed-interest commercial and consumer loans. Risks may arise due to a liquidity shortage on account of mismatches occurring between the fixed investment term or the loan period and the time at which liquidity is required.

The variable-rate bearer bonds and borrower's note loans are due to be repaid at maturity at 100.00 per cent. If they are redeemed prior to their maturity, a price risk exists (a deviation either above or below the 100.00 per cent. expected at maturity) depending on changes to the Issuer's credit rating, the residual term to maturity and the current market interest rate level.

Furthermore Wirecard offers a growing number of merchant's instant settlement of transactions. Under instant settlements, merchants receive their money on the same day and before Wirecard is refunded by card schemes. Increased numbers of merchants with rapid transaction settlement could result in additional working capital needs and reduce the level and visibility of Wirecard's discretionary cash flow, as well as increase leverage.

Wirecard has lending commitments for refinancing. Along with the loans, additional credit lines from commercial banks are available as well as lines for guarantee credit facilities. There is the general refinancing risk at maturity of the existing refinancing solution that the renewal or prolongation cannot be concluded or could only be concluded under conditions which are not acceptable.

The realisation of any of the above described risks could negatively impact Wirecard's net assets, financial position and results of operations.

Wirecard is exposed to currency and exchange risks resulting from foreign currency positions and potential changes to corresponding exchange rates.

Currency risks exist, in particular, where assets, liabilities and revenues exist or arise in a currency other than the local currency of the Issuer. This increasingly impacts the "Payment Processing & Risk Management" and "Acquiring & Issuing" segments, which contribute a substantial part of their revenues in foreign currencies (mainly USD and GBP). A general risk exists with respect to the earnings of Wirecard that are to be reported in Euros if there is a weakening in the relevant foreign currency exchange rates. Equally, an increase in such exchange rates represents an opportunity.

In these segments, both receivables from and liabilities to merchants, banks and payment providers exist in foreign currencies. The use of derivative financial instruments is carried out subject to stringent controls based on mechanisms and uniform directives defined centrally. No forward exchange transactions or currency options are deployed with speculative intentions. If no hedging takes place, the residual risks of exchange rate fluctuations may influence Wirecard's earnings that are to be reported in Euros.

In addition, currency risks exist for major Mergers & Acquisitions ("**M&A**") transactions not processed in Euros where there is a significant time period between the signing of the contract and the closing of the contract. The length of this period and any special events that may occur during such period, such as possible political realignments due to elections or any other disruptive occurrences, could influence the currency risk.

There is no guarantee that the hedging measures that have been taken by Wirecard will prove successful in all instances. Therefore, realisation of any of the above described risks could negatively impact Wirecard's net assets, financial position and results of operations.

Interest rate fluctuations reflecting changes to market interest rates could negatively affect Wirecard's operating activities.

Wirecard has substantial liquidity at its disposal that is invested in demand and fixed-term deposits and/or overnight (call money) deposits with selected banks. The interest receivable on these investments is based on the interbank money market interest rate of the respective investment currency, less a standard banking margin. The interbank money market interest rate is subject to fluctuations that may impact realised earnings. As a result of the negative interest on deposits for banking in Euros (as of 31/12/2018: -0.40 per cent. p.a.) introduced by the European Central Bank ("**ECB**"), minor costs for the holding of liquidity in Euros in bank accounts may be incurred.

In order to optimise interest income from Wirecard Bank's base liquidity, Wirecard has decided to enter into selective short or medium-term securities investments with maturities of up to five years. These investments comprise collared floaters (variable rate bearer bonds and borrower's note loans from various banks fundamentally with a minimum (A-) investment-grade rating and with a minimum interest rate) and also individual, selected investments in portfolios of fixed-interest commercial and consumer loans as part of cooperations between Wirecard Bank and individual FinTech companies. Wirecard has established various credit facility agreements on syndicated as well as bilateral basis. In the syndicated loan facility floating interest rates on the basis of 1, 3, 6, or 12-month Euro Interbank Offered Rate ("**EURIBOR**"), plus a margin with the funding bank have been agreed. Such linkage to EURIBOR has become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause the relevant benchmarks to perform differently than in the past, or have other consequences which may have a material adverse effect on the value of and the amount payable under the floating rate notes. International proposals for reform of benchmarks include the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds ("**Benchmark Regulation**") which was fully applicable as of 1 January 2018. In addition, there are numerous other proposals, initiatives and investigations which may impact benchmarks. Any changes to a benchmark as a result of the Benchmark Regulation or other initiatives, could have a material adverse effect on the costs of refinancing debt linked to the EURIBOR or the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Following the implementation of any potential reforms relating to benchmarks, the manner of administration of some benchmarks may change or some benchmarks could be discontinued entirely, or there could be other consequences which cannot be predicted.

An increase in reference interest rates would incur the risk of an increase in interest expenses on debt financing. Equally, an increase in reference interest rates would result in an opportunity on the interest income side from existing bank deposits and securities. The realisation of any of the above described risks could negatively impact Wirecard's net assets, financial position and results of operations.

The Group's indebtedness imposes restrictions. If in the case of a breach of such restrictions the indebtedness under the Notes or certain other financing arrangements were to be accelerated, there can be no assurance that the Issuer's or any relevant Guarantors' assets would be sufficient to repay in full that indebtedness and the other indebtedness of the Issuer and/or any relevant Guarantor.

The Issuer has entered into a EUR 1,750 million syndicated revolving credit facility agreement dated 15 June 2018 with the Issuer as borrower, Guarantor 1, Guarantor 2, Guarantor 3 and Guarantor 4 as guarantors (as amended from time to time, the "**Revolving Facility Agreement**"), providing for a revolving credit facility amounting to EUR 1,750 million (the "**Revolving Credit Facility**"), with, among others, ABN Amro Bank N.V., Commerzbank Aktiengesellschaft, ING Bank, a branch of ING-DiBa AG and Landesbank Baden-Württemberg as mandated lead arrangers and Commerzbank Aktiengesellschaft as agent and certain financial institutions named therein as original lenders. The Revolving Credit Facility has been made available to the Issuer as borrower for general corporate purposes. Guarantor 5 is expected to accede to the Revolving Facility Agreement by end of September 2019. The original expiration date of the Revolving Facility Agreement is 15 June 2023. However, the term has been extended with regard to commitments in an amount of EUR 1,550 million until 15 June 2024 and the term of the commitments up to the total amount of EUR 1,750 million may be further extend until 15 June 2025.

The Revolving Facility Agreement includes covenants that require the Issuer, in particular, to maintain a maximum leverage ratio of consolidated total net financial debt to adjusted consolidated EBITDA. Other covenants restrict or have the effect of restricting the Group's ability to, among other things, dispose of assets, incur debt and create liens.

All of these covenants are subject to a number of important exceptions and qualifications. However, a breach of any of the covenants or conditions of the Group's financing arrangements could result in a default and acceleration of the debt under

the respective arrangement, which could, in turn, lead to additional defaults and acceleration of the debt under the Group's other financing arrangements.

If there is a breach of the covenants of any financing arrangements and the relevant obligor is unable to cure the breach (to the extent the breach is capable of being cured) or to obtain a waiver from the lenders (to the extent the covenant is capable of being waived), the Issuer would be in default under the terms of such arrangement. A default under any financing arrangements could result in a default under other financing arrangements, and could cause lenders under other arrangements to accelerate such financing arrangements, in which case the amounts under those arrangements would become due as well, and could result in the inability to draw amounts under the Revolving Facility Agreement. If the Notes or certain other financing arrangements were to be accelerated, there can be no assurance that the Group's assets would be sufficient to repay in full that indebtedness and the other indebtedness of the Group.

Furthermore, the cross-acceleration clause in the terms and conditions of the Notes is limited to Capital Markets Indebtedness (as defined in the terms and conditions of the Notes). Hence, a default of the Group under its current financing arrangements will not allow Holders to accelerate the Notes. Therefore, Holders are exposed to a structural subordination compared to other lenders of the Group since the Notes provide for more restrictive events of default and limited covenants compared to other financing arrangements of the Group.

Despite the Group's existing indebtedness, the Group may still be able to incur significantly more debt; this could intensify the risks described above.

Neither the terms and conditions of the Notes nor the terms of the Guarantee provide for any restriction on the amount of debt which the Issuer and/or any Guarantor may issue or enter into which ranks equal to the Notes and/or the Guarantee, as the case may be. Hence, despite the Group's existing indebtedness, the Group may still be able to incur significantly more debt in the future, provided that such indebtedness does not exceed the limit on indebtedness imposed by the Revolving Facility Agreement or other financing arrangements. If additional debt is added to the Group's current debt levels, the related risks that the Group now face could intensify and such additional incurrence may reduce the amount recoverable by the Holders upon winding-up or insolvency of the Issuer and/or any Guarantor, as the case may be.

1.1.3. Risks related to the Issuer's corporate structure

The Issuer is a holding company and relies on distributions from its subsidiaries to meet its payment obligations.

The Issuer acts as holding company for the Group. The Issuer has a material amount of independent operations, and derives substantially all of its consolidated revenue from its direct or indirect operating subsidiaries. Consequently, the Issuer's cash flow and its ability to meet its obligations under the Notes are dependent upon the profitability and cash flow of its subsidiaries and payments by such respective subsidiaries to the Issuer in the form of loans, dividends, fees, rental payments, or otherwise, as well as the Issuer's own credit arrangements. These are, in turn, subject to many of the same risks, limitations and uncertainties relating to the Issuer described elsewhere in this risk factor section.

The ability of the Issuer's subsidiaries to make payments to the Issuer may be restricted by, among other things, applicable corporate and other laws and regulations and by the terms of covenants and restrictions contained in financing agreements to which the Issuer's subsidiaries will be a party. Any failure to comply with such covenants and restrictions could delay or preclude the distribution of dividend payments or any other similar payments to the Issuer.

1.1.4. Legal and regulatory risks

Wirecard is exposed to litigation risks.

Wirecard is routinely involved in claims, lawsuits, regulatory and tax audits, investigations and other legal matters arising, for the most part, in the ordinary course of its business.

Beyond this, Wirecard is involved in the following lawsuit and out-of-court proceedings:

An insolvency administrator for a former IT service provider is pursuing the enforcement of a claim against a company in the Group due to a confession of judgement from 2014. Wirecard has submitted an appeal against the enforcement on the basis that the claim has already been fulfilled.

As a result of the loss in value of the Issuer's shares in relation to the summary of the investigations in Singapore presented (see risk factor "*Wirecard is exposed to compliance risks in Asia*." below), there were also losses in value in the United States for unsponsored American depository receipts issued by third parties. On the basis of these events, a class action lawsuit is pending in California, United States, to receive compensation for the losses in value of the unsponsored American

depository receipts. The lawsuit is in its early stages and the defendants are yet to be served. The Issuer and its officers intend to file a motion to dismiss the case if and when they are served. The outcome of the lawsuit is difficult to predict at this early stage because the admissibility and also the justification for the lawsuit are under dispute. In addition, there are on-going investigations against Wirecard employees in Singapore whose final results are currently unknown.

Certain former minority shareholders of an acquired Group entity in India (Hermes) in 2015 have brought two claims in England against previous co-shareholders and the Issuer. The claims are based on the allegation that the former minority shareholders had not received the true value of the shares sold by them during the Hermes restructure in 2015. It is currently not possible to make a reliable statement about the further process and outcome of the claims.

An Indian company brought a claim in India against, inter alia, the Issuer in March 2019. The claim is based on the allegation of having caused the claimant financial disadvantages. Based on the current assessment, the factual basis for the claim seems to be incorrect. At this point in time, it is not possible to make a reliable statement about the further process and outcome of the claims.

In summary, the aforementioned claims and lawsuits having up to considerable impact on the Group's net assets, financial position and results of operations arising from current litigation cases cannot be completely excluded.

Wirecard may be exposed to the risk of infringements of its intellectual property rights.

It is of central importance to the Group's success to manufacture competitive products. This presupposes a high technological standard. Thus, the economic fate of the Group hinges on the protection of its intellectual property. Wirecard achieves this protection primarily through agreements with employees and third parties as well as through other measures. To a limited extent, the statutory provisions on trademarks, copyrights and trade secrets also contribute in this regard. Despite these efforts to protect intellectual property, there may be attempts by unauthorised third parties to copy elements of the products or to obtain and use information that the Group considers its intellectual property. Unauthorised use of its intellectual property is difficult to discover and Wirecard, like many other software manufacturers, is unable to determine the extent of software piracy of its products. Hence, the measures deployed by Wirecard to protect its intellectual property may not be sufficient to achieve this objective. Besides, the confidentiality agreements entered into with employees, consultants and other parties involved in software development might be infringed while Wirecard is not or only to a limited extent able to remedy such infringements. Furthermore, third parties competing with Wirecard might develop products and technologies similar to its developments while Wirecard proves unable to prevent these copied products from penetrating the market. This might have a considerable negative impact on Wirecard's net assets, financial positions and results of operations.

Infringements of the General Data Protection Regulation and/or failures to safeguard confidential data could expose Wirecard to significant regulatory fines or penalties, liability and/or reputational damage.

The Regulation (EU) 2016/679 ("**General Data Protection Regulation**" or "**GDPR**") came into force on 25 May 2018. The General Data Protection Regulation standardises the rules for the processing of personal data by private companies, public companies and public authorities. As well as additional amendments to the rules, the regulation also increased the possible fines for data protection violations. The maximum fine for particularly serious violations is now EUR 20 million or 4 per cent. of global revenue in the previous fiscal year, depending on which figure is higher. If Wirecard or a subcontractor engaged by Wirecard breach requirements stipulated by GDPR, this could also have a negative impact on its business performance. The realisation of this risk could negatively impact Wirecard's reputation and its net assets, financial position and results of operations.

Current and future promulgations concerning regulatory conditions and non-compliance with them could negatively affect the business performance of Wirecard.

Wirecard provides payment processing services and payment methods for a wide variety of goods and services both nationally and internationally. In addition to the laws and regulations in relation to the capital markets and publicly listed (*börsennotiert*) companies which apply to Wirecard, legal and regulatory requirements for payment systems and payment products as well as the banking regulations applying to Wirecard Bank consequently impact the company's business performance in all countries in which Wirecard operates. These compliance requirements can manifest themselves in, for example, anti-corruption regulations or the equity requirements for banks in accordance with the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (Capital Requirements Regulation). Wirecard's legal and regulatory requirements generally increase through the continuous expansion in licences for the issuing of card instruments, payment acceptance in selected countries and rendering financial services. However, the legal and regulatory conditions and risks that apply to the products and services offered by Wirecard's customers – meaning predominantly the merchants and service providers operating on the

internet – also have a direct or indirect bearing on Wirecard's business performance. Contractual conditions and issues relating to tax law are of particular significance in the cross-border segment. The expertise necessary for assessing day-to-day operations is carried out by its qualified employees. In addition, Wirecard also enlists the services of external legal and tax consultants when dealing with complex issues.

The underlying legal and regulatory conditions have a material impact on product design and the organisation of sales processes and sales structures. Future measures brought in by legislators, or a stricter interpretation of existing law and regulations by courts or authorities, could significantly restrict the sales of various products – ranging from prepaid products to financial services. The risk exists that it may no longer be permissible to offer specific products, or to offer them in their current form. In particular, political and social unrest may suddenly lead to the destabilisation of a country or economic region that was previously considered to be stable. This may lead to the permanent deterioration of the framework conditions through a ban on certain business models.

In parallel, laws and regulations governing the use of the Internet or guidelines concerning the development or provision of software and/or services can differ profoundly both on a national and international scale. For instance, customers in the field of online pharmacies and gambling are subject to a high degree of national or international regulation. The result may be that certain transactions or the processing of payments online may only be possible to a limited extent or not at all, depending on the countries in question.

In Wirecard's business areas, risks deriving from legal and regulatory developments or non-compliance with the same, could have a considerable negative impact on Wirecard's net assets, financial position and results of operations.

Existing contractual relationships could be terminated due to contractual obligations not being fulfilled, not being fulfilled on time, or not being fulfilled to their full extent.

Wirecard has, in some cases, used borrowing to finance the acquisition of companies or parts of companies. The Issuer's management board ("**Management Board**") has concluded credit agreements for the realisation of this strategy. In these agreements, Wirecard has made standard undertakings to meet certain covenants. In addition, as part of the standard contractual conditions applied by the banks, a restriction has been imposed on its ability to encumber or sell assets, acquire other companies or participating interests, or perform conversions. Furthermore, the margin agreed with the funding bank (see Risk Factor "*Interest rate fluctuations reflecting changes to market interest rates could negatively affect Wirecard's operating activities.",* above) is subject to a grid depending on the Net Leverage Ratio (ratio of consolidated net financial debt to adjusted consolidated EBITDA). As such, Wirecard faces the risk of an increased margin in case the Net Leverage Ratio significantly changes. Wirecard fully complies with these contractual terms. The Management Board does not believe that these contractual conditions will have a negative impact on Wirecard's business activities.

If Wirecard proves unable to fully comply with its contractual obligations, the resulting effects could have a considerable negative impact on Wirecard's net assets, financial position and results of operations.

Wirecard is exposed to compliance risks in Asia.

In the spring of 2018, the Group's Legal and Compliance Department was informed that a whistle-blower had disclosed various potentially unlawful activities which had purportedly occurred in the Accounting Department of the Group's Singaporean subsidiary. The whistle-blower alleged the occurrence of round tripping without economic substance (*Karussellgeschäfte*) and corruption by way of, among other things, money laundering and deception thereby leading to the supervisory authorities being deceived in respect of the granting of licenses.

The Group instructed the Singaporean law firm Rajah & Tann LLP ("**Rajah & Tann**") to conduct an investigation and evaluation of the allegations against the Group, its Asian entities and certain of their employees. A team of forensic experts from Control Risks ("**Control Risks**"), an independent consulting firm, assisted Rajah & Tann. The investigation and evaluation process involved conducting internal interviews, analysing mass data, reviewing employees' electronic mailboxes, reviewing individual cases and conducting interviews with third parties (such as customers and suppliers). In particular, the investigation involved undertaking a thorough audit of potential relevant key transactions. Once Rajah & Tann completed the investigation and evaluation process, they submitted their final report to the Issuer. In consultation with Rajah & Tann, the Issuer published a "*Summary of Updated Findings*" press release on 26 March 2019. The headline findings of the investigation for the fiscal year 2017 are *inter alia* that revenues of EUR 2.5 million resulting from a purported contract was wrongfully recorded and an amount of EUR 2.3 million was entered into an aged receivables report of a subsidiary of the Group. This did not create a material impact on the Group's assets or on its earnings and financial position. These findings were reflected in the audited consolidated financial statements of the Group as of and for the year ended 31 December 2018. As a result and pertaining to the fiscal year 2017, revenues were reduced in total by EUR 1.5 million, trade receivables were reduced by EUR 11.0 million and one trade payable totalling EUR 10.0 million were posted

in the updated accounts (since the original entries were recorded with the sales agent as contractual partner, but should have been attributed to the customer or supplier) in connection with the retrospective corrections in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

Although during the course of the investigations conducted, there has been nothing to confirm either the alleged round-tripping without economic substance or the allegations of corruption and no facts have emerged that would substantiate suspicions of money laundering or of the supervisory authorities being deceived with regard to the granting of licenses, the authorities in Singapore are currently still looking into specific allegations against the Group, its Asian entities and certain of their employees. It cannot be ruled out that one or other employees may have committed punishable offences. In addition, until today no corrections or other disclosures needed to be made in the notes to the consolidated financial statements and group management report for year ended 31 December 2018. However, it cannot be ruled out that the on-going investigations by the authorities in Singapore may in the future yield findings, which may have effects on the assets, liabilities, financial position and financial performance of the Group and would have to be presented in the Group's accounting. Due to the uncertainties regarding the current and/or any future legal disputes and the possible new findings of investigations being conducted due to the allegations, it can also not be ruled out that estimates of the effects of the presented matters may be different in the future. Furthermore, the additional compliance measures which Wirecard have implemented, such as, for example, enhancing internal controls requiring a greater involvement of the Group Head Office and introducing further extensive training for members of staff, could be insufficient to prevent comparable incidents in the future.

Any violation of compliance rules and associated investigations could have a negative impact on Wirecard's reputation, and could negatively impact Wirecard's net assets, financial position and results of operations.

1.1.5. Internal Control and IT Risks

System outages, problems with system developments and human error could negatively affect Wirecard's business performance.

Information technology represents a strategic factor for success in Wirecard's business activities. The quality and availability of information systems and Wirecard's ability to respond speedily, flexibly and in a cost-efficient manner to changing market requirements are critical to its financial and business success. System outages, problems with quality or delays in developing or rolling out new products as a result of structural deficiencies in Wirecard's IT systems can have a significant negative impact on Wirecard's business performance. Attacks could result in the abuse of Wirecard's IT systems and a reduction in the availability of Wirecard's services and products. The insufficient availability of Wirecard's IT systems could result in possible claims for damages from customers, reduce customer satisfaction and have a negative impact on Wirecard's business performance. Wirecard regards risks to its IT systems as the possibility that one or several weaknesses in IT systems or software will be exploited by a specific threat, causing confidentiality and integrity to be compromised or availability to be impaired. In principle, such risks can also arise due to the design of information systems based on modular and standardised solutions from well-known providers. Even though high-availability and redundant infrastructures in data centres and clouds are used, Wirecard could not completely rule out time-limited availability disruptions.

Any successful attack on its IT systems or mistakes by employees could negatively impact Wirecard's reputation and thereby its net assets, financial position and results of operations.

Wirecard is exposed to risks arising from impermissible publication and modification of data.

There is a risk that both customer data and internal data are published or manipulated in an impermissible manner, thereby generating losses for Wirecard.

Due to the nature of its business activities, extensive transaction data is held by Wirecard, which includes information on both the business activities of corporate customers and the spending patterns and credit status of consumers. The publication of confidential customer data can have a substantial adverse impact on the Issuer's business performance, both through a loss in reputation and direct claims for damages or contractual penalties. The falsification of customer data may have a negative impact on Wirecard's business performance, through a direct cash outflow due to erroneous payments made during the course of payment transactions of Wirecard Bank, and lost revenues due to incorrect statements in other business areas.

The realisation of any of the above described risks could negatively impact Wirecard's reputation and its net assets, financial position and results of operations.

1.1.6. Environmental, social and governance risks

Wirecard is exposed to uncertainties relating to the global economy, financial markets and political circumstances.

Legal and regulatory changes in the national and international environment could have a direct or indirect influence on Wirecard's business performance. An increased level of political uncertainty and the increasing appeal of Eurosceptic opinions for voters in a number of countries within the European Union ("**EU**") could thus have an adverse impact on European integration. In countries outside of the EU, in which Wirecard is represented by subsidiaries, there could be far-reaching political changes. An escalation of these political changes could have unforeseeable political consequences and lead to a situation where, for example, certain transactions or their payment processing is only possible to a limited extent or in some countries is no longer possible at all. Moreover, growth in those emerging markets where Wirecard is active could weaken, stagnate or even decrease – resulting in a failure to meet business expectations in these countries which could thus have a direct impact on the planned international growth of Wirecard. In addition, the transaction-based business model of Wirecard may indirectly experience adverse effects due to consumer behaviour. In the event of a major deterioration in global economic conditions and a substantial decline in consumer spending, a negative impact on the course of business and performance of Wirecard may be incurred. Moreover, the purchasing power of consumers may fall, thereby affecting the volume of transactions processed by retailers through Wirecard.

Furthermore, the vote by the United Kingdom ("**UK**") to leave the EU ("**Brexit**") and the concerns as to whether Brexit will be an orderly or disorderly exit are creating economic uncertainty and will play an important role for the development of both regions. Although Wirecard does not expect any significant negative impact on the Group, even in the event of the UK leaving both the single market and the customs union ("**Hard Brexit**") and the simultaneous loss of passporting rights for credit and financial institutions based in the UK, a Hard Brexit could lead to uncertainties with regard to the EU passporting model, which currently allows credit and financial institutions based in an EU member state to provide cross-border financial services within all EU member states. In this context, the solutions and strategies developed by Wirecard for the UK's possible exit scenarios in order to keep the impact on the business models of Wirecard and its customers as limited as possible, namely the foundation of the new company Wirecard Luxembourg S.A. in order to manage regulatory risks associated with Brexit, could prove insufficient or ineffective.

Furthermore, Brexit could decelerate the current growth of trade and services on the Internet compared with traditional "bricks and mortar" stores and could thereby lead to a decline in Wirecard's business.

The realisation of any of the above described uncertainties relating to the global economy, financial markets and political circumstances could negatively impact Wirecard's net assets, financial position and results of operations.

1.2. RISKS RELATING TO THE GUARANTORS

1.2.1. Risks related to the Guarantors' financial situation

Wirecard Technologies GmbH and Wirecard Sales International Holding GmbH are parties to a profit and loss transfer agreement.

Wirecard Technologies GmbH ("**Guarantor 1**") and Wirecard Sales International Holding GmbH ("**Guarantor 2**") have entered into profit and loss transfer agreements (*Gewinnabführungsverträge*) with the Issuer to facilitate the establishment of a cash pool. Pursuant to this arrangement, they transfer their whole annual profit to the Issuer and are simultaneously dependent on the Issuer's ability to make the statutorily prescribed compensation payments (*Ausgleichszahlungen*). Being a mere holding company, the Issuer's ability to satisfy such claims for compensation payments depends on the ability of its remaining subsidiaries to generate sufficient cash flow (see "*The Issuer is a holding company and relies on distributions from its subsidiaries to meet its payment obligations*. "). Furthermore, as the whole profit of both Guarantors is already transferred to the Issuer they can't fall back on this financial source to satisfy claims arising out of the guarantees. Rather, they might only liquidate their assets to fulfil the claims of Holders which might not suffice to do so.

The realisation of any of the above described risks could negatively impact on the net assets, financial position and results of operations of Guarantor 1 and/or Guarantor 2, respectively. Consequently, this could have a negative impact on the ability of Guarantor 1 and/or Guarantor 2 to meet its respective obligations under the Guarantee and the Notes.

1.2.2. Risks related to the Guarantors' corporate structure

Wirecard Payment Solutions Holdings Limited.

Wirecard Payment Solutions Holdings Limited ("**Guarantor 3**") serves as holding company for the business activities of the Group in the UK. Guarantor 3 does not have any material assets and does not participate in the operations with the Group's customers. Consequently, Guarantor 3's cash flow and its ability to meet its obligations under the Guarantee and the Notes is dependent upon the profitability and cash flow of its regional subsidiaries and payments by such respective subsidiaries in the form of loans, dividends, fees, rental payments, or otherwise. These are, in turn, subject to many of the same risks, limitations and uncertainties relating to the Issuer described elsewhere under "*Risks relating to the Issuer and the Group*".

1.2.3. Environmental, social and governance risks

The Group and in particular CardSystems Middle East FZ-LLC ("Guarantor 4") and Wirecard Processing FZ-LLC ("Guarantor 5") are subject to political and economic conditions in the United Arab Emirates.

The Group and in particular Guarantor 4 and Guarantor 5 currently conduct certain of their operations and have interests located in the United Arab Emirates ("**UAE**"). The Group's results of operations are, and will continue to be, generally affected by financial, economic and political developments in or affecting the UAE and, in particular, by the level of economic activity in the UAE. It is not possible to predict the occurrence of events or circumstances, such as war or hostilities, or the impact of such occurrences, and no assurance can be given that Guarantor 4 and Guarantor 5 would be able to sustain the operation of its business if adverse political events or circumstances were to occur. A general downturn or instability in certain sectors of the UAE or its regional economy could have an adverse effect on the Group's and in particular Guarantor 4's and Guarantor 5's business, results of operations, financial condition and prospects. Investors should also note that the Group's and in particular Guarantor 4's and Guarantor 5's business and financial performance could be adversely affected by political, economic or related developments both within and outside the Middle East because of interrelationships within the global financial markets. In addition, the implementation by the UAE federal government of restrictive fiscal or monetary policies or regulations, including changes with respect to interest rates, new legal interpretations of existing regulations or the introduction of taxation or exchange controls could have a material adverse effect on Wirecard's business, financial condition and results of operations and thereby affect ability to perform its obligations in respect of any Notes. While the UAE is seen as a relatively stable political environment, certain other jurisdictions in the Middle East are not. Instability in the Middle East may result from a number of factors, including government or military regime change, civil unrest or terrorism. In particular, since early 2011 there has been political unrest in a range of countries in the Middle East and North Africa region, including Egypt, Algeria, Libya, Bahrain, Saudi Arabia, Yemen, Syria, Tunisia, and Iraq. There can be no assurance that extremists or terrorist groups will not initiate violent activities in the Middle East or that the governments of the Middle East will be successful in maintaining domestic order and stability. Any of the foregoing circumstances could have a material adverse effect on the political and economic stability of the Middle East and, in particular, could impact the number of tourists that choose to visit the UAE and the number of businesses interested in doing business in the UAE and, consequently, could have a material adverse effect on the business, results of operations, financial condition and prospects of Guarantor 4 and of Guarantor 5, and thereby affect the ability of Guarantor 4 and of Guarantor 5, respectively, to perform its respective obligations in respect of the Guarantee or the Notes. Investors should also be aware that investments in emerging markets are subject to greater risks than those in more developed markets, including risks such as:

- political, social and economic instability;
- external acts of warfare and civil clashes;
- governments' actions or interventions, including tariffs, protectionism, subsidies, expropriation of assets
- and cancellation of contractual rights;
- regulatory, taxation and other changes in law;
- difficulties and delays in obtaining new permits and consents for business operations or renewing existing ones;
- potential lack of reliability as to title to real property;
- lack of infrastructure; and

- inability to repatriate profits and/or dividends.

The realisation of any of the above described risks could negatively impact on the net assets, financial position and results of operations of Guarantor 4 and/or Guarantor 5, respectively. Consequently, this could have a negative impact on the ability of Guarantor 4 and/or Guarantor 5 to meet its respective obligations under the Guarantee and the Notes.

1.3. RISKS RELATING TO THE NOTES AND THE GUARANTEE

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes which could lead to substantial losses that Holders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Notes comprise, *inter alia*, the following risks:

1.3.1. Risks related to the nature and the terms and conditions of the Notes

Risk of a partial or total failure of the Issuer to make interest and/or redemption payments

Any person who purchases the Notes is relying on the creditworthiness of the Issuer and the Guarantors and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes and of any Guarantor to make payments under the Guarantee. The worse the creditworthiness of the Issuer (see also "*1.1. Risks relating to the Issuer and the Group*" above) and/or the Guarantors (see also "*1.2. Risks relating to the Guarantors*" above), the higher the risk of loss resulting from an investment in the Notes.

The specific risk is that if a credit risk (for example, because of the materialisation of any of the risks regarding the Issuer and/or the Group or any Guarantor) realizes this may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes or of the Guarantor to make payments under the Guarantee which in turn may result in a Holder's loss of the investment in the Notes.

The Notes may not be a suitable investment for all investors.

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

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

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers prior to investing in the Notes to determine whether and to what extent (i) the Notes are permitted investments for it, (ii) where relevant, the Notes can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules. Each investor should also consider the tax consequences of investing in the Notes and consult its own tax advisers with respect to the acquisition, sale and redemption of the Notes in light of its personal situation.

The specific risk is that if an investment in the Notes turns out to be not a suitable investment for such investor due to the factors set out above, such investor may suffer a substantial loss which may negatively impact its overall investment strategy.

The Notes bear specific risks typical for fixed rate notes.

The Notes are fixed rate notes. Therefore, each Holder is particularly exposed to the risk that the price of the Notes falls as a result of changes in market interest rates. While the nominal interest rate of the Notes as specified in the Terms and Conditions is fixed during the term of the Notes, the current market interest rates typically change on a daily basis. As the market interest rates change, the price of fixed rate notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate notes typically decreases, until the yield of such notes is approximately equal to the market interest rate of comparable issues.

The specific risk is that if Holders are forced to sell their Notes via the Luxembourg Stock Exchange at relevant trading prices such prices may be lower than the amount invested in the Notes which in turn may result in a Holder's loss of the investment in the Notes.

The Notes are subject to exchange rate risks.

The Issuer will pay principal and interest on the Notes in Euros. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euros. These include the risk that exchange rates may change significantly (including changes due to devaluation of the Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate.

The specific risk is that as a result of any of the risks described in this sub-paragraph, investors may receive less interest or principal than expected, or no interest or principal which in turn may result in a Holder's loss of the investment in the Notes.

The Notes are subject to inflation risks.

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on a Note. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

The specific risk is that if the inflation rate increases during the term of the investment or is higher when the Notes are redeemed compared to the point of time of the investment, investors will suffer a lower yield of the investment in the Notes than expected when investing in the Notes which in turn may result in a Holder's loss of the investment in the Notes.

The Notes are subject to a risk of early redemption, including a call right at the option of the Issuer (make-whole) and as a result of the Issuer having the right to call the Notes prior to maturity for reason of minimal outstanding aggregate principal amount.

The Notes are subject to a risk of early redemption. The Issuer may, at its option, redeem all or part of the Notes by paying a "make-whole" premium in accordance with the Terms and Conditions. Moreover, the Issuer has the right to call the Notes prior to maturity for reason of minimal outstanding aggregate principal amount of the Notes as set out in the Terms and Conditions.

The specific risk is that if the Issuer redeems the Notes prior to the final maturity date of the Notes a Holder is exposed to the risk that due to such early redemption its investment will have a lower than expected yield at the point of time when investing in the Notes. Also, in case of an early redemption of the Notes, a Holder may only be able to reinvest on less favourable conditions as compared to the original investment which may result in a lower yield than expected when investing in the Notes.

In case of certain events of default, the Notes will only be redeemable if Holders of at least 10 per cent. of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration might be rescinded by majority resolution of the Holders

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when the Paying Agent has received such default notices from Holders representing at least 15 per cent. of the aggregate principal amount of the Notes then outstanding. Under the German Act on Issues of Debt Securities of 2009 (*Gesetz über Schuldverschreibungen aus Gesamtemissionen - SchVG*; "**German Act on Issues of Debt**

Securities"), even if a default notice is given by a sufficient number of Holders, it could be rescinded by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Holders would have to consent to a rescission than have delivered default notices. Holders should be aware that, as a result, they may not be able to accelerate their Notes upon the occurrence of certain events of default, unless the required quorum of Holders with respect to the Notes delivers default notices and such acceleration is not rescinded by majority resolution of the Holders.

Although the occurrence of specific change of control events will permit the Holders to require redemption of the Notes, the Issuer may not be able to redeem such Notes.

Upon the occurrence of a specific change of control event pursuant to the Terms and Conditions, Holders will have the right to require redemption of the Notes at their principal amount, plus accrued and unpaid interest. The Issuer's or the Guarantors' ability to redeem the Notes upon such a change of control event will be limited by its access to funds at the time of the redemption. Upon a change of control event, the Issuer and the Guarantors may be required to immediately repay the outstanding principal, any accrued interest on and any other amounts owed by it under other debt outstanding. The source of funds for these repayments would be the available cash or cash generated from other sources. However, there can be no assurance that there will be sufficient funds available upon a change of control event to make these repayments and any required redemption of the Notes.

The specific risk is that if neither the Issuer nor the Guarantor are able to fund such early redemption due to a change of control event Holders may suffer a loss of their investment.

The Terms and Conditions and the terms of the Guarantee, including the terms of payment of principal and interest, can be amended by a Holders' resolution and any such resolution will be binding for all Holders. Any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding.

According to the Terms and Conditions and the German Act on Issues of Debt Securities of 2009, Holders can, by resolution, consent to amendments of the Terms and Conditions of such Notes and the Guarantee. Accordingly, although no obligation to make any payment or render any other performance may be imposed on any Holder, the Holders may, by resolution, materially change the substance of the Terms and Conditions, in particular in the case of Section 5 paragraph 3 numbers 1 through 9 of the German Act on Issues of Debt Securities. Under the German Act on Issues of Debt Securities and the Terms and Conditions of Notes, such amendments require a resolution of Holders holding in the aggregate at least 75 per cent. of the votes cast in respect of the Notes. Subject to contestation in court, any such resolution will be binding on all Holders.

The voting process under the Terms and Conditions will be governed in accordance with the German Act on Issues of Debt Securities, pursuant to which the required participation of Holder votes (quorum) is principally set at 50 per cent. of the aggregate principal amount of outstanding Notes at the time of the first Holders' meeting or a vote without meeting. If the quorum is not met for the first voting process, there is no minimum quorum for the second voting process in relation to the same resolution (unless the resolution to be passed requires a qualified majority, in which case Holders representing at least 25 per cent. of outstanding Notes by principal amount must participate in the meeting). As the relevant majority for Holders' resolutions is generally based on votes cast, rather than on principal amount of Notes outstanding, the aggregate principal amount of Notes required to vote in favour of an amendment will vary based on the Holders' votes participating.

The specific risk is that Holders are being outvoted and losing rights towards the Issuer or the Guarantors against its will in the event that Holders holding a sufficient aggregate principal amount of the Notes participate in the vote and agree to amend the Terms and Conditions of Notes or the terms of the Guarantee by majority vote in accordance with the Terms and Conditions and the German Act on Issues of Debt Securities which in turn may result in a Holder's loss of the investment in the Notes. Any such majority resolution will even be binding on Holders, who have declared their claims arising from the Notes due and payable based on the occurrence of an event of default, but who have not received payment from the Issuer and/or the Guarantor prior to the amendment taking effect.

Since no Holders' Representative will be appointed as from the issue date of Notes, it will be more difficult for Holders to take collective action with respect to the Notes and the Guarantee.

Under the German Act on Issues of Debt Securities, an initial joint representative (*gemeinsamer Vertreter*) of the Holders (the "**Holders' Representative**") may be appointed by way of the terms and conditions of an issue. The Holders' Representative is not a trustee and its functions differ in material respects from those of a trustee appointed under the U.S. Trust Indenture Act of 1939 or similar legislation. No initial Holders' Representative will be appointed under the Terms

and Conditions. Any appointment of a Holders' Representative for the Notes post issuance of the Notes will, therefore, require a majority resolution of the Holders.

The specific risk is that if the appointment of a Holders' Representative is delayed, this will make it more difficult or even impossible for Holders to take collective action to enforce their rights under the Notes and the Guarantee.

It is possible that a Holder may be deprived in its individual right to pursue and enforce its rights under the Terms and Conditions if such right was passed on a Holders' Representative.

If a Holders' Representative will be appointed by majority decision of the Holders it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, if such right was passed to the Holders' Representative by majority vote who is then exclusively responsible to claim and enforce the rights of all the Holders.

The specific risk is that Holders may not be able to enforce their rights under the Notes individually but with consent and depending on the action of a Holders' Representative only which in turn may result in a Holder's loss of the investment in the Notes.

If a loan is used to finance the acquisition of the Notes, the loan may significantly increase the risk of a loss.

If a loan is used to finance the acquisition of Notes by a potential investor and the Notes subsequently default, or if the trading price diminishes significantly, the investor may not only have to face a potential loss on its investment, but will also have to repay the loan and pay interest thereon.

A loan may significantly increase the risk of a loss. Potential investors should not assume that they will be able to repay the loan or pay interest thereon from the profits of an investment in the Notes. Instead, potential investors should assess their financial situation prior to an investment in the Notes, as to whether they are able to pay interest on the loan, repay the loan on demand, and the possibility that they may suffer losses instead of realizing gains.

The specific risk is that if Holders are not in a position to repay the loan Holders will suffer a substantial loss in the context of investing in the Notes.

The Notes are subject to transaction costs and charges.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the purchase or sale price of the Notes. These incidental costs may significantly reduce or eliminate any profit from holding the Notes. Credit institutions as a rule charge commissions which are either fixed minimum commissions or pro-rata commissions, depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including, but not limited to, domestic dealers or brokers in foreign markets, Holders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). In addition to such costs directly related to the purchase of securities (direct costs), potential investors must also take into account any follow-up costs (such as custody fees).

The specific risk is that such additional costs may lower the yield of the investment substantially and in a worst case investors may even suffer a loss. Therefore, potential investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

No assurance can be given as to the impact of any possible judicial decision or change of laws or administrative practices after the date of this Offering Memorandum.

The Terms and Conditions are based on the laws of Germany in effect as at the date of this Offering Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to the laws of Germany or administrative practice or the official application or interpretation of German law after the date of this Offering Memorandum.

The specific risk is that Holders may face detrimental changes in German law which negatively impact their rights under the Notes. This could even lead to situations where Holders are not allowed to enforce their rights under the Notes which in turn may result in a Holder's loss of the investment in the Notes

Credit ratings may not reflect all risks of an investment in the Notes; they are not recommendations to buy or hold securities, and are subject to revision, suspension or withdrawal at any time.

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed herein and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be reduced or withdrawn entirely by the credit rating agency if, in its judgment, circumstances so warrant.

The specific risk is that in case of any suspension, reduction or withdrawal of the credit rating assigned to the Notes by one or more of the credit rating agencies this may adversely affect the cost and terms and conditions of the financings of the Issuer and could adversely affect the value and trading of such Notes which in turn may result in a Holder's loss of the investment in the Notes if a Holder is forced to sell its Notes via the Luxembourg Stock Exchange at a price which is lower than the price when investing in the Notes.

1.3.2. Risks related to the Guarantee

The Notes are structurally subordinated to other creditors of non-guarantors.

Generally, claims of creditors of a subsidiary, including trade creditors, secured creditors, and creditors holding indebtedness and guarantees issued by such subsidiary, will have priority with respect to the assets and earnings of the subsidiary over the claims of creditors of its parent company. However, Holders will have direct claims against the Guarantors itself under the guarantees issued by the Guarantors guaranteeing the Notes on a senior unsecured basis.

Accordingly, the Notes will be structurally subordinated to all creditors, including trade creditors, of the Issuer's subsidiaries other than the Guarantors. Any right of the Issuer and the Guarantors to receive assets of any subsidiary upon the insolvency or liquidation of the subsidiary (and the consequent rights of the Holders to participate in those assets) will be structurally subordinated to the claims of these subsidiary's creditors, except to the extent the Issuer's and the Guarantors' claims do not result from (i) their respective shareholdings, (ii) shareholder loans (or their economic equivalent) subordinated by law, or (iii) contractually subordinated claims, in which case their claims would still be subordinated with respect to any assets of the subsidiary pledged to secure other indebtedness, and any indebtedness of the subsidiary senior to that held by the Issuer and the Guarantors. In addition, holders of secured indebtedness of the Issuer and the Guarantors would have a claim on the assets securing such indebtedness that is prior to the Holders and would have a claim that is *pari passu* with the Holders to the extent the security did not satisfy such indebtedness.

The Notes will be effectively subordinated to the Issuer's and/or the Guarantors' debt to the extent such debt is secured by assets that are not also securing the Notes.

The Notes will be effectively subordinated to the Issuer's, the Group's and/or the Guarantors' debt to the extent such debt is secured by assets that are not also securing the Notes. Although the Terms and Conditions (with regard to the Issuer) and the Guarantee (with regard to the Guarantors) require the Issuer and/or the Guarantors to secure the Notes equally if they provide security for the benefit of Capital Markets Indebtedness (as defined in the Terms and Conditions), the requirement to provide equal security to the Notes is subject to certain exceptions and carve-outs as set out in detail in the Terms and Conditions included in this Offering Memorandum. To the extent the Issuer or the Guarantors or any of their respective subsidiaries provide security interest over their assets for the benefit of other debt without also securing the Notes, the Notes and the Guarantee will be effectively junior to such debt to the extent of such assets. As a result of the foregoing, holders of (present or future) secured debt of the Issuer and/or the Guarantors or any of their respective subsidiaries may recover disproportionately more on their claims than the Holders in an insolvency, bankruptcy or similar proceeding.

The specific risk is that the Issuer and/or the Guarantors may not have sufficient assets remaining to make payments under the Notes or the Guarantee, respectively, which in turn may result in a Holder's loss of the investment in the Notes.

The Guarantee provides for a release mechanism which mirrors the consent release mechanism under the Revolving Facility Agreement

The Guarantee provides for a right to merge two or more Guarantors in a corporate reconstruction and also permits free transfer of assets between Guarantors. The Guarantee provides for a release mechanism in the case that a Guarantor will be released as a guarantor under the Revolving Facility Agreement.

The specific risk is that the Guarantee may not be enforceable or only partially enforceable due to the lack of assets of a Guarantor or for reason of the guarantee limitations applicable to a certain Guarantor and provided for under the Guarantee.

With prior consent of all lenders under the Revolving Facility Agreement or upon expiry of the Revolving Facility Agreement, a Guarantor will be released under the Revolving Facility Agreement. In case that a Guarantor is released under the Revolving Facility Agreement, such Guarantor will also be automatically released under the Guarantee (the "**Release of a Guarantor**").

Holders do not have any measures or rights to prevent the Release of a Guarantor. Therefore, if a Guarantor is released under the Revolving Facility Agreement, such release will automatically apply to the Guarantee as well. Hence, Holders will not be able to enforce any claims under the Guarantee against a Guarantor which is subject of a Release of a Guarantor.

Furthermore, the release mechanism under the Revolving Facility Agreement is based on consent of all lenders under the Revolving Facility Agreement which means that the mechanism under the Revolving Facility Agreement may be amended from time to time with the consent of the lenders and such amendments will also apply to the release mechanism under the Guarantee without the prior consent of any Holder.

The validity and enforceability of the Guarantee will be subject to certain limitations on enforcement and may be limited under applicable law or subject to certain defences that may limit its validity and enforceability.

Certain of the Guarantors are incorporated in the form of a German limited liability company (*Gesellschaft mit beschränkter Haftung*, "**GmbH**"). Consequently, the grant of a guarantee by them is subject to certain provisions of the German Limited Liability Company Act (*Gesetz betreffend die Gesellschaft mit beschränkter Haftung*, "**GmbHG**").

As a general rule, Sections 30 and 31 of the GmbHG prohibit a GmbH from disbursing its assets to its shareholders to the extent that the amount of the GmbH's net assets (*i.e.*, assets minus liabilities and liability reserves) is already less or would fall below the amount of its stated share capital (*Stammkapital*). The granting of a guarantee by a GmbH in order to secure liabilities of a direct or indirect parent or sister company may be considered disbursements under Sections 30 and 31 of the GmbHG. Therefore, in order to enable German subsidiaries to grant guarantees and to create security interests to secure liabilities of a direct or indirect parent or sister company without the risk of violating Sections 30 and 31 of the GmbHG, it is standard market practice for terms and conditions, credit agreements, guarantees and security documents to contain so-called "limitation language" in relation to subsidiaries in the legal form of a GmbH incorporated in Germany. Pursuant to such limitation language, the beneficiaries of the security interests (including any guarantee) agree, subject to certain exemptions, to require payments under the Guarantee or, as the case may be, enforce the security interests against the German subsidiary only if and to the extent that such payment or, as the case may be, enforcement does not result in the GmbH's net assets falling below its stated share capital or, as the case may be, if the net assets are already below the amount of its stated share capital, to cause such amount to be further reduced. Accordingly, the security documents and other relevant documents relating to the Guarantee provided by the Guarantors contain such limitation language and the Guarantee will be limited in the manner described. These limitations would, to the extent applicable, restrict the right of payment and would limit the claim accordingly irrespective of the granting of the subsidiary guarantee. This could lead to a situation in which the respective Guarantee by a German subsidiary guarantor cannot be enforced at all. German capital maintenance rules are subject to evolving case law (*Rechtsprechung*). Future court rulings may further limit the access of shareholders to assets of their subsidiaries constituted in the form of a GmbH, which can negatively affect the ability of the subsidiaries to make payments on the Guarantee and of the beneficiaries of the Guarantees to enforce the Guarantees.

Furthermore, it cannot be ruled out that the case law of the German Federal Supreme Court (*Bundesgerichtshof*) regarding so-called destructive interference (*existenzvernichtender Eingriff*) (i.e., a situation where a shareholder deprives a German limited liability company of the liquidity necessary for it to meet its own payment obligations) may be applied by courts with respect to the enforcement of a guarantee or security granted by a German (direct or indirect) subsidiary of an issuer. In such a case, the amount of proceeds to be realised in an enforcement process may be reduced, even to zero.

In addition, enforcement of the Guarantee and security interests granted by subsidiaries of any issuer may be limited under its respective terms to the extent that it would lead to the illiquidity (*Zahlungsunfähigkeit*) of the subsidiary granting such Guarantee or security interest.

The specific risk is that Guarantor 1 and Guarantor 2 may be restricted in making payments under the Guarantee which in turn may result in a Holder's loss of the investment in the Notes.

Guarantor 3 is incorporated as a private company limited by shares in Ireland. Consequently, the grant of a guarantee by it is subject to certain provisions of the Irish Companies Act 2014 (as amended, updated and supplemented from time to time) ("**Irish Companies Act**").

As a general rule, Section 239 of the Irish Companies Act ("**Section 239**") prohibits a company from making loans and quasi-loans, entering into credit transactions and entering into guarantees and providing security in connection with loans, quasi loans and credit transactions (each, an "**Arrangement**") in favour of their directors or persons connected with directors. An Arrangement entered into in contravention of Section 239 is voidable unless (a) restitution of any money or any asset which is the subject matter of the Arrangement is no longer possible, or the company has been indemnified under Section 233 of the Irish Companies Act for the loss or damage suffered by it or (b) any rights acquired bona fide for value and without actual notice of the contravention by any person, other than the person for whom the Arrangement was made, would be affected by its avoidance.

For the purpose of Section 239, directors and their connected persons include a body corporate controlled by a director of the company or of its holding company and a body corporate controlled by a body corporate that is itself controlled by a director of the company or of its holding company. There is also a presumption that the sole member of a single-member company is a person connected with a director. Therefore, the granting of a guarantee by Guarantor 3 for the benefit of the Issuer's obligations under the Notes may be prohibited if at any stage the directors of Guarantor 3 acquire control of the Issuer or of another body corporate which is a holding company of the Issuer.

There are, however, certain exceptions to the general prohibition in Section 239. In the current circumstances, which involves Guarantor 3 giving a guarantee in relation to the Issuer's obligations under the Notes, the most relevant exemption is provided under Section 243 of the Irish Companies Act. Pursuant to that section, any member of a group of companies (defined as any body corporate which is a holding company, subsidiary company or sister subsidiary company, even if it is incorporated outside of Ireland) can make or enter into an Arrangement in favour, or for the benefit, of another member of the group.

The Issuer and Guarantor 3 believe that this exception can be relied upon on in relation to the guarantee of the Issuer's obligations under the Notes on the basis that, as of the date of this Offering Memorandum, Guarantor 3 is a wholly owned subsidiary of Wirecard Sales International Holding GmbH, which is in turn a wholly owned subsidiary of the Issuer. The other exceptions from the general prohibition in Section 239 are (i) under Section 240 of the Irish Companies Act, which provides a *de minimis* exception where the value of the Arrangement or all of its Arrangements with the directors is less than 10 per cent. of the company's assets (ii) under Section 242 of the Irish Companies Act, which provides an exemption where a summary approval procedure is made in accordance with Section 203 of the Irish Companies Act (iii) under Section 244 of the Irish Companies Act for directors' expenses incurred for company business and (iv) under Section 245 of the Irish Companies Act where certain conditions are satisfied in making the Arrangement on ordinary commercial terms in the course of its business.

Nevertheless, the specific risk is that Guarantor 3 may be restricted in making payments under the Guarantee which in turn may result in a Holder's loss of the investment in the Notes.

The Guarantee given by Guarantor 4 and by Guarantor 5 may be challenged under applicable insolvency or fraudulent transfer laws, which could impair the enforceability of the Guarantee.

Under bankruptcy laws, fraudulent transfer laws, insolvency or unfair preference or similar laws in the UAE where Guarantor 4 and Guarantor 5 are established, a guarantee could be subject to review or a lawsuit by and on behalf of creditors of Guarantor 4 and Guarantor 5 and subsequently voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by, or when it gives, its guarantee:

- was a transaction without consideration;
- the transaction remarkably exceeds the obligation due by the counter party; or
- is a new guarantee in respect of existing debt.

Generally, a company in the UAE would be considered insolvent at a particular time, if it were unable to pay its debts as they fell due for a period of more than 30 consecutive business days as a result of financial distress or if the sum of its due debts was then greater than all of its properties.

The specific risk is that if a court voids the Guarantee, subordinates the Guarantee to other indebtedness of Guarantor 4 and Guarantor 5, or holds the Guarantee unenforceable for any other reason, Holders would cease to have a claim against Guarantor 4 and Guarantor 5 based upon the Guarantee, would be subject to the prior payment of all liabilities (including trade payables) of Guarantor 4 and Guarantor 5, and would solely be creditors of the Issuer and any Guarantors whose

guarantees have not been voided or held unenforceable which in turn may result in a Holder's loss of the investment in the Notes.

UAE laws and regulations involve many uncertainties and Holders may experience difficulties in enforcing foreign judgments in the UAE.

The UAE is a civil law jurisdiction and judicial precedents have no binding effect on subsequent decisions. In addition, court decisions are generally not recorded. These factors create greater judicial uncertainty. A court in the UAE may order the enforcement of a foreign court judgment (including one from a court in the EU) but only where certain conditions are satisfied.

A judgment or order of a foreign court may be ordered to be enforced in a UAE under the same conditions prescribed in the law of that foreign state for the enforcement of judgments and orders issued in the UAE only after the following is verified:

- UAE courts do not have exclusive jurisdiction over the dispute on which the judgment or order has been issued, and that the foreign courts that issued the judgment or order have jurisdiction according to the rules of international jurisdiction prescribed in its law;
- the judgment or order has been issued by a court in accordance with the law of the jurisdiction in which the judgment or order has been issued and duly certified;
- the parties to the proceedings on which the foreign judgment is issued had been required to appear and were properly represented;
- the judgment or order has acquired the legal effect of res judicata according to the law of the issuing court, provided that a certificate shall be furnished indicating that the judgment has acquired the legal effect of res judicata, or where the same is already stated in the judgment itself; and
- the judgment neither conflicts with a judgment or an order previously issued by a UAE court nor involves anything that violates UAE public order or morality.

The enforcement judge shall have the authority to demand documents that support the application for enforcement of the foreign judgment before his decision is made. Accordingly, if sufficient documents are not submitted to evidence the factors above, it is unlikely an order for an enforcement will be granted.

The regulations governing enforcement of foreign judgments were recently enacted in the UAE as of 16 February 2019 so there are no case examples of how the above criteria are likely to be interpreted and applied by the UAE courts. Therefore, there is presently no certainty on how a foreign judgment may be enforced under the new regulations.

In the UAE, foreign law is required to be established as a question of fact and the interpretation of foreign law by a court in the UAE may not accord with the perception of the foreign court. In principle, courts in the UAE recognise the choice of foreign law if they are satisfied that an appropriate connection exists between the relevant transaction agreement and the foreign law which has been chosen, they have no jurisdiction in the dispute, the party against which judgment was issued was given due notice of the proceeding and was represented and the judgment is final. They will not, however, honour any provision of foreign law which is contrary to public policy, order or morals in the UAE, or to any mandatory law of, or applicable in, the UAE.

The specific risk is that Holders', or any Holders' Representative's ability to pursue effective legal remedy in the UAE for claims related to the investment in the Notes may be limited which in turn may result in a Holder's loss of the investment in the Notes.

There are limitations on the effectiveness of guarantees in the UAE and claims under a guarantee may be required to be made within a prescribed period.

In the event the UAE courts refuse to order enforcement of a judgment or order of a foreign court in the UAE, the UAE courts will likely re-examine the merits of the claim, including the validity of the obligations of the parties contained in the underlying documentation. If a UAE court were to re-examine the merits of a claim made against Guarantor 4 and Guarantor 5 for payment under the Guarantee, notwithstanding that the Guarantee is governed by the German law, the UAE court may interpret such Guarantee in light of UAE law principles rather than the principles of the German laws.

In order to enforce a guarantee under the laws of the UAE, the underlying debt obligation for which the Guarantee has been granted may need to be proved before the UAE courts. In addition, under the laws of the UAE, the obligation of Guarantor 4 and Guarantor 5 are incidental to the obligations of the Issuer, and the obligations of Guarantor 4 and Guarantor 5 will only be valid to the extent of the continuing obligations of the Issuer (notwithstanding anything to the contrary included in the Guarantee). The laws of the UAE do not contemplate a guarantee by way of indemnity of the obligations of the Issuer by Guarantor 4 and Guarantor 5 and instead contemplate a guarantee by way of suretyship. Accordingly, it is not possible to state with any certainty whether Guarantor 4 and Guarantor 5 could be obliged by the UAE courts to pay a greater sum than the Issuer is obliged to pay or to perform an obligation that the Issuer is not obligated to perform.

The specific risk is that when a UAE court were to re-examine the merits of a claim made against Guarantor 4 and/or Guarantor 5 for payment under the Guarantee, if the Issuer's obligation to make payment under the Notes cannot be proven to the satisfaction of the UAE court, the court may conclude that there is no obligation on Guarantor 4 and Guarantor 5 to make payment in the full amount claimed under the Guarantee which in turn may result in a Holder's loss of the investment in the Notes.

Furthermore, notwithstanding that the Notes and the Guarantees are governed by German law, if a UAE court were to apply UAE law principles when assessing a claim in respect of the Guarantee, Guarantor 4 and Guarantor 5 may be released from their obligations under the Guarantee if the relevant claim is not made within six months of payment becoming due under the Guarantee which in turn may result in a Holder's loss of the investment in the Notes.

Holders may be unable to enforce their rights under German bankruptcy laws.

Under German bankruptcy laws, courts typically have jurisdiction over a debtor's property, wherever located, including property situated in other countries.

The specific risk is that courts in the UAE may not recognise a German court's jurisdiction. Accordingly, difficulties may arise in administering a German bankruptcy case involving the UAE, or debtor with property located outside Germany, and any orders or judgments of a bankruptcy court in the Germany may not be enforceable outside Germany which in turn may result in a Holder's loss of the investment in the Notes.

The insolvency laws of the UAE differ from German bankruptcy law or those of other jurisdictions with which Holders of the Notes are familiar.

Because Guarantor 4 and Guarantor 5 are incorporated in the UAE, the insolvency laws of the UAE may differ from the German insolvency laws or other jurisdictions with which the Holders are familiar.

The specific risk is that insolvency laws of the UAE might be detrimental to investors when comparing their rights under insolvency laws of Germany which in turn may result in a Holder's loss of the investment in the Notes.

1.3.3. Risks related to the offer to the public and/or admission of the securities to trading

The trading price of the Notes could decrease if the creditworthiness of the Issuer or the Guarantors worsens or is perceived to worsen.

If, for example, because of the materialisation of any of the risks regarding the Issuer and/or the Guarantors, the Issuer or any Guarantor is less likely to be in a position to fully perform all of its respective obligations under the Notes or the Guarantee, as the case may be, when they fall due, the market value of the Notes will suffer. In addition, even if the Issuer or any Guarantor is not actually less likely to be in a position to fully perform all of the obligations under the Notes or the Guarantee, as the case may be, when they fall due, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business areas as the Issuer or the Guarantors could adversely change.

The specific risk is that if any of these risks occur, third parties would only be willing to purchase Notes at a substantia discount than before the materialisation of the relevant risk which in turn may result in a Holder's loss of the investment in the Notes.

Certain Managers and other third parties are also lenders under the Revolving Facility Agreement and transacting with the Issuer and or the Guarantors in other transactions, including hedging. As a result, their interests and those of the investors could diverge.

Certain of the Managers have, directly or indirectly through affiliates, provided investment and commercial banking, financial advisory and other services to the Issuer and/or the Guarantors and their respective affiliates from time to time,

for which they have received monetary compensation. Certain of the Managers may, from time to time, also enter into swap and other derivative transactions with the Issuer and/or the Guarantors and their respective affiliates. In addition, certain of the Managers and their affiliates may in the future engage in investment banking, commercial banking, financial or other advisory transactions with the Issuer or the Guarantor or their respective affiliates.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade or hedge debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer and/or the Guarantors and their respective affiliates. Certain of the Managers, their respective affiliates and/or other third parties that have a lending relationship or other exposure with the Issuer and/or the Guarantors may hedge their credit exposure to the Issuer and/or Guarantors consistent with their policies. Such Managers, their affiliates and/or third parties may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes.

Any such hedging activities could adversely affect future trading prices of the Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Certain Managers also act as lenders under the Revolving Facility Agreement and may consent to amend the Revolving Facility Agreement which may have an impact on the Guarantee (see above "*The Guarantee provides for a release mechanism which mirrors the consent release mechanism under the Revolving Facility Agreement*").

The Notes do not have an established trading market and an active trading market for the Notes may not develop.

The Notes represent a new issue of securities for which there is currently no established trading market. Although the Issuer intends to obtain admission of the Notes to trading on the Euro MTF market of the Luxembourg Stock Exchange, there can be no assurance that a market for the Notes will develop or, if it does develop, continue or that it will be liquid, thereby enabling investors to sell their Notes when desired, or at all, or at prices they find acceptable.

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors including the creditworthiness of the Issuer and each Guarantor as well as other factors such as the time remaining to maturity of the Notes, the outstanding amount of the Notes and the redemption features of the Notes. Such factors will also affect the market value of the Notes.

The specific risk is that Holders may not be able to sell Notes readily or at prices that will enable investors to realise their anticipated yield.

The trading market for debt securities may be volatile and may be adversely impacted by many events.

The market for debt securities issued by the Issuer is influenced by a number of interrelated factors, including economic, financial and political conditions and events in Germany and other jurisdictions in which the Issuer or the Guarantors are active as well as national and global economic conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Germany, UK, Europe, the US or Asia or elsewhere will not cause market volatility or that such volatility will not adversely affect the market price of the Notes or that economic and market conditions will not have any other adverse effect.

The specific risk is that the price at which an investor in the Notes will be able to sell the Notes prior to maturity date of the Notes may be at a discount, which could be substantial, from the issue price of the Notes or the purchase price paid by such investor which in turn may result in a Holder's loss of the investment in the Notes.

1.3.4. Taxation risks relating to the Notes and the Guarantee

The Notes are subject to a risk of early redemption, since the Issuer has the right to redeem the Notes prior to maturity if the Issuer is required to pay additional amounts on the Notes for reasons of taxation.

The Issuer has the right to call the Notes prior to the maturity date of the Notes if the Issuer is required to pay additional amounts on the Notes for reasons of taxation as set out in the Terms and Conditions.

The specific risk is that if the Issuer redeems the Notes prior to maturity date of the Notes a Holder is exposed to the risk that due to such early redemption his investment will have a lower than expected yield which in turn may result in a Holder's loss of investment in the Notes. Also, in case of an early redemption of the Notes, a Holder may only be able to reinvest on less favourable conditions as compared to the original investment which in turn may result in a Holder's lower yield than expected or even a negative yield.

Financial Transaction Tax.

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transactions tax (the "**FTT**"). According to the Commission`s Proposal, the FTT shall be implemented in certain EU Member States, including Germany (the "**Participating Member States**").

Pursuant to the Commission's Proposal, the FTT shall be payable on financial transactions provided that at least one party to the financial transaction is established or deemed established in a Participating Member State and there is a financial institution established or deemed established in a Participating Member State which is a party to the financial transaction, or is acting in the name of a party to the transaction. The FTT shall, however, not apply to (*inter alia*) primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006, including the activity of underwriting and subsequent allocation of financial instruments in the framework of their issue. Thus, the issuance of the Notes should not be subject to the FTT.

The rates of the FTT shall be fixed by each Participating Member State but for transactions involving financial instruments other than derivatives shall amount to at least 0.1 per cent. of the taxable amount. The taxable amount for such transactions shall in general be determined by reference to the consideration paid or owed in return for the transfer. The FTT shall be payable by a financial institution established or deemed established in a Participating Member State which is a party to the financial transaction, acting in the name of a party to the transaction or where the transaction has been carried out on its account. Where the FTT due has not been paid within the applicable time limits, each party to a financial transaction, including persons other than financial institutions, shall become jointly and severally liable for the payment of the FTT due.

According to the coalition agreement between the German Christian Democratic Party (*CDU*), the German Christian Social Party (*CSU*) and the German Social Democratic Party (*SPD*), the current German government still has the intention to introduce a financial transaction tax. In June 2018, Germany and France agreed to further pursue the implementation of a financial transaction tax in the EU for which the current French financial transaction tax (which is mainly focused on transactions regarding shares in listed companies with a market capitalisation of more than EUR 1 billion), could serve as a role model.

Nevertheless, the FTT remains subject to negotiation between the Participating Member States and was (and most probably will be) the subject of legal challenge. It may still be adopted and be altered prior to its adoption, the timing of which still remains unclear. Moreover, once any directive has been adopted (the "**Directive**"), it will need to be implemented into the respective domestic laws of the still Participating Member States and the domestic provisions implementing the Directive might deviate from the Directive itself. Finally, additional EU Member States may decide to participate.

The specific risk is that the FTT may result in a negative tax treatment applied to the Notes which in turn may result in a Holder's loss of investment in the Notes. Therefore, potential investors should consult with their tax advisors with regard to the tax treatment in the context if investing in the Notes.

2. USE OF PROCEEDS

The net proceeds from the issue of the Notes, after deduction of commissions, fees and estimated expenses is expected to be approximately EUR 494,285,000.00. Such proceeds are intended to be used for general corporate purposes, including repayment of existing indebtedness of the Group.

3. GENERAL INFORMATION ABOUT THE ISSUER

3.1. GENERAL INFORMATION

The legal name of the Issuer is "Wirecard AG". The Issuer and its subsidiaries conduct their business under the commercial name "Wirecard".

The Issuer is a stock corporation organised and existing under the laws of Germany and it is subject to the provisions of the German Stock Corporation Act (*Aktiengesetz*). The Issuer was originally incorporated on 6 May 1999 as a German stock corporation (*Aktiengesellschaft*) with its registered office in Berlin and registered in the commercial register of the local court (*Amtsgericht*) of Charlottenburg, Germany, under the registration number HRB 88060 B.

Pursuant to the shareholders' resolution dated 14 June 2007, the registered office of the Issuer (*Sitz*) was moved to Munich, Germany. The Issuer was registered in the commercial register of the local court (*Amtsgericht*) of Munich, Germany, under the registration number HRB 169227 on 6 August 2007. Its registered business address is Einsteinring 35, 85609 Aschheim, Germany, and its telephone number is +49 (0) 89-4424-1400.

The website of the Issuer is www.wirecard.com.

3.2. CORPORATE PURPOSE

Under Article 2(1) of its articles of association, the objects of the Issuer are:

- the development, operation and marketing of information services (particularly using electronic media);
- the development, conception and realisation of technical applications, services and projects in the field of payment systems as well as all business associated therewith, including the acquisition and granting of licenses in the financial services sector;
- the Issuer may also limit its operation to a part of the above-mentioned activities.

Under Article 2(2) of the articles of association, the Issuer is authorised to conduct all transactions and measures that are related to the fields of activities referred to under Article 2(1) or are appropriate to directly or indirectly serve the object of the Issuer. The Issuer may, in Germany and abroad, establish subsidiaries and branch offices, set up or acquire companies or participate in companies, in particular companies whose purposes cover the fields of activities referred to under Articles 2(1) in whole or in part. The Issuer may change the structure of companies in which it holds shares, consolidate such companies under a joint management or limit the Issuer's operations to the management of the investment, sell the Issuer's holdings as well as conclude inter-company and cooperation agreements of any type. Furthermore, the Issuer may have its operations (including its investments in other companies) managed in whole or in part by affiliated companies or transfer or outsource the Issuer's operations to affiliated companies and limit the Issuer's operations to the activities of a managing holding company.

3.3. PRINCIPAL ACTIVITIES

The Issuer is the parent company of the Group. The Issuer assumes responsibility for strategic corporate planning and the central tasks of human resources, legal, treasury, controlling, accounting, group audit and group compliance, M&A, strategic alliances and business development, corporate risk management, corporate communications and investor relations, as well as facility management. The Issuer also manages the acquisition and management of participating interests. For details on the Issuer's principal activities, please refer to "*Business of the Group*" below.

3.4. ORGANIZATIONAL STRUCTURE

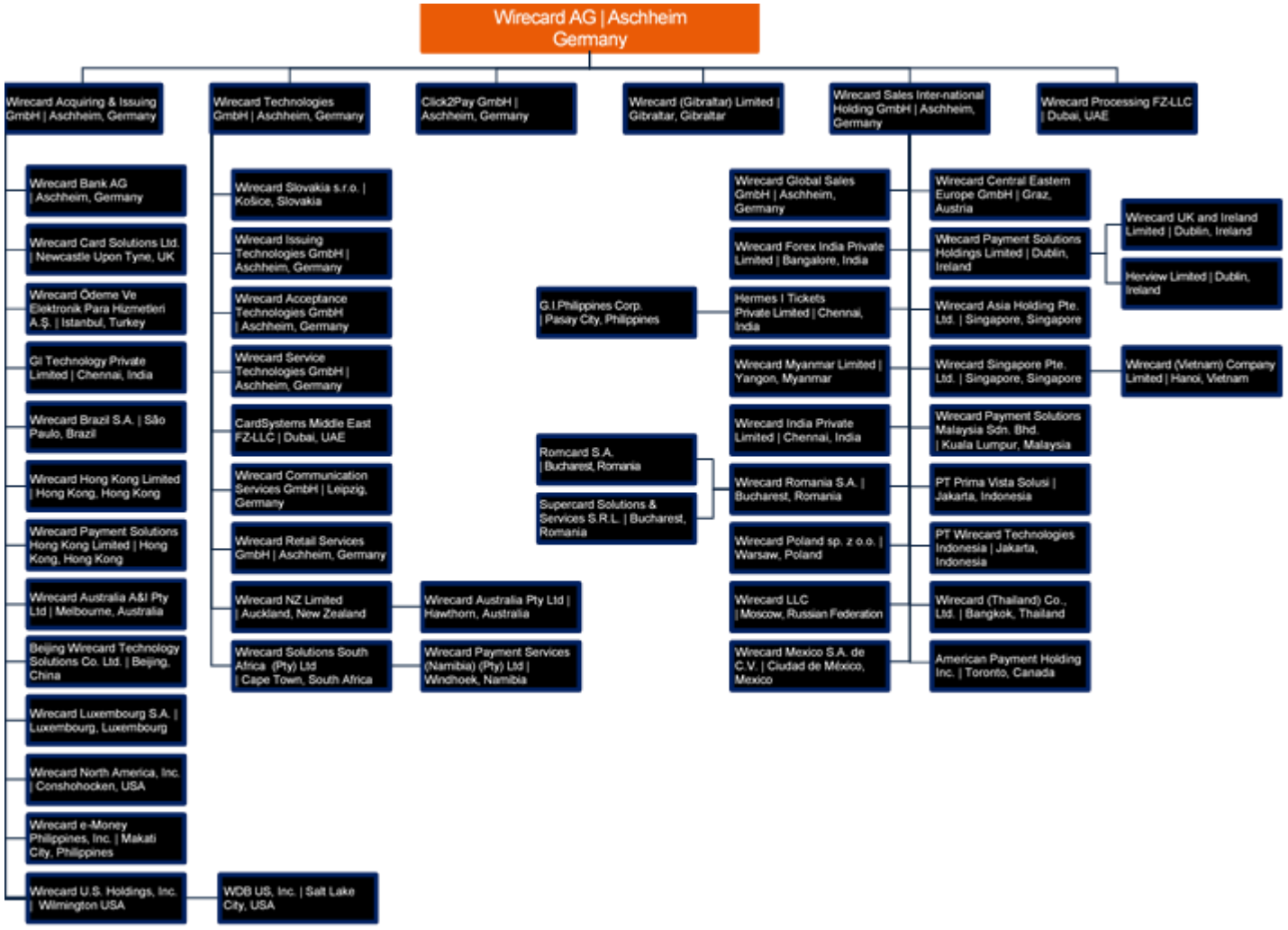
As of the date of this Offering Memorandum, the following subsidiaries are 100 per cent. owned by the Issuer directly or indirectly; except for GI Technology Pte. Ltd. (60 per cent.):

- Wirecard Sales International Holding GmbH, Aschheim (Germany)
- Wirecard Payment Solutions Holdings Ltd., Dublin (Ireland)
- Wirecard UK and Ireland Ltd., Dublin (Ireland)
- Herview Ltd., Dublin (Ireland)

- Wirecard Central Eastern Europe GmbH, Graz (Austria)
- Wirecard Asia Holding Pte. Ltd., (Singapore)
- Wirecard Singapore Pte. Ltd., (Singapore)
- Wirecard (Vietnam) Ltd., Ha Noi City (Vietnam)
- Wirecard Payment Solutions Malaysia SDN BHD, Kuala Lumpur (Malaysia)
- PT Prima Vista Solusi, Jakarta (Indonesia)
- PT Wirecard Technologies Indonesia, Jakarta (Indonesia)
- Wirecard Myanmar Ltd., Yangon (Myanmar)
- Wirecard (Thailand) Co. Ltd., Bangkok (Thailand)
- Wirecard India Private Ltd., Chennai (India)
- American Payment Holding Inc., Toronto (Canada)
- Hermes I Tickets Pte Ltd, Chennai (India)
- GI Philippines Corp, Manila (Philippines)
- Wirecard Forex India Pte Ltd, Bangalore (India) (before: Star Global Currency Exchange Pte Ltd)
- Wirecard Romania S.A., Bucharest (Romania)
- Romcard S.A., Bucharest (Romania)
- Supercard Solutions & Services S.R.L., Bucharest (Romania)
- Wirecard Global Sales GmbH, Aschheim (Germany)
- Wirecard Poland Sp.Zo.o., Warsaw (Poland)
- Wirecard LLC, Moscow (Russia)
- Wirecard Mexico S.A. De C.V, Mexico City (Mexico)
- Wirecard Technologies GmbH, Aschheim (Germany)
- Wirecard Communication Services GmbH, Leipzig (Germany)
- Wirecard Retail Services GmbH, Aschheim (Germany)
- CardSystems Middle East FZ-LLC, Dubai (United Arab Emirates)
- Wirecard Acceptance Technologies GmbH, Aschheim (Germany)
- Wirecard Service Technologies GmbH, Aschheim (Germany)
- Wirecard Issuing Technologies GmbH, Aschheim (Germany)
- Wirecard NZ Ltd., Auckland (New Zealand)
- Wirecard Australia Pty Ltd, Melbourne (Australia)
- Wirecard Solutions South Africa (Pty) Ltd, Cape Town (South Africa)

- Wirecard Payment Services (Namibia) (Pty) Ltd, Windhoek (Namibia)
- Wirecard Slovakia s.r.o., Kosice (Slovakia)
- Click2Pay GmbH, Aschheim (Germany)
- Wirecard (Gibraltar) Ltd. (Gibraltar)
- Wirecard Processing FZ-LLC, Dubai (United Arab Emirates)
- Wirecard Acquiring & Issuing GmbH, Aschheim (Germany)
- Wirecard Bank AG, Aschheim (Germany)
- Wirecard Brazil S.A., Sao Paulo (Brazil)
- Wirecard Card Solutions Ltd., Newcastle (United Kingdom)
- Wirecard E-Money Philippines Inc., Manila (Philippines)
- Wirecard Luxembourg S.A., (Luxembourg)
- Wirecard Ödeme ve Elektronik Para Hizmetleri A.Ş., Istanbul (Turkey)
- GI Technology Pte. Ltd., Chennai (India) (60 per cent.)
- Wirecard North America Inc., Conshohocken (United States)
- Wirecard Australia A&I Pty. Ltd., Melbourne (Australia)
- Wirecard Hong Kong Ltd. (Hong Kong)
- Wirecard Payment Solutions Hong Kong (Hong Kong)
- Beijing Wirecard Technology Solutions Co. Ltd., Beijing, (China)
- Wirecard U.S. Holding, Inc., Wilmington, (USA)
- WDB US, Inc., Salt Lake City, (USA)

The following diagram describes in abbreviated form, the corporate structure of the Issuer and its subsidiaries[1)] as of the date of this Offering Memorandum:



(1) All subsidiaries are 100 per cent. owned by Wirecard AG directly or indirectly; except for GI Technology Pte. Ltd. (60 per cent.).

3.5. MANAGEMENT AND SUPERVISORY BODIES, BOARD PRACTICES

3.5.1. General

The Issuer acts as ultimate holding company of the Group. The governing bodies of the Issuer are the Management Board, the Issuer's supervisory board ("**Supervisory Board**") and the Issuer's general shareholders' meeting ("**General Meeting**"). The competencies of these bodies are defined in the German Stock Corporation Act (*Aktiengesetz*), in the Issuer's articles of association ("**Articles of Association**") and the by-laws for the Management Board and the Supervisory Board.

3.5.2. Management Board

Each member of the Management Board is appointed by the Supervisory Board for a maximum term of five years and is eligible for reappointment thereafter. Currently, the Management Board consists of the following members:

- Dr. Markus Braun Chief Executive Officer (Chief Technology Officer and Chairman of the Management Board);
- Mr. Alexander von Knoop (Chief Financial Officer);
- Mr. Jan Marsalek (Chief Operations Officer); and
- Ms. Susanne Steidl (Chief Product Officer).

3.5.3. Supervisory Board

The Supervisory Board consists of six members who are elected by the shareholders pursuant to the German Stock Corporation Act (*Aktiengesetz*).

Generally, the terms of each of the members of the Supervisory Board will expire at the end of the General Meeting held during the fourth fiscal year following the year in which the Supervisory Board member was elected by the General Meeting, but not counting the fiscal year in which such member's term begins. The next regular elections will take place in 2021. Before the expiration of their term, members of the Supervisory Board may be removed only by a court decision or by a resolution of the shareholders of the Issuer with a majority of three quarters of the votes cast at such General Meeting.

The Supervisory Board ordinarily acts by simple majority vote and the Chairman has a tie-breaking vote in case of any deadlock. The principal function of the Supervisory Board is to appoint and to supervise the Management and to approve mid-term planning, dividend payments and other matters which are not in the ordinary course of business and are of fundamental importance to the Issuer. As of the date of this Offering Memorandum, the Supervisory Board consists of the following members:

Name	**Further offices held by member of the Supervisory Board**
Mr. Wulf Matthias, Chairman	• Member of the board of administration of Deufol SE, Hofheim am Taunus, Germany • Chairman of the supervisory board of Wirecard Bank AG, Munich, Germany
Mr. Stefan Klestil, Deputy Chairman	• Partner at Speed Invest GmbH, Vienna, Austria • Operating Partner at Advent International • Managing Director of Belview Partners GmbH, Vienna, Austria • Member of the supervisory board of Wirecard Bank AG, Munich, Germany

	• Member of the advisory council FinCompare GmbH, Berlin, Germany • Board Observer of wefox AG, Zurich, Switzerland • Member of the advisory council Payworks GmbH, Munich, Germany • Member of the advisory council Billie GmbH, Berlin, Germany • Director Curve Ltd., London, United Kingdom Member of the advisory council N26 GmbH and N26 Bank GmhH, Berlin, Germany • Chairman of the supervisory board of Iyzico, Istanbul, Turkey, Member of the supervisory board of Wirecard Bank AG, Munich, Germany
Mr. Thomas Eichelmann	Member of the advisory council of Sparkasse München, Munich, Germany
Mr. Vuyiswa V. M'Cwabeni	None
Dr. Anastassia Lauterbach	• CEO and Founder of Lauterbach Consulting and Venturing GmbH (Ltd.), Bonn, Germany and London, UK • Non-Executive Director and Member of Audit Committee at EasyJet PLC, Luton, UK • Independent Non-Executive Director and Chairwoman of the Innovation and Technology Committee at Dun & Bradstreet Corp., Short Hills, New Jersey, USA • Chairwoman of the Board of Directors of censhare AG, Munich, Germany • Independent Non-Executive Director at COGITANDA Dataprotect AG, Altenahr-Kreuzberg, Germany • Member of the Advisory Board of Evolution Equity Partners, New York, USA and Zurich, Switzerland • Member of the Advisory Board of Analytics Ventures, San Diego, USA

Ms. Susana Quintana-Plaza	• COO at Galp Energia, SGPS, S.A., Lisbon, Portugal • Member of the Board of Directors of Hexagon Composites ASA, Ålesund, Norway

The members of the Management Board and the Supervisory Board can be contacted at the Issuer's business address: Einsteinring 35, 85609 Aschheim, Germany.

3.5.4. Conflicts of Interest of the Members of the Corporate Bodies

None of the above members of the Management Board and Supervisory Board have declared any potential conflicts of interest between any duties to the Issuer and their private interest or other duties.

3.5.5. Board Practices

(a) *Committees of the Supervisory Board*

The Supervisory Board formed three committees in the first quarter of 2019: the Audit Committee, the Remuneration, Personnel and Nomination Committee and the Risk and Compliance Committee.

(b) *Corporate Governance*

The German Corporate Governance Code (*Deutscher Corporate Governa*nce Kodex, the "**Code**") contains recommendations and suggestions for managing and monitoring listed companies in Germany. It is based on internationally and nationally recognised standards for good and responsible corporate governance. The purpose of the Code is to make the German corporate governance system transparent for investors. The Code was passed by the Government Commission of the German Code on 26 February 2002 and was last amended on 7 February 2017. There is no legal obligation to comply with the recommendations or suggestions of the Code. However, the German Stock Corporation Act (*Aktiengesetz*) requires that the management board and the supervisory board of a German listed company either declare on an annual basis that the recommendations of the Code were and will be adhered to or state which recommendations were or will not be followed. This declaration must be available to shareholders on a constant basis. No disclosure is required when companies deviate from the suggestions in the Code.

The Supervisory Board and the Management Board have adopted the following declaration of conformity (*Entsprechenserklärung*) on 22 July 2019 and have made it available to shareholders. This declaration, as well as past declarations, is available on the Issuer's website at ir.wirecard.com/corporate-governance:

> "*The Management and Supervisory Boards of Wirecard AG declare that the company has complied and is complying with the recommendations of the Government Commission on the German Corporate Governance Code with the following exceptions:*
>
> 1) Committees of the Supervisory Board (Section 5.3.2 of the Code)
>
> *Alongside the forming of committees, Section 5.3.2 (3) Clause 3 of the Code recommends that the Chairman of the Supervisory Board should not also be the Chairman of the Audit Committee. However, due to the special expertise and experience of the Chairman of the Supervisory Board, the position of Chairman of the Audit Committee was also held by him. Following this year's Annual General Meeting, the Chairman of the Supervisory Board vacated his position as Chairman of the Audit Committee. A divergence from section 5.3.2 (3) Clause 3 of the Code no longer exists in this respect.*
>
> 2) Publication deadlines for consolidated financial statements and interim financial information (Section 7.1.2 Clause 3 of the Code)
>
> *Section 7.1.2 Clause 3 of the Code recommends that the consolidated financial statements and Group management report be made accessible to the public within 90 days and interim financial information within 45 days of the end of the respective reporting periods. The legal regulations currently stipulate that the consolidated financial statements and group management report be published within a period of four months after the end of a fiscal year and the six-monthly reports be published within a period of three months after the end of the period under review. According to the regulations of the Frankfurt Stock Exchange applicable to the Prime Standard, quarterly reports should be provided to the management of*

the stock exchange within a period of two months after the end of the period under review. The company has to date adhered to these periods since the Management Board considers this time regime appropriate. The company may publish the reports at an earlier date if internal procedures allow this to be done."

3.6. SHARE CAPITAL

The registered share capital (subscribed capital) of the Issuer amounts to EUR 123,565,586.00. It is composed of 123,565,586 no-par value shares (*Stückaktien*). The shares are ordinary bearer shares (*Inhaberaktien*) and fully paid up. All shares carry the same rights and obligations. One vote is granted per share, and profit is distributed per share. The rights and obligations arising from the shares are governed by the German Stock Corporation Act (*Aktiengesetz*).

3.6.1. Authorised Capital

The Management Board is authorised to, with the consent of the Supervisory Board, increase the nominal capital on one or more occasions up until 17 June 2020 by up to a total of EUR 30 million in consideration for contributions in cash and/or kind (including so-called mixed contributions in kind) by issuing up to 30 million new no-par value bearer shares (*auf den Inhaber lautende Stückaktien*) ("**Authorised Capital 2015**") and in doing so to stipulate a commencement of the profit participation in derogation from the statutory provisions, also retrospectively to a fiscal year that has already expired, provided that no resolution on the profit of said expired fiscal year has yet been adopted. The shareholders must as a general rule be granted a subscription right. The new shares can also be assumed by one or more banks designated by the Executive Board (*Vorstand*) with the obligation of offering them to the shareholders (indirect subscription right).

The Management Board is, however, authorised to, with the consent of the Supervisory Board, exclude the shareholders' statutory subscription right in certain cases, inter alia to avoid fractional amounts or in the case of a capital increase in consideration for contributions in kind, in particular for the purpose of acquiring an undertaking.

3.6.2. *Convertible Bond*

The Management Board is authorised with the Supervisory Board's consent to issue bearer unsecured, non-subordinated convertible bonds with a total nominal value of EUR 900 million, divided into bearer bonds with equal rights with a nominal value of EUR 100,000.00 each with a term of five years ("**Convertible Bonds 2019/2024**"). The obligations of the Issuer arising from the Convertible Bonds 2019/2024 are of equal rank and have at least the same priority as all other unsecured and non-subordinated claims against the Issuer and are expected to qualify as a deliverable obligation for the purposes of the 2014 Credit Derivatives Definitions published by the International Swaps and Derivatives Association (ISDA). The Convertible Bonds 2019/2024 bear annual interest of 1.90 per cent. on their nominal amount. Interest is payable semi-annually in arrears.

It is envisaged to issue the Convertible Bonds 2019/2024 at par. The Convertible Bonds 2019/2024 are repaid at their nominal value. The Convertible Bonds 2019/2024 grant their holders conversion rights to an initial total of up to 6,923,076 no-par value bearer shares of the Issuer, for the issue of which conditional capital is to be created. The initial conversion price amounts to EUR 130 per share. The Convertible Bonds 2019/2024 may also be issued by a direct or indirect affiliate of the Issuer in Germany or abroad. In this case, the Management Board shall be authorised, with the consent of the Supervisory Board, to guarantee the repayment of the Convertible Bonds 2019/2024 and to grant the holders conversion rights to the shares. The statutory subscription right of the Issuer's shareholders to the Convertible Bonds 2019/2024 is excluded. The Management Board is authorised to exclusively authorise a company of the group of SoftBank to be determined by SoftBank (including a fund managed by a SoftBank company) to subscribe to the Convertible Bonds 2019/2024. The shares to be granted upon exercise of the conversion right for the Convertible Bonds 2019/2024 are to originate from the Issuer's conditional capital. The terms and conditions of the bonds may also provide for the delivery of new shares from authorised capital or existing shares. New shares issued as a result of the conversion are entitled to dividends from the beginning of the fiscal year of the Issuer for which, at the time of their creation, no resolution has been passed by the annual General Meeting ("**Annual General Meeting**") on the appropriation of profits through the exercise of conversion rights, and for all subsequent fiscal years of the Issuer.

Credit Suisse Securities (Europe) Limited is serving as financial adviser to SoftBank.

3.6.3. Conditional capital

(a) *Conditional Capital 2004*

The Issuer's share capital has been conditionally increased by up to EUR 614,138.25 by issuing, on one or more occasions, up to 614,138.25 no-par value shares (*Stückaktien*) with entitlement to dividends as of the beginning of the fiscal year in which they are issued ("**Conditional Capital 2004**"). The conditional capital increase is for the purpose of granting

convertible bonds (*Wandelschuldverschreibungen*) to members of the Management Board, advisers, to employees of the Issuer as well as to employees of affiliated enterprises on the basis of the enabling resolution of the General Meeting (*Hauptversammlung*) of 15 July 2004. The conditional capital increase shall be implemented only to the extent that the holders of the convertible bonds, which will be issued by the Issuer on the basis of the resolution of the General Meeting (*Hauptversammlung*) of 15 July 2004, exercise their rights of conversion or subscription. The new shares shall participate in the profits as of the beginning of the fiscal year in which they are created by virtue of the exercise of rights of conversion or subscription. The Management Board is authorised to determine the further details of the capital increase and its implementation with the consent of the Supervisory Board.

(b) *Conditional Capital 2016*

Furthermore the Issuer's share capital is conditionally increased by up to EUR 12,356,558.00 through issuance of up to 12,356,558 new no-par value bearer shares ("**Conditional Capital 2016**"). The conditional capital increase services to grant shares to the holders or creditors or bonds that, pursuant to the authorisation agreed by the General Meeting (*Hauptversammlung*) of 16 June 2016 in item 10b) of the agenda, are issued by the Issuer or an affiliated company pursuant to Sections 15 et seqq. of the German Stock Corporation Act (*Aktiengesetz*). New shares may be issued only at a conversion and/or warrant price which is in keeping with the requirements of the authorisation agreed by the General Meeting on 16 June 2016.

(c) *Conditional Capital 2019/I*

The Issuer's share capital has been conditionally increased by up to EUR 8 million through the issue of up to 8 million new bearer shares ("**Conditional Capital 2019/I**"). The Conditional Capital 2019/I serves exclusively to grant shares to the holders of the convertible bonds issued by the Issuer or by a direct or indirect affiliate of the Issuer in Germany or abroad on the basis of the authorisation resolved by the Annual General Meeting dated 18 June 2019. The new shares will only be issued at a conversion price that complies with the provisions of the authorisation resolved by the Annual General Meeting on 18 June 2019.

The conditional capital increase will only be implemented to the extent that the holders of the convertible bonds exercise their conversion rights and to the extent that existing shares, shares from authorised capital or other forms of performance are not used to service them. The new shares participate in profits from the beginning of the fiscal year for which, at the time of their creation through the exercise of conversion rights, no resolution has yet been passed by the Annual General Meeting on the appropriation of the balance sheet profit. The Management Board is authorised, with the approval of the Supervisory Board, to determine the further details of the conditional capital increase and its implementation.

The Issuer's market capitalisation as of 30 June 2019 amounted to EUR 18.29 billion.

3.7. FISCAL YEAR

The fiscal year of the Issuer is the calendar year.

3.8. AUDITORS

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft, Stuttgart, office Munich, Germany, ("**EY**") a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Berlin, has audited in accordance with Section 317 of the German Commercial Code (*Handelsgesetzbuch*, "**HGB**") and German generally accepted standards for financial statement audits promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*) the consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2017 and 31 December 2018, 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 (1) HGB, and issued in each case an unqualified independent auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*).

The unqualified independent auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*) on the consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2018 contains the following emphasis of matter paragraph with respect to the "accounting treatment of allegations of a whistleblower in Singapore" (see also "6.5.9 *Legal and Arbitration Proceedings*" below):

> "We refer to the information presented in chapter 2.7 Corrections in accordance with IAS 8 of the notes to the consolidated financial statements and the information contained in the opportunities and risks report in the group management report in connection with the allegations of a whistleblower and the implications for the accounting. The allegations mainly concerned fictitious transactions relating to the procurement and sale of software and

also associated circular payments ("roundtripping"). In addition, the legitimacy of payments or the economic substance of contracts was questioned. Besides, legal actions have been initiated in order to claim damages from Wirecard AG for wrong or delayed information.

On the basis of the matters presented in the consolidated financial statements and the group management report as well as the findings to date of the measures taken to clarify these matters, currently there is no confirmation that corrections or other disclosures need to be made in the notes to the consolidated financial statements and group management report for fiscal year 2018. The ongoing investigations by the authorities in Singapore may in the future yield findings, which may have effects on the assets, liabilities, financial position and financial performance of the Group and would have to be presented in the Group's accounting.

The findings made to date have been taken into account in the consolidated financial statements as of 31 December 2018 and 2017 and in the 2018 group management report. Due to the uncertainties regarding the current and/or any future legal disputes and the possible new findings of investigations being conducted due to the allegations, it cannot be ruled out that estimates of the effects of the presented matters may be different in the future.

Our opinions on the consolidated financial statements and the group management report have not been modified in this respect."

3.9. MAJOR SHAREHOLDERS

Based on notices the Issuer received pursuant to Section 33 et seq. of the German Securities Trading Act (*Wertpapierhandelsgesetz*) as at 31 August 2019 the shareholders listed below held (directly or indirectly) 3 per cent. or more of the Issuer's outstanding voting rights:

Name of the shareholder	**Voting rights (per cent).**
MB Beteiligungsgesellschaft mbH (Markus Braun)…….	8.04 per cent.
Blackrock Inc. (US)……	5.82 per cent.
Goldman Sachs Group, Inc. (US)…….	3.53 per cent.
Artisan Partners Asset Management, Inc. (US)……	5.24 per cent.
Jupiter Fund Management plc (UK)…….	5.00 per cent.
Citigroup Inc, (US)……	4.93 per cent.
Free float…….....	68.27 per cent.

The corresponding percentage and share figures refer to the share capital existing at the time of the respective notification; the number of shares is taken from the last voting rights notification to the Company and may therefore be obsolete in the meantime. All notifications made by shareholders in accordance with the German Securities Trading Act (*Wertpapierhandelsgesetz*) are published on the website of the Issuer under https://ir.wirecard.com/websites/wc/English/3000/news-_-publications.html#stimmrechtsmitteilungen.

3.10. RATING

The Issuer received a long-term issuer rating of Baa3 from Moody's Investors Service Ltd. ("**Moody's**").

Moody's is established in the European Community and are registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended.

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.

4. GENERAL INFORMATION ABOUT THE GUARANTORS

4.1. WIRECARD TECHNOLOGIES GMBH ("GUARANTOR 1")

4.1.1. General Information

The legal name of Guarantor 1 is "Wirecard Technologies GmbH". Guarantor 1 conducts its business under the commercial name "Wirecard Technologies".

Guarantor 1 is organised in the legal form of a limited liability company (*Gesellschaft mit beschränkter Haftung*). It is existing under the laws of Germany and it is subject to the provisions of the GmbHG. Guarantor 1 is registered in the commercial register of the local court (*Amtsgericht*) of Munich under the registration number HRB 200352.

Guarantor 1 was incorporated by form changing conversion (*Formwechsel*) from a stock corporation (*Aktiengesellschaft*) under the legal name "Wirecard Technologies AG" registered with the commercial register of the local court of Munich under the registration number HRB 142427 on 13 August 2012 into a German limited liability company. Wirecard Technologies AG was originally set up under the commercial name "cyflenwad Zweihundertundsechsundzwanzigste Vermögensverwaltungs AG" dated 24 August 2000 registered with the commercial register of the local court Postsdam under the register number HRB 14098 P having its legal seat in Kleinmachnow. The shareholders' meeting dated 21 January 2002 altered the legal name of Guarantor 1 to "Wirecard AG" and transferred its legal seat to Halbergmoos. The shareholders meeting dated 17 December 2004, altered the legal name again to "Wirecard Technologies AG" and as of 11 April 2011 the legal seat of the company was finally transferred to Aschheim.

Guarantor 1's registered business address is Einsteinring 35, 85609 Aschheim, Germany and its telephone is + 49 (0) 89-4424-1800.

Legal Entity Identifier (LEI) of Guarantor 1 is 529900Z54V2EA48D2Y27. The website of Guarantor 1 is https://www.wirecard.com/.

4.1.2. Corporate Purpose

Under Article 2(1) of its articles of association, the objects of Guarantor 1 are:

Developing payment, risk and cash management applications in open networks, marketing and selling these products and all related tasks, activities and services, including receivables management and the purchase of receivables for the purpose of collection in its own name (factoring).

4.1.3. Principal Activities

Guarantor 1 mainly develops and operates the Group's multi-channel payment gateway ("**Multi-Channel Payment Gateway**") which is linked to more than 200 international payment networks and forms the central element of the portfolio of products and services for the internal business processes of the Group. In cooperation with Guarantor 1, Wirecard Processing FZ-LLC in Dubai (United Arab Emirates) and other subsidiaries such as Wirecard NZ Ltd. in Auckland (New Zealand) handle the technical processing of credit card payments on behalf of financial institutions. Guarantor 1 is also certified as to Payment Card Industry – Data Security Standards pursuant to Group internal directives as it handles customer data.

4.1.4. Organisational Structure

Guarantor 1 is a subsidiary of the Issuer being simultaneously the parental company to a number of other companies of the Group, *inter alia* Wirecard Issuing Technologies GmbH as well as Wirecard Acceptance Technologies GmbH. Thereby Guarantor 1 constitutes as an intermediate holding (*Zwischenholding*) within the Group.

4.1.5. Management, Corporate Bodies and Board Practices

(a) *General*

The governing bodies of Guarantor 1 are its managing directors and the shareholders' meeting (*Gesellschafterversammlung*). The competencies of these bodies are defined in the GmbHG and the Articles of Association and the by-laws for the Management Board.

(b) *Managing Directors*

Each member of the managing directors is appointed by the shareholders' meeting and is eligible for reappointment thereafter. The shareholder's meeting can revoke the appointment at any time.

As of the date of this Offering Memorandum, the following managing directors direct the business of Guarantor 1:

- Dr. Markus Braun;
- Jörg Möller;
- Stephan Freiherr von Erffa; and
- Susanne Steidl.

The business address for all managing directors is Einsteinring 35, 85609 Aschheim, Germany.

(c) *Conflicts of Interest of the Managing Directors*

None of the above mentioned managing directors have declared any potential conflicts of interest between any duties to Guarantor 1 and their private interest or other duties.

(d) *Board Practices*

Pursuant to Section 161 of the German Stock Corporation Act (*Aktiengesetz*), the Code does not apply to Guarantor 1, a private limited liability company.

4.1.6. Share *Capital*

As of the date of this Offering Memorandum, the share capital of Guarantor 1 amounts to EUR 1,101,000.00 and consists of one share. As a result of the form changing conversion from a stock corporation to a limited liability company, the share in Guarantor 1 replaced the no-par value bearer shares in Wirecard Technologies AG.

4.1.7. Fiscal Year

The fiscal year of Guarantor 1 is the calendar year.

4.1.8. Auditors

EY has audited in accordance with Section 317 of the German Commercial Code (*Handelsgesetzbuch, HGB*) and German generally accepted standards for financial statement audits promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*) the annual financial statements of Guarantor 1 as of and for the fiscal years ended 31 December 2017 and 31 December 2018, which were prepared in accordance with the requirements of German commercial law applicable to business corporations, and issued in each case an unqualified independent auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*).

4.1.9. Major Shareholders

The Issuer acts as sole shareholder of Guarantor 1.

4.1.10. Historical Financial Information

Guarantor 1 has been included as a subsidiary in the consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2017 and 2018 and utilized the exemption pursuant to Section 264 (3) HGB as Guarantor 1's shareholders' meetings in 2018 and 2019 approved to utilize the exemption option pursuant to Section 264 (3) HGB with regard to the preparation of notes to the financial statements and a management report as well as disclosure pursuant to Section 325 HGB for the fiscal years ended 31 December 2017 and 2018.

4.1.11. Trend Information

There has been no material adverse change in the prospects of Guarantor 1 since 31 December 2018. No developments are currently foreseen that are reasonably likely to have a material adverse effect on the prospects of Guarantor 1.

4.1.12. Significant Changes in the Financial or Trading Position

There has been no significant change in the financial or trading position of Guarantor 1 since 30 June 2019, the end of the last financial period for which financial information of the Issuer has been published.

4.1.13. Legal and Arbitration Proceedings

Please refer to "*Business of the Group – Legal and Arbitration Proceedings*" below.

4.1.14. Material Contracts

Guarantor 1 entered into a profit transfer agreement with the Issuer as transferring company (*abführende Gesellschaft*) dated 11 December 2018 in order to render the Cash-Pool (See "*Business of the Group*" – "*Material Contracts*" below) legally feasible. As the parent company, the Issuer is obliged to assume losses pursuant to Section 302 of the German Stock Corporation Act (*Aktiengesetz*) and thus at the same time complies with the statutory obligation to assume responsibility for the obligations entered into by Guarantor 1 up to the balance sheet date of 31 December 2018 in the following fiscal year.

4.1.15. Recent Events

Please refer to "Business of the Group – Recent Events" below.

4.1.16. Rating

There will be no rating for Guarantor 1.

4.2. WIRECARD SALES INTERNATIONAL HOLDING GMBH ("GUARANTOR 2")

4.2.1. General Information

The legal and commercial name of Guarantor 2 is "Wirecard Sales International Holding GmbH".

Guarantor 2 is organised in the legal form of a limited liability company (*Gesellschaft mit beschränkter Haftung*). It is existing under the laws of Germany and it is subject to the provisions of the GmbHG. Guarantor 2 is registered with the commercial register of the local court (*Amtsgericht*) of Munich under the registration number HRB 187465.

Guarantor 2 was incorporated under the legal name "Trustpay International GmbH" by form changing conversion from a stock corporation (*Aktiengesellschaft*) under the legal name Trustpay International AG with its registered office in the commercial register of the local court of Munich under the registration number HRB 167639 on 24 August 2010 into a German limited liability company.

Trustpay International AG was originally set up under the commercial name "Blitz 07-210 AG" dated 30 April 2007 registered with the commercial register of the local court of Munich under the register number HRB 167639 having its legal seat in Munich. The shareholders' meeting dated 26 September 2007 altered the legal name of Guarantor 2 to "Trustpay International AG" and the shareholders' meeting dated 7 October 2008 transferred its legal seat to Grasbrunn. The shareholders' meeting dated 4 April 2011 transferred the legal seat of Guarantor 2 finally to Aschheim (district of Munich) and the shareholders' meeting dated 10 May 2012 altered the legal name of Guarantor 2 to Wirecard Sales International GmbH. The shareholders' meeting dated 18 July 2016 altered the legal name of Guarantor 2 finally to Wirecard Sales International Holding GmbH.

Guarantor 2's registered business address is Einsteinring 35, 85609 Aschheim, Germany and its telephone number is +49 (0) 89-4424-1400.

Legal Entity Identifier (LEI) of Guarantor 2 is 529900VH0MQZASU8AR79. The website of Guarantor 2 is https://www.wirecard.com/.

4.2.2. Corporate Purpose

Pursuant to Article 2(1) of its articles of association, the object of Guarantor 2 is the holding of shareholdings in companies of any kind, in particular those in the area of payment systems and the performance of commercial services, management, marketing and sales activities, unless special approval is required.

4.2.3. Principal Activities

Guarantor 2 acts as holding company for subsidiaries within the Group and as a management holding company does not carry other operating activities.

4.2.4. Organisational Structure

Guarantor 2 is a subsidiary of the Issuer being simultaneously the parental company to a number of other companies of the Group. Thereby, Guarantor 2 constitutes an intermediate holding (*Zwischenholding*) within the Group.

4.2.5. Managing Directors, Corporate Bodies and Board Practices

(a) *General*

The governing bodies of Guarantor 2 are the managing directors and the shareholders' meeting (*Gesellschafterversammlung*). The competencies of these bodies are defined in the GmbHG and the articles of association and the by-laws for the management board.

(b) *Managing Directors*

Each managing director is appointed by the shareholder's meeting. The shareholders' meeting can revoke the appointment at any time.

As of the date of this Offering Memorandum, the following managing directors direct the business of Guarantor 2:

- Jan Marsalek;

- Thorsten Holten; and
- Brigitte Häuser-Axtner.

The business address for all managing directors is Einsteinring 35, 85609 Aschheim, Germany.

(c) *Conflicts of Interest of the Managing Directors*

None of the above mentioned managing directors have declared any potential conflicts of interest between any duties to Guarantor 2 and their private interest or other duties.

(d) *Board Practices*

Pursuant to Section 161 of the German Stock Corporation Act (*Aktiengesetz*), the Code does not apply to Guarantor 2, a private limited liability company.

4.2.6. Share Capital

As of the date of this Offering Memorandum, the share capital of Guarantor 2 amounts to EUR 50,000.00 and consists of one share. As a result of the form changing conversion from a stock corporation to a limited liability company, the share in Guarantor 2 replaced the no-par value bearer shares in Trustpay International AG.

4.2.7. Fiscal Year

The fiscal year of Guarantor 2 is the calendar year.

4.2.8. Auditors

BakerTilly GmbH & Co. KG Wirtschaftsprüfungsgesellschaft, Hamburg, a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Berlin, serves as auditor for Guarantor 2's annual financial statements.

4.2.9. Major Shareholders

The Issuer acts as sole shareholder of Guarantor 2.

4.2.10. Historical Financial Information

Guarantor 2 has been included as a subsidiary in the consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2017 and 2018 as Guarantor 2's shareholders' meetings in 2018 and 2019 approved to utilize the exemption option pursuant to Section 264 (3) HGB with regard to the preparation of notes to the financial statements and a management report as well as disclosure of its annual financial statements pursuant to Section 325 HGB for the fiscal years ended 31 December 2017 and 2018.

4.2.11. Trend Information

There has been no material adverse change in the prospects of Guarantor 2 since 31 December 2018. No developments are currently foreseen that are reasonably likely to have a material adverse effect on the prospects of Guarantor 2.

4.2.12. Significant Changes in the Financial or Trading Position

There has been no significant change in the financial or trading position of Guarantor 2 since 30 June 2019, the end of the last financial period for which financial information of the Issuer has been published.

4.2.13. Legal and Arbitration Proceedings

Please refer to "*Business of the Group – Regulatory and Legal Matters – Legal Proceedings*" below.

4.2.14. Material Contracts

Guarantor 2 entered into a profit transfer agreement with the Issuer as transferring company (*abführende Gesellschaft*) dated 10 May 2012 as to render the Cash-Pool (See "*Business of the Group*" – "*Material Contracts*" below) legally feasible. As the parent company, the Issuer is obliged to assume losses pursuant to Section 302 of the German Stock Corporation

Act (*Aktiengesetz*) and thus at the same time complies with the statutory obligation to assume responsibility for the obligations entered into by Guarantor 2 up to the balance sheet date of December 2018 in the following fiscal year.

4.2.15. Recent Events

Please refer to "*Business of the Group – Recent Events*" below.

4.2.16. Rating

There will be no rating for Guarantor 2.

4.3. WIRECARD PAYMENT SOLUTIONS HOLDINGS LIMITED ("GUARANTOR 3")

4.3.1. General Information

The legal name of Guarantor 3 is "Wirecard Payment Solutions Holdings Limited". Guarantor 3 conducts its business under the commercial name Wirecard Payment Solutions Holdings Limited.

Guarantor 3 was originally incorporated under the legal name "Gateway E-Commerce Solutions Holdings Limited". It subsequently changed its name to "Gateway Payment Solutions Holdings Limited". As of 21 December 2007, Guarantor 3's shareholder decided to change its legal name again to the current one. The changes to its name do not impact on its corporate form or status or continuity. The name changes have been registered at the Companies Registration Office in Dublin.

Guarantor 3 is organised in the legal form of a private company limited by shares. It is in existence under the laws of Ireland ("**Ireland**") and is subject to the provisions of the Irish Companies Act. Guarantor 3 is registered at the Companies Registration Office in Dublin with company number 409925.

Guarantor 3's registered office and business address is at 1st Floor, Ulysses House, Foley Street, Dublin 1 and its telephone number is +44 01 8765800.

Legal Entity Identifier (LEI) of Guarantor 3 is 529900BWETZJRMZMRV03. The website of Guarantor 3 is http://www.wirecard.co.uk/company/about-wirecard-uk-ireland/.

4.3.2. Corporate Capacity

As a private company limited by shares, Guarantor 3 has, in accordance with Section 38 of the Irish Companies Act:

> full and unlimited capacity to carry on and undertake any business or activity, do any act or enter into any transaction; and for that purpose full right powers and privileges provided that it complies with its duties and obligations under any enactment and the general law.

The objects of Guarantor 3 contained in its memorandum of association have ceased to have effect on the terms of Section 61 of the Irish Companies Act.

4.3.3. Principal Activities

Guarantor 3 acts as holding company for the operating/trading companies in Ireland. The Irish operating/trading companies are Wirecard UK and Ireland Limited and Herview Limited. These operating/trading companies carry out the Group's business activities in Ireland. Ireland is one of the Group's core European markets. From Ireland, the Group, through the Irish operating/trading companies, offers customers payment services such as Fitbit Pay. Customers can use the mobile payment solution to secure purchases via Fitbit Pay using their Fitbit Ionic and Fitbit smart watches. Guarantor 3, together with the Irish operating/trading companies also cooperate with various banks and financial services providers so that it can offer corresponding acquiring and issuing services in those areas where the Group cannot use its own licences.

4.3.4. Organizational Structure

Guarantor 3 serves as holding company for the operating/trading companies in Ireland.

4.3.5. Management, Corporate Bodies and Board Practices

(a) *General*

The governing bodies of Guarantor 3 are the board of directors and its shareholder Wirecard Sales International Holding GmbH. The competencies of these bodies are defined in the Irish Companies Act and Guarantor 3's constitutional documents, *inter alia* its Articles of Association.

(b) *Board of Directors*

Each member of the Board of Directors may be removed by a resolution of the sole member of Guarantor 3. The sole member or the directors may appoint additional directors from time to time. The directors direct the business of Guarantor 3.

As of the date of this Offering Memorandum, the following persons are the directors of Guarantor 3:

- Jan Marsalek;
- Alan White;
- Helen Margaret Meehan; and
- Markus-Konrad Fuchs.

Alan White also serves as Company Secretary. The business address of Guarantor 3's director is at 1st Floor, Ulysses House, Foley Street, Dublin 1.

Conflicts of Interest of the Board of Directors

None of the above mentioned directors have declared any potential conflicts of interest between any duties to Guarantor 3 and their private interest or other duties.

(c) *Board Practices*

The Guarantor 3 has no board practices.

4.3.6. Share Capital

As of the date of this Offering Memorandum, the authorised capital of Guarantor 3 is EUR 10,000.00 divided into 10,000 ordinary shares of EUR 1.00 each. The issued share capital is 9,135 ordinary shares, all of which are owned by Guarantor 2.

4.3.7. Fiscal Year

The fiscal year of Guarantor 3 is the calendar year.

4.3.8. Auditors

BCK Audit Accounting & Tax Limited, Dublin ("**BCK**") serves as auditor of Guarantor 3's annual financial statements. BCK is a member of the Irish Auditing and Accounting Supervisory Authority (*IAASA*).

4.3.9. Major Shareholders

Guarantor 2 acts as sole shareholder of Guarantor 3.

4.3.10. Historical Financial Information

The Issuer decided to use the exemption pursuant to Section 357 of the Irish Companies Act not to submit consolidated financial statements of the Irish group to Companies Office in Ireland which includes Guarantor 3 for the fiscal years ended 31 December 2017 and 31 December 2018. In order to avail of this exemption, the Issuer is required to give an irrevocable guarantee of all amounts shown as liabilities in the financial statements of Guarantor 3 for the relevant fiscal year. Guarantor 3 has been included as a subsidiary in the consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2017 and 2018.

4.3.11. Trend Information

There has been no material adverse change in the prospects of Guarantor 3 since 31 December 2018. No developments are currently foreseen that are reasonably likely to have a material adverse effect on the prospects of Guarantor 3.

4.3.12. Significant Changes in the Financial or Trading Position

There has been no significant change in the financial or trading position of Guarantor 3 since 30 June 2019, the end of the last financial period for which financial information of the Issuer has been published.

4.3.13. Legal and Arbitration Proceedings

Please refer to "*Business of the Group – Legal and Arbitration Proceedings*" below.

4.3.14. Material Contracts

Please refer to "*Business of the Group – Material Contracts*" below.

4.3.15. Recent Events

Please refer to "*Business of the Group – Recent Events*" below.

4.3.16. Rating

There will be no rating for Guarantor 3.

4.4. CARDSYSTEMS MIDDLE EAST FZ-LLC ("GUARANTOR 4")

4.4.1. General Information

The legal name of Guarantor 4 is CardSystems Middle East FZ-LLC. Guarantor 4 conducts its business under the commercial name "CardSystems Middle East FZ-LLC". Guarantor 4 is organised in the legal form of a free zone limited liability company. It was founded under and is governed by the laws of the Dubai Development Authority ("**DDA**") and it is subject to the provisions of the DDA Private Companies Regulations 2016 ("**DDA Private Companies Regulations 2016**"). Guarantor 4 operates under license no. 20008.

Guarantor 4's registered office and business address is premises 3801-3822, Floor 38, Al Shatha Tower, 502309 Dubai Media City, UAE and its telephone number is +97 2459500.

Legal Entity Identifier (LEI) of Guarantor 4 is 529900QITH4S89RB2V17.

The website of Guarantor 4 is https://www.wirecard.com/contact/worldwide.

4.4.2. Corporate Purpose

Under article 4.1 of its articles of association, the objects of Guarantor 4 are:

- IT service segment with the activity of Solution Provider.

In this context Guarantor 4 is empowered to do any and all things that are in the opinion of the directors incidental or conductive to any or all of the Guarantor 4 objects, or the exercise of any or all of its powers in accordance with the DDA Private Companies Regulations 2016 ("**DDA Private Companies Regulations 2016**"), the relevant licensing regulation or other legislation administered by the DDA.

Guarantor 4 has all of the powers required to achieve its objects as set out in article 4.1 of its articles of association.

4.4.3. Principal Activities

Guarantor 4 operates in the Asia-Pacific region of the Group. Guarantor 4 cooperates internationally with various banks and financial services providers so that it is able to offer corresponding acquiring and issuing services in those areas where Wirecard cannot use its own license.

4.4.4. Organisational Structure

Guarantor 4 is an indirect subsidiary of the Issuer and wholly owned by Guarantor 1.

4.4.5. Managing Directors, Corporate Bodies and Board Practices

(a) *General*

The governing bodies of Guarantor 4 are the board of directors and its shareholder, Guarantor 1. The competencies of these bodies are defined in the Articles of Association of Guarantor 4 and the DDA Private Companies Regulations 2016.

(b) *Board of Directors:*

Each member of the Board of Directors is appointed by the shareholder, Guarantor 1.

As of the date of this Offering Memorandum, the following directors direct the business of Guarantor 4:

- Jan Marsalek; and
- Oliver Bellenhaus.

Their business address is premises 3801-3822, Floor 38, Al Shatha Tower, Dubai, Media City, UAE. The business of Guarantor 4 is conducted on a day to day basis by its General Manager Oliver Bellenhaus.

(c) *Conflicts of Interest of the Members of the Corporate Bodies*

None of the above mentioned directors have declared any potential conflicts of interest between any duties to Guarantor 4 and their private interest or other duties.

(d) *Board Practices*

No corporate governance code applies to Guarantor 4. Guarantor 4 must adhere to the corporate governance provisions set out in its articles of Association and the DDA Private Companies Regulations 2016.

4.4.6. Share Capital

As of the date of this Offering Memorandum, the issued paid up share capital of Guarantor 4 amounts to AED 1 million and is divided into 1,000 ordinary shares with a nominal value of AED 1,000 each.

4.4.7. Fiscal Year

The fiscal year of Guarantor 4 is the calendar year.

4.4.8. Auditors

The annual financial statements of Guarantor 4 as of and for the fiscal years ended 31 December 2017 and 2018 have not been audited. Guarantor 4 is in the process of appointing its own auditors but has appointed none to date.

4.4.9. Major Shareholders

Guarantor 1 acts as sole shareholder of Guarantor 4.

4.4.10. Historical Financial Information

Guarantor 4 has been included as a subsidiary in the consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2017 and 2018. Guarantor 4 decided to use the exemption with regard to disclosure of its annual financial statements pursuant to Article 62 of the Dubai Technology and Media Free Zone Private Companies Regulations 2003 ("**Dubai Companies Regulation 2003**").

4.4.11. Trend Information

There has been no material adverse change in the prospects of Guarantor 4 since 31 December 2018. No developments are currently foreseen that are reasonably likely to have a material adverse effect on the prospects of Guarantor 4.

4.4.12. Significant Changes in the Financial or Trading Position

There has been no significant change in the financial or trading position of Guarantor 4 since 30 June 2019, the end of the last financial period for which financial information of the Issuer has been published.

4.4.13. Legal and Arbitration Proceedings

Please refer to "*Business of the Group – Regulatory and Legal Matters – Legal Proceedings*" below.

4.4.14. Material Contracts

Please refer to "*Business of the Group – Material Contracts*" below.

4.4.15. Recent Events

Please refer to "*Business of the Group – Recent Events*" below.

4.4.16. Rating

There will be no rating for Guarantor 4.

4.5. WIRECARD PROCESSING FZ-LLC ("GUARANTOR 5")

4.5.1. General Information

The legal name of Guarantor 5 is Wirecard Processing FZ-LLC. Guarantor 5 conducts its business under the commercial name "Wirecard Processing FZ-LLC". Guarantor 5 is organised in the legal form of a free zone limited liability company. It was founded on 17 November 2003 under and is governed by the DDA Private Companies Regulation 2016 and it is subject to the provisions of the DDA Private Companies Regulation 2016. Guarantor 5 operates under license no. 19856.

Guarantor 5's registered office and business address is premises 3801-3822, Floor 38, Al Shatha Tower, Dubai Media City, UAE and its telephone number is +97 2459500.

Legal Entity Identifier (LEI) of Guarantor 5 is 529900NB6TN7EHS4MA55.

The website of Guarantor 5 is https://www.wirecard.com/contact/worldwide.

4.5.2. Corporate Purpose

Under article 4.1 of its articles of association, the objects of Guarantor 5 are:

- Consultancy Segment with the activity of Management Consultancy;
- IT Service Segment with the activities of Customer Service and Solution Provider.

In this context Guarantor 5 is empowered to do any and all thing that are in the opinion of the directors incidental or conducive to any or all of the Guarantor 5 objects, or the exercise of any or all of its powers in accordance with the DDA Private Companies Regulations 2016, the relevant licensing regulation or other legislation administered by the DDA.

Guarantor 5 has all of the powers required to achieve its objects as set out in article 4.1 of its articles of association.

4.5.3. Principal Activities

Guarantor 5 operates in the area of IT Services, in which it acts as solution provider and provides customer services. Alongside IT services Guarantor 5 also offers management consultancy services.

4.5.4. Organisational Structure

Guarantor 5 is a wholly owned direct subsidiary of the Issuer.

4.5.5. Managing Directors, Corporate Bodies and Board Practices

(a) *General*

The governing bodies of Guarantor 5 are the board of directors and its shareholder, the Issuer. The competences of these bodies are defined in the articles of association of Guarantor 5 and the DDA Private Companies Regulations.

(b) *Board of Directors:*

Each member of the Board of Directors is appointed by Guarantor 5's sole shareholder, the Issuer.

As of the date of this Offering Memorandum, the following directors direct the business of Guarantor 5:

- Oliver Bellenhaus (Director)
- Susanne Steidl (Director)

Their business address is premises 3801-3822, Floor 38, Al Shatha Tower, Dubai Media City, UAE. The business of Guarantor 5 is conducted on a day to day basis by its General Manager Nabila Nouinou.

(c) *Conflicts of Interest of the Members of the Corporate Bodies*

None of the above mentioned directors have declared any potential conflicts of interest between any duties to Guarantor 5 and their private interest or other duties.

(d) *Board Practices*

No corporate governance code applies to Guarantor 5. Guarantor 5 must adhere to the corporate governance provisions set out in its articles of association and the DDA Private Companies Regulations.

4.5.6. Share Capital

As of the date of this Offering Memorandum, the issued paid up capital of Guarantor 5 amounts to AED 10 million represented by 10,000 shares with a nominal value of AED 1,000 each.

4.5.7. Fiscal Year

The fiscal year of Guarantor 5 is the calendar year.

4.5.8. Auditors

The annual financial statements of Guarantor 5 as of and for the fiscal years ended 31 December 2017 and 2018 have not been audited. Guarantor 5 is in the process of appointing its auditors but has appointed none to date.

4.5.9. Major Shareholders

The Issuer is the sole shareholder of Guarantor 5.

4.5.10. Historical Financial Information

Guarantor 5 has been included as a subsidiary in the consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2017 and 2018. Guarantor 5decided to use the exemption with regard to disclosure of its annual financial statements pursuant to Article 62 of the Dubai Companies Regulation 2003.

4.5.11. Trend Information

There has been no material adverse change in the prospects of Guarantor 5 since 31 December 2018. No developments are currently foreseen that are reasonably likely to have a material adverse effect on the prospects of Guarantor 5.

4.5.12. Significant Changes in the Financial or Trading Position

There has been no significant change in the financial or trading position of Guarantor 5 since 30 June 2019, the end of the last financial period for which financial information of the Issuer has been published.

4.5.13. Legal and Arbitration Proceedings

Please refer to "*Business of the Group – Regulatory and Legal Matters – Legal Proceedings*" below.

4.5.14. Material Contracts

Please refer to "*Business of the Group – Material Contracts*" below.

4.5.15. Recent Events

Please refer to "*Business of the Group – Recent Events*" below.

4.5.16. Rating

There will be no rating for Guarantor 5.

5. HISTORICAL FINANCIAL INFORMATION

The audited consolidated financial statements of the Issuer as of and for the fiscal years ended 31 December 2018 and 2017, which have been prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to Section 315e (1) of the HGB, together with the respective independent auditor's report (Bestätigungsvermerk des unabhängigen Abschlussprüfers) thereon, as well as the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2019, which have been prepared in accordance with IFRS on interim financial reporting (IAS 34), are incorporated by reference into the Offering Memorandum.

Separate financial statements of the Guarantors as of and for the fiscal years ended 31 December 2018 and 2017 and separate interim financial statements of the Guarantors as of and for the six months ended 30 June 2019 are not included or incorporated by reference in this Offering Memorandum as the Issuer's consolidated financial statements contain financial information for the Group on a consolidated basis which include the Guarantors as the Group's principal subsidiaries who together represented (on a consolidated basis) approximately 87.0 per cent. of the Group's EBITDA in the 12-months period ending 31 March 2019.

5.1. PRESENTATION OF FINANCIAL INFORMATION FOR THE ISSUER

5.1.1. General Information

The audited consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2018 have been prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to Section 315e (1) of the HGB. EY has audited in accordance with Section 317 HGB and German generally accepted standards for financial statement audits the aforementioned German language consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2018 and issued an unqualified independent auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*) thereon. The audited consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2018 and the unqualified independent auditor's report thereon, together contained in the Issuer's Annual Report 2018, are incorporated by reference into this Offering Memorandum. The unqualified independent auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*) on the consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2018 contains an emphasis of matter paragraph with respect to the "accounting treatment of allegations of a whistleblower in Singapore".

In connection with the investigations in Asia, errors were identified in the revenue recognition for the fiscal year ended 31 December 2017, which were retrospectively corrected by the Issuer in the audited consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2018 and the prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 accordingly adjusted in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors" as described in Note 2.7 to the consolidated financial statements as of and for the fiscal year ended 31 December 2018.

The audited consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2017 have been prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to Section 315e (1) of the HGB. EY has audited in accordance with Section 317 HGB and German generally accepted standards for financial statement audits the aforementioned German language consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2017 and issued an unqualified independent auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*) thereon. The audited consolidated financial statements of the Issuer as of and for the fiscal year ended 31 December 2017 and the unqualified independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) thereon, together contained in the Issuer's Annual Report 2017, are incorporated by reference into this Offering Memorandum.

The unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2019 have been prepared in accordance with IFRS on interim financial reporting (IAS 34).

Where financial information in the tables of this Offering Memorandum are labelled "audited", this means that they have been taken from the audited consolidated financial statements of the Issuer mentioned above. The label "unaudited" is used in the tables of this Offering Memorandum to indicate financial information that have not been taken from the audited consolidated financial statements of the Issuer mentioned above, but were taken from the Issuer's unaudited condensed half year consolidated financial statements of the Issuer mentioned above, or which is based on calculations of using these figures.

Certain numerical data, financial information and market data in this Offering Memorandum are subject to rounding adjustments that were carried out according to customary commercial standards. As a result, the aggregate amounts herein may not correspond in all cases to the data contained in the underlying sources.

5.1.2. Selected Financial Information for the Issuer

The financial information contained in the following tables is taken from the Issuer's audited consolidated financial statements as of and for the fiscal year ended 31 December 2018 (including the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 due to corrections made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors") and the Issuer's unaudited condensed half year consolidated financial statements as of and for the six months ended 30 June 2019. The Issuer's unaudited condensed half-year consolidated financial statements as of and for the six months ended 30 June 2019 were prepared on a basis substantially consistent with the Issuer's audited consolidated financial statements, except if noted otherwise (in particular the initial application of IFRS 16 "Leases"). Holders should read the following information together with the Issuer's consolidated financial statements and condensed half year consolidated financial statements incorporated by reference in the Offering Memorandum.

Selected Information from Consolidated Statements of Financial Position

Assets

(in EUR million)	As of 30 June 2019 (unaudited)	As of 31 December 2018 (audited)	As of 31 December 2017 (audited)[1]
Intangible assets	1,413.2	1,409.5	1,390.0
thereof:			
Goodwill	713.5	705.9	675.8
Customer relationships	438.4	452.1	484.9
Financial and other assets / interest-bearing securities	372.7	413.6	310.2
Total non-current assets	1,922.7	1,929.4	1,781.4
Receivables of the acquiring business	786.5	684.9	442.0
Cash and cash equivalents	3,047.7	2,719.8	1,901.3
Total current assets	4,774.9	3,925.5	2.751.4
Total assets	**6,697.6**	**5,854.9**	**4,532.8**

[1] Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018. Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for the fiscal year ended 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

Equity and liabilities

(in EUR million)	As of 30 June 2019 (unaudited)	As of 31 December 2018 (audited)	As of 31 December 2017 (audited)(1)
Total equity	2,145.1	1,922.7	1,640.0
Thereof:			
Subscribed capital	123.6	123.6	123.6
Capital reserve	494.7	494.7	494.7
Retained earnings	1,588.5	1,375.7	1,074.1
Non-current interest-bearing liabilities	1,594.6	1,348.7	754.8
Total non-current liabilities	1,830.0	1,592.6	917.1
Liabilities of the acquiring business	708.9	651.9	422.6
Customer deposits from banking operations	1,559.1	1,263.0	973.2
Total current liabilities	2,722.5	2,339.6	1,975.7
Total liabilities	4,552.5	3,932.2	2,892.8
Total equity and liabilities	**6,697.6**	**5,854.9**	**4,532.8**

[1] Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018. Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for the fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

Selected Information from Consolidated Income Statement/Consolidated Statements of Profit or Loss

(in EUR million, except shares)	For the six months ended 30 June 2019 (unaudited)	For the six months ended 30 June 2018 (unaudited)[6]	For the year ended 31 December 2018 (audited)	For the year ended 31 December 2017 (audited)[7]
Revenues	1,209.8	885.2	2,016.2	1,488.6
Gross profit	579.7	431.9	971.2	745.2
Personnel expenses	140.7	112.0	234.7	186.0
Other operating expenses	100.5	68.1	157.1	160.4
Impairment losses of financial assets	1.6	4.3	31.2	n/a
Other operating income	5.3	4.8	12.7	11.8
Share of profit or loss from associates (at equity)	(0.2)	(0.4)	(0.5)	(0.2)
EBITDA[1],[2]	342.1	252.0	560.5	410.3
Amortisation/depreciation	65.0	51.9	122.0	98.7
EBIT[1],[3],[4]	277.1	200.1	438.5	311.5
Financial result	(9.4)	(11.4)	(29.0)	(18.2)
Earnings before tax[4]	267.7	188.7	409.4	293.3
Earnings after tax[4]	237.5	157.6	347.4	256.1
Earnings per share (basic and diluted) in EUR[4],[5]	1.92	1.27	2.81	2.07
Average shares outstanding (basic and diluted)	123,565,586	123,565,586	123,565,586	123,565,586

[1] EBITDA and EBIT are not defined by IFRS ("**Non-IFRS Measure**"). The Issuer believes this information, along with comparable IFRS measurements, is useful to the Issuer's investors as it provides a basis for assessing the Group's performance, payment obligations related to performance-based compensation as well as the Group's compliance with covenants. Non-IFRS financial measures should not be viewed or interpreted as a substitute for financial information presented in accordance with IFRS. The tables also include reconciliations of the Non-IFRS financial measures to the financial measures that the Issuer believes are the most directly comparable measures prepared in accordance with IFRS. EBITDA and EBIT, as defined by the Issuer, may not be comparable to similarly titled measures as presented by other companies due to differences in the way EBITDA and EBIT are calculated by the Issuer.

[2] EBITDA, as presented in this table means the consolidated operating earnings before interest, taxes, depreciation and amortization. The Issuer uses EBITDA as the key financial performance indicator for the operating business of the Issuer and as internal measurement criterion for the performance of the segments.

[3] EBIT is defined as a key figure for earnings before interest and taxes. It is the sum of the items Earnings before Tax and Financial result. Taxes encompass income tax expenses including deferred taxes.

[4] Attributable entirely to the shareholders of the Issuer.

[5] Earnings per share were calculated in accordance with IAS 33.10 as the quotient of consolidated profit or loss of Wirecard for the year and the weighted average number of shares outstanding during the fiscal year. In calculating diluted earnings per share, the (convertible) bonds issued by the Issuer were also taken into account in accordance with IAS 33.30-60.

[6] Some of the amounts disclosed differ from the figures in the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2018 due to adjustments made in accordance with IAS 8.

[7] Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018. Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

Selected Information from Consolidated Cash Flow Statement/Consolidated Statements of Cash Flows

(in EUR million)	For the six months ended 30 June 2019 (unaudited)	For the six months ended 30 June 2018 (unaudited)[1]	For the year ended 31 December 2018 (audited)	For the year ended 31 December 2017 (audited)[2]
Cash flow from operating business before banking operations	241.0	198.9	466.9	349.3
Cash flow from operating activities	177.6	223.7	749.6	563.5
Cash flow from operating activities (adjusted)	284.0	196.2	500.1	375.7
Cash flow from investing activities	(44.5)	(65.5)	(231.7)	(357.1)
Cash flow from financing activities	197.4	9.3	303.4	356.9

(1) Some of the amounts disclosed differ from the figures in the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2018 due to adjustments made in accordance with IAS 8.

(2) Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018. Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for the fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

Selected KPIs and Non-IFRS Measures

The following key performance indicators and other financial information set out in the tables below include financial measures that are not defined by IFRS (each a Non-IFRS Measure). The Issuer believes this information, along with comparable IFRS measurements, is useful to the investors as it provides a basis for assessing its performance, payment obligations related to performance-based compensation as well as our compliance with covenants. Non-IFRS financial measures should not be viewed or interpreted as a substitute for financial information presented in accordance with IFRS. The tables also include reconciliations of the Non-IFRS financial measures to the financial measures that the Issuer believes are the most directly comparable measures prepared in accordance with IFRS.

(in EUR million, except as stated otherwise)	For the six months ended 30 June 2019 (unaudited)	For the six months ended 30 June 2018 (unaudited)[4]	For the year ended 31 December 2018 (audited, except as stated otherwise)	For the year ended 31 December 2017 (audited, except as stated otherwise) [5]
Free cash flow[1]	239.6	161.4	423.9	282.6
EBITDA margin[2] (in %)	28.3	28.5	27.8	27.6
EBIT adjusted[3]	294.8	219.5	477.1	352.4

(1) Free cash flow is a Non-IFRS Measure the Issuer uses to evaluate its operating performance and to provide an overview of the cash generated by the operating business. Free cash flow is defined as cash flow from operating activities less investment in property, plant and equipment, internally-generated intangible assets and other intangible assets (software). In particular, the free cash flow is available for strategic transactions/M&A activities and for dividend payments. The following table reconciles free cash flow to cash flow from operating activities (adjusted), which the Issuer believes to be the most directly comparable IFRS financial measure:

(in EUR million)	For the six months ended 30 June 2019 (unaudited)	For the six months ended 30 June 2018 (unaudited)[b]	For the year ended 31 December 2018 (audited)	For the year ended 31 December 2017 (audited)[c]
Cash flow from operating activities (adjusted)	284.0	196.2	500.1	375.7
Operative CAPEX[a]	44.5	34.8	76.2	93.1
Free Cash Flow	239.6	161.4	423.9	282.6

(a) Operative CAPEX means investment in property, plant and equipment, internally-generated intangible assets and other intangible assets (software).

(b) Some of the amounts disclosed differ from the figures in the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2018 due to adjustments made in accordance with IAS 8.

(c) Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018.Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

(2) Unaudited. EBITDA margin describes EBITDA in relation to revenues. EBITDA is a Non-IFRS Measure means the consolidated operating earnings before interest, taxes, depreciation and amortization. The Issuer uses EBITDA as the key financial performance indicator for the operating business of the Issuer and as internal measurement criterion for the performance of the segments. For the reconciliation of EBITDA to gross profit, which the Issuer believes to be the most directly comparable IFRS financial measure, please see the table relating to "Selected Information from Consolidated Income Statement/Consolidated Statements of Profit or Loss" above.

(3) EBIT adjusted is a Non-IFRS Measure and describes EBIT adjusted by amortisation and depreciation of assets which results from business combinations and acquired customer relationships (M&A related). The following table reconciles EBIT adjusted to earnings before tax, which the Issuer believes to be the most directly comparable IFRS financial measure:

(in EUR million)	**For the six months ended 30 June 2019 (unaudited)**	**For the six months ended 30 June 2018 (unaudited)[(c)]**	**For the year ended 31 December 2018 (audited)**	**For the year ended 31 December 2017 (audited)[(d)]**
Earnings before tax[(a)]	267.7	188.7	409.4	293.3
Financial result	(9.4)	(11.4)	(29.0)	(18.2)
EBIT[(a),(b)]	277.1	200.1	438.5	311.5
Amortisation and depreciation (M&A related)	17.7	19.4	38.7	40.9
EBIT adjusted	294.8	219.5	477.1	352.4

(a) Attributable entirely to the shareholders of the Issuer.

(b) EBIT is a Non-IFRS Measure which is defined as a key figure for earnings before interest and taxes. It is the sum of the items Earnings before Tax and Financial result. Taxes encompass income tax expense including deferred taxes.

(c) Some of the amounts disclosed differ from the figures in the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2018 due to adjustments made in accordance with IAS 8.

(d) Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018. Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

(4) Some of the amounts disclosed differ from the figures in the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2018 due to adjustments made in accordance with IAS 8.

(5) Taken from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018.Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

(in EUR million, except as stated otherwise)	**As of 30 June 2019 (unaudited)**	**As of 31 December 2018 (unaudited)**	**As of 31 December 2017 (unaudited)[(4)]**
Net debt[(1)]	(368.7)	(180.5)	217.8
Net debt/EBITDA[(2)] (in multiples)	-0.6x[(3)]	-0.3x	0.5x

(1) Net Debt is a Non-IFRS Measure the Issuer utilizes to determine to what degree it is able to pay all its debt at once. From the sum of long and short term interest bearing liabilities the net cash position (short term) is subtracted. The net cash position (short term) is (i) the sum of cash and cash equivalents, non-current interest-bearing securities, trade and other receivables, receivables of the acquiring business, current interest-bearing securities and fixed-term deposits as well as non-current securities/collared floaters less (ii) the sum current interest-bearing liabilities, other current liabilities, customer deposits from banking operations, liabilities of the acquiring business and trade payables. The following table reconciles Net Debt to cash and cash equivalents, which the Issuer believes to be the most directly comparable IFRS financial measure:

(in EUR million)	**As of 30 June 2019 (unaudited)**	**As of 31 December 2018 (audited, except as stated otherwise)**	**As of 31 December 2017 (audited, except as stated otherwise) [(a)]**
Cash and cash equivalents	3,047.7	2,719.8	1,901.3
+ Non-current interest-bearing securities	2.4	2.3	1.8
+ Trade and other receivables	393.3	357.4	274.7
+ Receivables of the acquiring business	786.5	684.9	442.0
- Current interest-bearing liabilities	123.0	117.4	311.6
- Other current liabilities	207.5	186.6	151.5
- Customer deposits from banking operations	1,559.1	1,263.0	973.2
+ Current interest-bearing securities and fixed-term deposits	515.8	139.6	109.1
+ Non-current securities/collared floaters	5.0	24.7	44.6

- Liabilities of the acquiring business	708.9	651.9	422.6
- Trade payables	65.9	63.4	66.1
Net cash position (short term)	**2086.3**	**1,646.6**	**848.6**
Current interest-bearing liabilities	123.0	117.4	311.6
+ Non-current interest-bearing liabilities	1,594.6	1,348.7	754.8
- Net cash position (short term)	**2086.3**	**1,646.6**	**848.6**
Net debt[(b)]	**(368.7)**	**(180.5)**	**217.8**

[(a)] Taken or derived from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018.Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for fiscal year 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

[(b)] Unaudited.

(2) Net debt/EBITDA multiple represents the net debt in relation to EBITDA for the last twelve months ("**LTM**") ended on the respective reporting date. EBITDA is a Non-IFRS Measure means the consolidated operating earnings before interest, taxes, depreciation and amortization. The Issuer uses EBITDA as the key financial performance indicator for the operating business of the Issuer and as internal measurement criterion for the performance of the segments. For the reconciliation of EBITDA for the years ended 31 December 2017 and 2018 to gross profit, which the Issuer believes to be the most directly comparable IFRS financial measure, please see the table relating to "Selected Information from Consolidated Income Statement/Consolidated Statements of Profit or Loss" above.

(3) The following table reconciles EBITDA for the LTM ended 30 June 2019 to EBITDA for the year ended 31 December 2018:

(in EUR million)	**(unaudited except as stated otherwise)**
EBITDA for the year ended 31 December 2018[(a)]	560.5
- EBITDA for the six months ended 30 June 2018[(b)]	252.0
+ EBITDA for the six months ended 30 June 2019	342.1
EBITDA LTM 30 June 2019	**650.6**

(a) Audited

(b) The amount disclosed differs from the figures in the unaudited condensed half year consolidated financial statements of the Issuer as of and for the six months ended 30 June 2018 due to adjustments made in accordance with IAS 8.

(4) Taken or derived from the adjusted prior-year comparative amounts as of and for the fiscal year ended 31 December 2017 as shown in the consolidated financial statements as of and for the fiscal year ended 31 December 2018. Some of the amounts disclosed differ from the amounts in the consolidated financial statements as of and for the fiscal year ended 31 December 2017 due to adjustments made in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

6. BUSINESS OF THE GROUP AND PRINCIPAL MARKETS

6.1. OVERVIEW

Wirecard is a globally operating technology group which offers outsourcing and white label solutions for electronic payments (*Elektronische Zahldienste*). Wirecard covers its core business in the area of electronic payment processing which includes payment acceptance (acquiring), issuing physical and digital ID cards for payments (issuing), digital banking and value added services (e.g., fraud prevention, digital lending) through its diverse range of products and services and the combination of software services and banking products by an integrated platform approach. The Group provides companies and consumers with physical and virtual card products, as well as all services dealing with the issuing of payment instruments. The Group's range of services encompasses technical processing services for credit card networks and banks, as well as software solutions for mobile banking applications and mobile and point of sale card acceptance, in particular in Asia. Irrespective of the sales channel, the Group provides international payment acceptance and methods with supplementary fraud prevention solutions, as well as card issuing via a global platform. With regard to issuing own payment instruments in form of cards or mobile payment solutions, the Group offers companies customised and comprehensive digital solutions with an end-to-end infrastructure, including the requisite licenses for card and account products.

Moreover, the Group enters into strategic partnerships and business relationships with banks and FinTech companies through Wirecard Bank, Wirecard Card Solutions Ltd. in the UK and other licensed companies, mainly in Asia. Alongside the relevant licenses and legal framework, the Group also provides products and solutions in the areas of electronic payment processing, Internet-based banking services, issuing, risk management and technological expertise.

As of 30 June 2019, the Group operates with 5,743 employees (as of 30 June 2018: 5,064 employees) in five regions across the globe.

6.2. PRINCIPAL MARKETS

6.2.1. Customers and Target Industries

Primarily, the Group provides both business customers and consumers across the globe with a constantly expanding ecosystem of real-time value-added services built around innovative digital payments by using an integrated Business-to-Business-to-Consumer ("**B2B2C**") approach. This ecosystem concentrates on the areas payment & risk, retail & transaction banking, loyalty & couponing, data analytics & conversion rate enhancement in all sales channels (online, mobile, ePOS). Wirecard operates regulated financial institutions in several key markets and holds issuing and acquiring licenses from all major payment and card networks and aims its products and services at business clients (*Geschäftskunden*).

In the fiscal year 2018, the Group processed transaction in the overall amount of EUR 124.9 billion for 278,751 merchants being its customers with an average transaction volume per merchant of EUR 448,000. The transaction volumes within and via the Group are correspondingly reported separately under the item receivables of the acquiring business in the *Consolidated Statement of Financial Position* as trade receivables from credit card organisations, banks and acquiring partners. From a financial reporting perspective, it is thus particularly important to differentiate whether the transaction volume is processed via licensed acquirers belonging to the Group or whether the Group is using an external acquiring partner. If the transaction volumes are processed via the Group, they are reported under receivables until the incoming payment is received. Depending on the currency and means of payment, as well as on the respective card organization, payment is generally received between one day and one week after the transaction. However, if another bank is involved in the processing of transactions, the Group is not permitted to receive and report the transaction volumes in the statement of financial position due to the requirements stipulated by Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015, as amended or superseded from time to time ("**PSD**"). In this case, the acquiring partner accounts for these items on their statement of financial position. The Issuer only reports in this case charges and commissions, as well as the rolling security reserves for the merchants general risk of default, as receivables of the acquiring business. In this context, see Risk Factor "*There is a risk of value losses from receivables arising from contracts with business partners.*"

More than half of these transaction volumes processed, namely 62.8 per cent., concerns about 200 merchants with an aggregate annual transaction volume of more than EUR 100 million per merchant while the overwhelming majority of more than 237,000 merchants have an aggregate annual transaction volume of less than EUR 10,000 per merchant and accounted for only 0.3 per cent. of the transaction volume recorded in the fiscal year 2018. The remaining about 40,800 merchants represent aggregate annual transaction volumes ranging from EUR 10,000 to EUR 10 million per merchant and accounted for 36.9 per cent. of the transaction volume recorded in the fiscal year 2018. This distribution reflects the development of the Group, which initially provided services to companies producing lower transaction volumes and is now increasingly moving into larger-volume areas.

The Group has aligned its activities according to three target industries, namely:

6.2.2. Consumer goods

This target industry includes merchants who sell physical products to business clients or consumers (B2B or B2C). The sector encompasses companies of various dimensions, from start-ups through to major international corporate groups. They include pure internet players, multi-channel merchants, teleshopping merchants and traditional "point of sale" merchants (*stationäre Händler*). These merchants operate across a diverse range of business sectors from established industries such as clothing, shoes, sports equipment, books, entertainment systems, computer/IT peripherals, furniture/fittings, tickets and cosmetics through multiplatform structures and marketplaces. In the fiscal year 2018, the transaction volume for the sector *Consumer Goods* amounted to 47.7 per cent.

6.2.3. Digital goods

This target industry refers to business models such as internet portals, download sites, app software companies, career portals, dating portals, gaming providers, telecommunications providers, internet telephony, sports betting and gambling such as poker. The transaction volume for the sector *Digital Goods* accounted for 33.8 per cent. of the total transaction volume in the fiscal year 2018.

6.2.4. Travel and mobility

The customer portfolio in this sector primarily comprises airlines, hotel chains, travel portals, tour operators, travel agents, car rental companies, ferries and cruise lines, as well as transport and logistics companies. The transaction volume for the sector *Travel & Mobility* accounted for 18.5 per cent. of the Group's total transaction volume in the fiscal year 2018.

6.3. REGIONS

The Group's core sales markets include Europe, the Asia-Pacific region and North America. Moreover, the Group has locations in the Middle East, Africa and Latin America. The Group's global presence is structured around five key locations, encompassing Europe, the Asia-Pacific region, Latin America, North America, and the Middle East/Africa. Consequently, the Group provides its international and globally active customers and partners with local support via its regional sites for technology, services and sales which are located around the world.

The headquarters for its core regions are depicted in the following tabular overview:

Headquarter	Region
Aschheim (Munich)	Europe
Singapore	Asia-Pacific
São Paulo	Latin America
Conshohocken (Philadelphia)	North America
Dubai	Middle East/Africa.

In the course of organic expansion, the Group expanded its global presence by the foundation of four new companies in 2018 as follows (i) Wirecard Slovakia s.r.o. in Kosice (Slovakia), (ii) Wirecard LLC in Moscow (Russia), (iii) Wirecard Luxembourg S.A. in Luxembourg and (iv) Wirecard Payment Services (Namibia) (Pty) Ltd in Windhoek (Namibia) and three new companies in 2019 as follows (i) Beijing Wirecard Technology Solutions Co. Ltd., in Beijing (China) (ii) Wirecard U.S. Holdings, Inc., in Wilmington (USA) and (iii) WDB US, Inc. in Salt Lake City (USA)

In the Asia-Pacific region the Group intends to further expand its business activities by implementing the final steps of certain mergers and acquisitions transaction (See "*Material Contracts*" - below). In the six months ended 30 June 2019 the Group could scale up its revenue compared to the same period in the previous year 2018 in all the regions where it operates business activities. In Europe (including Germany) the revenue increased to EUR 580.3 million by EUR 124.8 million or 27.4 per cent. (2018: EUR 455.5 million). In the Asia-Pacific region revenue grew from EUR 387.0 million in the first half year of 2018 to EUR 609.4 million in the first half year of 2019 which can be translated in a 57.5 per cent. increase. In America and Africa the Group could record a slight increase in the amount of EUR 0.1 million from EUR 91.3 to EUR 91.4 which means a 0.11 per cent. growth (excluding consolidation effects).

6.4. BUSINESS ACTIVITIES

6.4.1. Segments

The Group reports on its business activities in three segments: Payment Processing & Risk Management ("**PP&RM**"), Acquiring & Issuing ("**A&I**") and Call Center & Communication Services ("**CC&CS**"). All business activities are closely intertwined with one another in operational terms.

(a) *PP&RM*

PP&RM is the largest segment and accounts for all products and services related to electronic payment processing (*Zahlungsabwicklung*), risk management and other value added services (*Mehrwertdienste*). The business activities of the companies in the Group involved in the PP&RM segment exclusively comprise products and services that are involved with acceptance or transactions and the processing of electronic payments and associated processes. Thus, the Group generates the major share of its revenues on the basis of business relationships with providers of goods or services on the internet and in point of sale who use the Group's services to handle their electronic payment processes. Closely ramified with this kind of services are the Group's technical services for the processing and risk analysis of payment transactions. In 2018, the Group's revenues regarding the PP&RM segment increased from EUR 1,064.8 million in 2017 by EUR 415.1 million to EUR 1,479.9 million, a 39 per cent. increase. In the six months period ended 30 June 2019, the revenues for this segment increased by 46.5 per cent. to EUR 915.2 million compared to EUR 624.6 million for the same period in 2018 (excluding consolidation effects).

(b) *A&I*

The A&I segment completes and extends the value chain of the Group. A&I comprises acquiring and issuing solutions. In the acquiring business, retailers are offered settlement services for credit card sales for online and terminal payments. Moreover, merchants can process their payment transactions in numerous currencies via accounts kept with Wirecard Bank AG, a subsidiary of the Group endowed with a full banking license and Member of the Association of German Banks (*Bundesverband deutscher Banken*) and its Deposit Protection Fund (*Einlagensicherungsfonds*). In the issuing business, the Group issues prepaid cards and debit cards to private and business customers. Additionally, the Group offers private customers current accounts combined with prepaid cards and Girocard/Maestro cards. In 2018, the Group's revenue regarding the A&I segment grew by 24.7 per cent. from EUR 488.5 million in 2017 to EUR 609.3 million. In the six months period ended 30 June 2019 the revenues for this segment increased by 12.7 per cent. to EUR 333.3 million compared to EUR 295.7 million for the same period in 2018 (excluding consolidation effects).

(c) *CC&CS*

The CC&CS segment encompasses the complete scope of the value added services offered by the Group's call centre activities in the area of language and text-based dialogue systems (*Interactive Voice Response and Chabot's*). Moreover, the Group offers CC&CS also in the range of cardholder services offered for solutions such as the Group's own mobile payment solution *Boon* as well as for after sales care of the Group's customers and for mailing activities. In 2018, the Group's revenues regarding the CC&CS segment decreased by 8.1 per cent. from EUR 9.9 million in 2017 to EUR 9.1 million. In the six months ended 30 June 2019, the revenues for this segment remained stable at EUR 4.6 million in comparison to the same period in 2018 (excluding consolidation effects).

6.4.2. Products and Services

The Group supports companies across all areas of electronic payment processing and acceptance, the issuing of payment instruments and through valuable, associated additional services such as data analytics or transaction and retail banking services. For this purpose, the Group provides a global platform solution based on Internet technology which enables acquiring and issuing services to be linked with digital value added services according to its customers' individual needs. Principally, the Group offers the following products and services:

- Multi-Channel Payment Gateway;
- Payment Acceptance Solutions;
- Issuing Solutions;
- Value added services/Card linked offers/Couponing and loyalty; and
- Risk/Fraud Management Solutions.

(a) *Multi-Channel Payment Gateway – global payment processing*

The Multi-Channel Payment Gateway is linked to more than 200 international payment networks ("**Wirecard Platform**"). It provides technical payment processing including integrated risk and fraud management systems. The Wirecard Platform also enables acquirers and credit card institutions to utilise individually tailored acquiring processing services, i.e. the conduct of payments and the completion of transactions with major credit cards and currencies, as white label solutions. Furthermore, industry-specific access solutions such as a billing and settlement plan in the airline sector, or the encryption of payment data during payment transfers (*Tokenization*), can also be provided. The Group supports all sales channels using an omnichannel approach which is consistently implemented in the Wirecard Platform. Transactions are processed via the Wirecard Platform irrespective of the location of the payment (e. g. retail store, Internet shop, mobile application, telephone, e-mail). The payment data are transferred to the Wirecard Platform via payment pages integrated into the merchant's website, via shop plugins, via Application Programming Interfaces (*APIs*) integrated to connect to checkout systems in bricks-and-mortar retail and via Software Developer Kits integrated into the mobile app or the ePOS app. These services enable the Group's business clients to offer a consistent sales process for goods and services directly from a mobile application, a website and via voice commerce.

At point-of-sales (*Verkaufsstellen,* "**POS**"), the Group processes payments via traditional POS terminals and also mPOS terminals, i.e. via mobile card readers, which are combined with a smartphone or tablet so that these devices can be utilised as mobile electronic card terminals. Modern, Internet-enabled checkout systems can also be directly connected to the payment interfaces. This enables the Group's business clients to design all of their business processes flexibly from various sales channels and monitor and optimise them with the help of real-time reporting and business intelligence tools. This includes, amongst other things, self-learning analyses in the areas of customer conversion optimisation, customer value and customer migration rates. As the Wirecard Platform's architecture is Internet-based, it is possible to carry out individual process steps centrally at a single location or, alternatively, to distribute them across the various subsidiaries and process them at different locations around the world.

(b) *Payment acceptance solutions – payment acceptance/credit card acquiring*

The technical services that merchants use for payment processing and risk management are mostly used in combination with the acquiring services offered by Wirecard Bank, other licensed entities within the Group or third party financial services partners. In addition to the principal membership held with the credit card companies Visa and MasterCard, acquiring license agreements are also in place with Japan Credit Bureau, American Express, Discover/Diners and UnionPay. The Group's cooperations with those credit card companies represent a substantial part of the Group's acquiring business. Furthermore, the Group's acquiring licensing agreements for alternative payment methods will be further expanded to offer customers a more personalised and convenient payment process. Banking services such as foreign exchange management supplement the financial processes.

(c) *Issuing solutions*

The Group provides the technical services for the issuance of various card products such as credit, debit and prepaid cards. The range of products and services includes the card account management, the issuing processing, seamless real-time integration into core banking systems, peer-to-peer money transfer capabilities, top-up functions, integrated loyalty and couponing solutions and data analytics tools. In addition, the Group enables its customers and partners to issue cards in the form of contactless and contact-based products, as well as mobile solutions for payment for stationary, e-commerce or in-app payments. Purely virtual cards for use in e-commerce are also available.

Mobile wallets or mobile payment apps enable contact-less payment via smartphones using near field communication technology. The encrypted card data is saved via the Apple, Google or Samsung wallet with the aid of so-called "*tokenization processes*" by which the original card number is replaced by a token. The user pays by holding their device against a card terminal, which enables contactless payments. An app on the user's device can be used, for example, to view transaction data in real time, manage the card and add additional services such as customer loyalty programmes or coupons.

Part of the Group's services is also the app Boon. It contains a fully digital credit card and now supports not only the application Apple Pay but also Google Pay, Garmin Pay and Fitbit Pay.

Standardised white label solutions are available for companies who need to regularly make pay-outs for wages, refunds or one-off payments and also for multi-currency cards for tourists, virtual instant cards and more.

(d) *Value added services/card links offers/couponing and loyalty*

The Group offers solutions that enable customers to participate in value added services across sales channels with a payment method that only needs to be registered once. A software platform with integrated couponing and loyalty system

supports various different types of campaign and redemption mechanisms, such as goal-driven campaigns, stamp cards, coupons and cash back. This central solution facilitates bricks and mortar merchants to digitalise numerous areas such as payments, data collection or couponing and loyalty and access them in real time. The Group's data-driven services and products supplement the already established range of couponing and loyalty solutions and pave the way for customer segmentation, the avoidance of customer migration and a targeted sales approach via mobile channels on the basis of the generated payment data from the areas of acceptance and issuing.

(e) *Risk/Fraud Management Solutions*

The Group offers tools to implement risk management technologies in order to minimise the scope for fraud and prevent fraud (risk/fraud management). Its Fraud Prevention Suite ("**FPS**") utilises rules and decision-making logic based on artificial intelligence. Thus, the FPS is able to decide about the acceptance or rejection of transactions in milliseconds based on historical data in combination with dynamic real-time checks. Additionally, the Group provides comprehensive reports, e.g. what proportion of transactions are rejected and why, as well as corresponding tools, to assist merchants in optimizing the set of rules for the decision-making logic. Age verification, KYC (Know Your Customer) identification, analysis via device fingerprinting, hotlists and much more are included in the risk management strategies. An international network of service providers specialised in creditworthiness checks can be additionally integrated into the analysis, depending on the merchant's business model. The Group's risk and fraud prevention technologies are utilised both during payment processing and acceptance and also during the issuing and application of issuing products. The Group enables its customers to securely process payments irrespective of the sales channel and thus to minimise the number of cancelled purchases and increase the proportion of successful transactions.

6.4.3. Licenses and Cooperations

Usually, the processing of payments and the bulk of the other services provided by the Group require licenses. Hence, the Group possesses, inter alia, the required licenses such as Visa, MasterCard, Unionpay, Amex, DinersClub, JCB, Discovery International and UATP. This enables the Group to issue physical and virtual card products and accept card payments for merchants and companies.

Wirecard Bank, for instance, has a full German banking license and can also offer banking services to customers in addition to acquiring and issuing services. Further examples present: Wirecard Card Solutions Ltd., based in Newcastle (United Kingdom), which holds an e-money license from the UK's Financial Conduct Authority and issues and acquires licenses from Visa and MasterCard as well as Wirecard Ödeme Ve Elektronik Para Hizmetleri A.Ş. (based in Istanbul) which obtained an e-money license from the Turkish regulatory authority BRSA (Banking Regulation and Supervision Agency) in 2016.

The Group's technical issuing services provided under brand names (*Eigenmarken*) or as white label solutions for other brands for FinTechs or even banks are usually provided in combination with the issuing licenses from Wirecard Bank, other licensed entities within the Group or external financial services partners.

The Group, particularly the Group companies Wirecard UK and Ireland Ltd in Dublin (Ireland), Wirecard Brazil S.A. in São Paulo (Brazil), CardSystems Middle East FZ-LLC in Dubai (United Arab Emirates) as well as many of the East Asian subsidiaries, works together internationally with various banks and financial services providers so that it can offer corresponding acquiring and issuing services in those areas where the Group cannot use its own licenses.

6.4.4. Objectives

The Group will further expand its existing licenses (See "*Licenses and Cooperations*" - above) for the issuance of card instruments and payment acceptance in selected countries. Besides, the Group will strive to acquire additional licenses and intends to push forward the expansion of its digital platform solution.

6.4.5. Risk Management

For the Group, the deliberate assumption of calculable risks and the consistent exploitation of the opportunities associated with these risks form the basis for its business practices as part of the scope of value-based corporate management. With these strategies in mind, the Group has implemented a risk management system that lays the foundations for risk-oriented and earnings oriented corporate governance.

To minimise the financial impact of any potential loss, the Group takes out insurance policies - insofar as they are available and economically justifiable. Furthermore, the Group continuously monitors the level of cover that they provide. Simultaneously, it is a Group-wide policy to identify, evaluate and exploit opportunities in order to sustain growth trends and secure the Group's earnings growth.

For the Group, risk management comprises the deployment of an extensive range of instruments for handling risks – the Enterprise Risk Management System ("**ERMS**"). The ERMS's organisation is derived from the ISO 31000:2018 standard. In addition, relevant regulatory requirements for risk management systems that exceed this standard are implemented in some companies of the Group.

The ERMS is standardised Group-wide and integrated into the business processes, as well as into the operating business units and Group companies. It enables opportunities and risks to be comprehensively and rapidly identified and assessed within a combined top-down and bottom-up process. Risks and opportunities are systematically derived from a top-down perspective and examined to ascertain their relevance. In a further-reaching bottom-up inspection, the viewpoint of the operating units and Group companies is supplemented by local or business-related components during both the identification and assessment of risks and opportunities.

Risks are assessed according to both probability of occurrence and level of potential loss (impact). Relevant risks, along with the measures adopted, are continuously recorded centrally for the Group. Appropriate early warning systems provide support in monitoring risks and identifying potential problems at an early stage, thereby facilitating the timely planning of the required measures.

The centralised recording of risks using standardised risk metrics provides the Management Board with an up-to-date view of the overall risk situation through a formal reporting system. The reporting system for relevant risks is controlled by predefined value thresholds. Depending on the significance of the risks, reports are prepared regularly, although at least on a quarterly basis. The regular reporting process is augmented by ad hoc reporting

On the basis of the hierarchical competencies in responsible areas and Group companies, risk management decisions are decentralised within the limits of a predefined framework and are monitored by central risk controlling in the Group's risk management. Corresponding instructions and guidelines create a uniform framework for dealing with potential risks.

The Management Board is responsible for risk strategy, the appropriate organisation of risk management and the monitoring of risks associated with all business activities, as well as for risk management and controlling. The Management Board derives the risk strategy from its business strategy. The risk strategy serves as a point of reference for the management of risk in the form of corporate policy and risk strategy requirements. The Management Board provides regular reports to the Supervisory Board on any existing risks and their trends. The Chairman of the Supervisory Board remains in regular contact between Supervisory Board meetings with the Management Board, in particular with the CEO, and consults with him about current issues concerning the risk situation and risk management.

Risk management is centralised within the Group and continually reviewed by the Internal Auditing department, as well as by process-independent bodies for its appropriateness, effectiveness and compliance with general statutory parameters. Where necessary, corrective measures are instigated in conjunction with the Group risk management system.

Within the scope of project risk management, corporate decisions are taken on the basis of detailed project outlines describing the related opportunities and risks, which are then integrated into centralised risk management once the project has been approved. The identification and management of non-financial risks, which flow into the Group non-financial declaration in accordance with Section 215b HGB forms a sub-process of risk management

6.4.6. Research and Development

In the fiscal year 2018, the Group's research and development activities centered on the expansion and implementation of mobile payment in the linked areas of payment acceptance, issuing and value added services along the entire payment value chain, as well as on further developments for the fully automated onboarding of small and medium-sized customers through to large customers to the Wirecard platform. Regarding the current fiscal year and the fiscal year 2020, the Group intends to engage in research and development activities as to improve existing products and services and to implement the Group's strategy to expand its value chain and its global technological presence with new solutions

In particular, the department Wirecard Labs develops the innovation strategy for the product portfolio. Wirecard Labs manages the design and implementation of new product concepts frequently in cooperation with its partners and customers. The focus is on the structured analysis of significant market and product developments in the areas of payment, banking, retail, travel and digital goods as well as the development of pilot projects. Besides, Wirecard Labs continuously educates the Group's employees regarding expertise on the global status of the digital transformation by using a variety of different media. The Group raised its research and development expenses to EUR 103.0 million in the fiscal year 2018 (2017: EUR 80.3 million). The proportion for research and development expenses accounted for 5.1 per cent. of total revenues (R&D ratio) in the fiscal year 2018 (2017: 5.4 per cent.).

As at 30 June 2019, the Group capitalised EUR 146.7 million internally generated intangible assets. For further information: See "Risk Factors: Risks arising from the use of third party services and technologies" above.

6.5. MATERIAL CONTRACTS

6.5.1. Acquisition of the CITIBANK's Customer Portfolios

On 13 March 2017, Wirecard and the Citigroup subsidiaries CITIBANK, N.A. and CITIBANK OVERSEAS INVESTMENT CORPORATION agreed on the acquisition of the customer portfolios of Citi's credit card acceptance business in eleven Asian-Pacific markets by Wirecard. The portfolios to be acquired comprised initially a long standing customer base of more than 20,000 merchants, particularly from the travel and mobility sector, the financial services sector, luxury goods, retail trade and technology and telecommunications. With the closing of the portfolios in the majority of the initially covered Asian-Pacific markets, i.e. Singapore, Hong Kong, Malaysia, the Philippines, India, Australia and New Zealand, the transaction has been completed.

6.5.2. Investment Agreements of SoftBank

As of 24 April 2019, the Issuer and SoftBank signed a binding term sheet under which an affiliate of SoftBank shall invest approximately EUR 900 million in the Issuer via a convertible bond, subject to approval at the Issuer's Annual General Meeting. For this purpose, the Issuer shall issue convertible bonds with a term of five years exclusively to SoftBank. In connection with the Investment, the parties also entered into the MoU to confirm their general understanding regarding the framework for exploring (i) a strategic partnership and joint cooperation in the field of mobile and online payment services, such as payment processing, risk management, A&I, analytics, data driven services and other relevant services (card issuing (Boon), card acquiring, banking products and back end processes), and (ii) the joint development of other innovative services within the field of expertise of the Issuer, and (iii) the support Wirecard's geographic expansion into Japan and South Korea. On 18 June 2019, the Annual General Meeting approved the Investment and the Cooperation.

Due to this agreement the Annual General Meeting authorized the Management Board with the Supervisory Board's consent to issue the Convertible Bonds 2019/2024. The issue price of the Convertible Bonds 2019/2024 corresponds to their nominal amount. The Convertible Bonds 2019/2024 are repaid at their nominal value. The Convertible Bonds 2019/2024 grant their holders conversion rights to an initial total of up to 6,923,076 no-par value bearer shares of the Issuer, for the issue of which conditional capital is to be created. The initial conversion price amounts to EUR 130 per share. The Convertible Bonds 2019/2024 may also be issued by a direct or indirect affiliate of the Issuer in Germany or abroad. In this case, the Management Board shall be authorised, with the consent of the Supervisory Board, to guarantee the repayment of the Convertible Bonds 2019/2024 and to grant the holders conversion rights to the shares. The statutory subscription right of the Issuer's shareholders to the Convertible Bonds 2019/2024 is excluded. The Management Board is authorised to exclusively authorise a company of the group of SoftBank to be determined by SoftBank (including a fund managed by a SoftBank company) to subscribe to the Convertible Bonds 2019/2024. The shares to be granted upon exercise of the conversion right for the Convertible Bonds 2019/2024 are to originate from the Issuer's conditional capital. The terms and conditions of the Convertible Bonds 2019/2024 may also provide for the delivery of new shares from authorised capital or existing shares. New shares issued as a result of the conversion are entitled to dividends from the beginning of the fiscal year of the Issuer for which, at the time of their creation, no resolution has been passed by the Annual General Meeting on the appropriation of profits through the exercise of conversion rights, and for all subsequent fiscal years of the Issuer. The Issuer expects to issue the Convertible Bonds 2019/2024 to SoftBank in September 2019.

6.5.3. Cash Management Agreement

The Issuer has established a cash-pool within the Group ("**Cash-Pool**") by entering into a cash management agreement with an array of its subsidiaries ("**Cash Management Agreement**"). Pursuant to the Cash Management Agreement, the Issuer provides the respective subsidiaries with the funds required for their business operations and absorbs any surplus the subsidiaries do not use up for their respective business operations.

6.5.4. Agreements with Visa and Mastercard

Wirecard Bank is a member of the Credit Card Organisations. Due to this membership it has licences for issuing cards to private customers and for merchant acquiring. Wirecard Bank holds licenses for acquiring for American Express, UnionPay and Discover/Diners Club. Additionally, Wirecard Bank has entered into a partnership with WeChat and Alipay.

6.5.5. Revolving Facility Agreement and related release mechanism under the Guarantee

The Issuer has entered into a EUR 1,750 million syndicated revolving credit facility agreement dated 15 June 2018 with the Issuer as borrower, Guarantor 1, Guarantor 2, Guarantor 3 and Guarantor 4 as guarantors (as amended from time to

time, the "**Revolving Facility Agreement**"), providing for a revolving credit facility amounting to EUR 1,750 million (the "**Revolving Credit Facility**"), with, among others, ABN Amro Bank N.V., Commerzbank Aktiengesellschaft, ING Bank, a branch of ING-DiBa AG and Landesbank Baden-Württemberg as mandated lead arrangers and Commerzbank Aktiengesellschaft as agent and certain financial institution named therein as original lenders. The original expiration date of the Revolving Facility Agreement is 15 June 2023. However, the term has been extended with regard to commitments in an amount of EUR 1,550 million until 15 June 2024 and the term of the commitments up to the total amount of EUR 1,750 million may be further extend until 15 June 2025. The Revolving Credit Facility has been made available to the Issuer as borrower for general corporate purposes. Guarantor 5 is expected to accede to the Revolving Facility Agreement by end of September 2019.

Subject to certain conditions, the Issuer may voluntarily prepay any utilisations and/or permanently cancel all or part of the available commitments under the Revolving Credit Facility. In addition to voluntary prepayments, the Revolving Facility Agreement requires mandatory prepayments/cancellations of the Revolving Credit Facility on demand of a lender if it has become illegal for such lender to further participate in any loan utilised under the Revolving Facility Agreement or if a lender demands prepayment after the occurrence of a change of control. A change of control under the Revolving Facility Agreement occurs if a person, or persons acting in concert acquire control of the Issuer and/or more than 50 per cent. of the voting share capital of the Issuer, whereby control means the power to direct the management of the Issuer through the ownership of voting capital, by contract or otherwise.

The covenants provided for under the Revolving Facility Agreement include a leverage financial covenant with a ratio of consolidated total net financial debt to adjusted consolidated EBITDA of 2.5 to 1 which is subject to a spike in case of an acquisition allowing an increase of the ratio up to 3.25 to 1. The general covenants include customary affirmative and restrictive covenants including, but not limited to, restrictions on granting security (negative pledge), restrictions on asset disposals and incurrence of financial indebtedness, pari passu, mergers, maintenance of insurances and intellectual property rights and change of business. The covenants are subject to certain exemptions and failure to comply with any covenant may, subject to applicable remedy periods, lead to the occurrence of an event of default.

The Revolving Facility Agreement provides for customary events of default, the occurrence of which would upon instruction of the majority lenders (being lenders representing 66 2/3 of the total commitments) allow for, among other actions, the cancellation of all lenders' commitments and declaration of all or part of the loans together with accrued interest and all other amounts outstanding under the finance documents to be immediately due and payable. These events of default, subject to certain agreed remedy periods, thresholds, qualifications and exceptions, include non-payment, non-compliance with the financial covenant, failure to comply with provisions of the finance documents (other than the aforementioned), misrepresentations, cross default with respect to other financial indebtedness of any member of the Group, insolvency and insolvency proceedings with regard to the Issuer or a guarantor under the Revolving Facility Agreement, creditors' process and material litigation, loss ownership of the guarantors, cessation of business, loss of authorisation, unlawfulness, repudiation and material adverse change.

The Revolving Facility Agreement is unsecured but guaranteed by Guarantors 1 to 4 and is expected to be guaranteed by Guarantor 5 and contains customary event of default provisions, the occurrence of which would allow the lenders, acting through the agent, to declare all or part of the Revolving Credit Facility utilised under the Revolving Facility Agreement together with the accrued interest and all other amounts accrued or outstanding under the finance documents immediately due and payable.

With prior consent of all lenders under the Revolving Facility Agreement, a Guarantor may be released under the Revolving Facility Agreement. In case that a Guarantor is released under the Revolving Facility Agreement, such Guarantor will also be automatically released under the Guarantee.

The Revolving Facility Agreement and any non-contractual obligations arising out of or in connection with it are governed by German law.

6.5.6. Trend Information

There has been no material adverse change in the prospects of the Issuer since 31 December 2018. No developments are currently foreseen that are reasonably likely to have a material adverse effect on the prospects of the Issuer.

6.5.7. Significant Changes in the Financial or Trading Position

There has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2019, the end of the last financial period for which financial information has been published.

6.5.8. Recent Events

See "General Information on the Issuer - Share Capital" and "Legal and Arbitration Proceedings".

6.5.9. Legal and Arbitration Proceedings

Other than disclosed below there are no governmental, legal or arbitration proceedings, during the previous twelve months which may have, or have had in the recent past significant effects on the Issuer or the Group's financial position or profitability.

(a) *General*

The Group is from time to time party to legal disputes in the ordinary course of its business and will probably continue to be so in the future. Mainly, these lawsuits refer to payment actions with former or current business partners. In addition, a French company has filed a lawsuit against a subsidiary of the Group for the cessation of use of a trademark and for damages. Overall, these lawsuits are unlikely to have a material effect on the Group's net assets, financial position and results of operations.

(b) *Singapore Incident*

In spring 2018, the Group's Legal and Compliance Department was informed that a whistle-blower had come forward and described various legally questionable activities that had taken place locally in the accounting department of the Group's Singaporean subsidiary. The whistle-blower alleged round tripping without economic substance (*Karussellgeschäfte*) and asserted corruption in, *inter alia*, the form of money laundering and deception leading to the supervisory authorities being deceived in respect of the granting of licenses.

(aa) *The internal investigation*

The Group instructed the Singaporean law firm Rajah & Tann to carry out an investigation and evaluation of the allegations against the Group, its Asian entities and certain of their employees. As part of this task, a team of forensic experts from Control Risks, a renowned independent consulting firm, assisted Rajah & Tann. The investigation and evaluation process involved conducting interviews, analysing mass data, evaluating employees' mailboxes, reviewing individual cases and interviews with third parties (such as customers and suppliers). In particular, the investigation encompassed a thorough audit of key transactions in recent years. Rajah & Tann completed the investigation and evaluation process and submitted their final report. In consultation with Rajah & Tann, the Issuer published a "*Summary of Updated Findings*" on 26 March 2019. The headline findings of the investigation are, *inter alia*, that revenues for the fiscal year 2017 of EUR 2.5 million emanating from a purported contract was wrongfully recorded and an amount of EUR 2.3 million was entered into an aged receivables report of a subsidiary of the Group. This did not create a material impact on the Group's assets or on its earnings and financial position. All these findings were reflected in the consolidated financial statement as of and for the fiscal year ended 31 December 2018 for the fiscal year 2017. Hence, revenues were reduced in total by EUR 1.5 million, trade receivables by EUR 11.0 million and one trade payable totalling EUR 10.0 million were posted in the accounts (since the original entries were recorded with the sales agent as contractual partner, but should have been attributed to the customer or supplier) in connection with the retrospective corrections in accordance with IAS 8 "Accounting policies, changes in accounting estimates and errors".

Rajah & Tann's investigation could not confirm the original allegations made by the whistle-blower. However, the Singaporean authorities are currently still investigating specific allegations against the Group, its Asian entities and certain of their employees. As such, it cannot currently be ruled out that one or other employees may have committed punishable offences.

(bb) *The reports of the Financial Times*

On 30 January 2019, a journalist reported in an article in the Financial Times the allegations raised by the whistle-blower. These made public the allegation which had been kept confidential up to that point. After the article's publication, the Issuer's share price slumped considerably.

On 1 February 2019 a New York law firm announced an investigation into the Issuer concerning potential securities law violations and whether a class action suit (*Sammelklage*) is possible in the United States. At the date of this Offering Memorandum, investigation is still continuing.

In March 2019, the Issuer commenced a declaratory action (*Feststellungsklage*) before the District Court (*Landgericht*) in Munich against the Financial Times and the respective journalist, regarding the use and misrepresentation of trade secrets.

The action is intended to result in compensation for the Issuer's shareholders because of market manipulation (*Marktmanipulation*). The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, "**BaFin**") also filed charges because it suspects a correlation between the reports of the Financial Times and speculation about slumps in the Issuer's share price due to the build-up of short selling positions. Simultaneously the Munich public prosecutor's office ("**Public Prosecutor**", *Staatsanwaltschaft*) is also investigating Mr Dan McCrum for market manipulation (*Marktmanipulation*). The Issuer has handed recordings to the Public Prosecutor which it deems as evidence for cooperations between stock speculators and the Financial Times.

(cc) *Class action in California*

As a result of the loss in value of the Issuer's shares in relation to the summary of the investigations in Singapore presented, there were also losses in value in the United States for unsponsored American depository receipts issued by third parties. On the basis of these events, a class action lawsuit is pending in California, United States, to receive compensation for the losses in value of the unsponsored American depository receipts. The lawsuit is in its early stages and the defendants are yet to be served. The Issuer and its officers intend to file a motion to dismiss the case if and when they are served. The outcome of the lawsuit is difficult to predict at this early stage because the admissibility and also the justification for the lawsuit are under dispute.

6.5.10. Employees

As of 30 June 2019, the Group operates with 5,743 employees (as of 30 June 2018: 5,064 employees) in five regions across the globe.

7. CONDITIONS OF ISSUE

ANLEIHEBEDINGUNGEN

(die "**Anleihebedingungen**")

§ 1
Währung, Stückelung, Form, Bestimmte Definitionen

(1) *Währung; Stückelung*. Diese Emission von Schuldverschreibungen (die "**Schuldverschreibungen**") der Wirecard AG (die "**Emittentin**") wird am 11. September 2019 (der "**Begebungstag**") im Gesamtnennbetrag von EUR 500.000.000 (in Worten: fünfhundert Millionen Euro) in einer Stückelung von EUR 100.000 (die "**Festgelegte Stückelung**") begeben.

(2) *Verbriefung*. Die Schuldverschreibungen sind durch eine auf den Inhaber lautende Globalurkunde ohne Zinsscheine verbrieft (die "**Globalurkunde**"). Die Globalurkunde trägt die eigenhändige Unterschrift eines oder mehrerer ordnungsgemäß bevollmächtigte/nr Vertreter/s der Emittentin und ist von der Zahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen.

Einzelurkunden und Zinsscheine werden nicht ausgegeben. Ein Recht der Anleihegläubiger auf Ausgabe und Lieferung von Einzelurkunden oder Zinsscheinen besteht nicht.

(3) *Clearingsystem*. Die Globalurkunde, welche die Schuldverschreibungen verbrieft, wird bei Clearstream Banking AG, Frankfurt am Main ("**CBF**" oder "**Clearingsystem**") hinterlegt, bis sämtliche Verpflichtungen der Emittentin aus den Schuldverschreibungen erfüllt sind.

Gemäß dem zwischen der Emittentin und CBF abgeschlossenen Book-Entry Registration Agreement hat die Emittentin CBF als Effektengiro-Registerführer bezüglich der Schuldverschreibungen bestellt und CBF hat sich verpflichtet, ein Register über die jeweilige Gesamtzahl der durch die Globalurkunde verbrieften Schuldverschreibungen unter eigenem Namen zu führen. CBF hat sich verpflichtet, als Beauftragte der Emittentin in ihren Büchern Aufzeichnungen über die auf den Konten der Kontoinhaber in CBF zugunsten der Inhaber der Miteigentumsanteile an den durch diese Globalurkunde verbrieften Schuldverschreibungen zu führen. Die Emittentin und CBF haben ferner vereinbart, dass sich die tatsächliche Zahl der

TERMS AND CONDITIONS

(the "**Terms and Conditions**")

§ 1
Currency, Denomination, Form, Certain Definitions

(1) *Currency; Denomination.* This issue of notes (the "**Notes**") of Wirecard AG (the "**Issuer**"), is being issued in the aggregate principal amount of EUR 500,000,000 (in words: five hundred million Euro) in a denomination of EUR 100,000 each (the "**Specified Denomination**") on 11 September 2019 (the "**Issue Date**").

(2) *Form.* The Notes are represented by one global note payable to bearer without interest coupons (the "**Global Note**"). The Global Note shall be signed manually by one or more authorised signatory/ies of the Issuer and shall be authenticated by or on behalf of the Paying Agent.

Definitive notes and interest coupons shall not be issued. The right of the Holders to require the issue and delivery of definitive notes or interest coupons is excluded.

(3) *Clearing System.* The Global Note representing the Notes shall be deposited with Clearstream Banking AG, Frankfurt am Main ("**CBF**" or "**Clearing System**"), until the Issuer has satisfied and discharged all of its obligations under the Notes.

Pursuant to the book-entry registration agreement between the Issuer and CBF, the Issuer has appointed Clearstream Frankfurt as its book-entry registrar in respect of the Notes, and CBF has agreed to maintain a register showing the aggregate number of the Notes represented by the Global Note under its own name. CBF has agreed, as agent of the Issuer, to maintain records of the Notes credited to the accounts of the accountholders of CBF for the benefit of the holders of the co-ownership interests in the Notes represented by the Global Note, and the Issuer and CBF have agreed that the actual number of Notes from time to time shall be evidenced by the records of CBF.

Schuldverschreibungen, die jeweils verbrieft sind, aus den Unterlagen von CBF ergibt.

(4) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Anteils oder Rechts an den Schuldverschreibungen.

(5) *Übertragbarkeit*. Den Gläubigern stehen Miteigentumsanteile oder vergleichbare Rechte an der Globalurkunde zu, die nach Maßgabe des anwendbaren Rechts und der jeweils geltenden Regelwerke des Clearingsystems übertragen werden können.

(6) *Vereinigte Staaten.* Für die Zwecke dieser Anleihebedingungen 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 den Northern Mariana Islands).

(7) *Definitionen.*

"**Kapitalmarktverbindlichkeiten**" bezeichnet jede Verbindlichkeit aus aufgenommenen Geldern, die durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen organisierten Markt notiert oder gehandelt werden oder notiert oder gehandelt werden können, verbrieft, verkörpert oder dokumentiert sind, sowie Namensschuldverschreibungen und Schuldscheindarlehen sowie jede Garantie oder sonstige Gewährleistung einer solchen Verbindlichkeit.

"**Person**" bezeichnet natürliche Personen, Körperschaften, Personengesellschaften, Joint Ventures, Vereinigungen, Aktiengesellschaften, Trusts, nicht rechtsfähige Vereinigungen, Gesellschaften mit beschränkter Haftung, staatliche Stellen (oder Behörden oder Gebietskörperschaften) oder sonstige Rechtsträger.

"**Tochtergesellschaft**" bezeichnet jede Person, die bei der Erstellung der Konzernabschlüsse der Emittentin mit ihr konsolidiert werden muss.

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

(5) *Transferability*. The Holders shall receive proportional co-ownership participations or similar rights in the Global Note that are transferable in accordance with applicable law and applicable rules of the Clearing System.

(6) *United States*. For the purposes of these Terms and Conditions, "**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).

(7) *Definitions.*

"**Capital Markets Indebtedness**" means any obligation for the payment of borrowed money which is, in the form of, or represented or evidenced by, bonds or other securities which are, or are capable of being, listed, quoted, dealt in or traded on any stock exchange or in any organised market, any registered note (*Namensschuldverschreibung*) and certificates of indebtedness (*Schuldscheindarlehen*) and any guarantee or other indemnity in respect of such obligation.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organisation, limited liability company or government (or any agency or political subdivision thereof) or any other entity.

"**Subsidiary**" means any Person that must be consolidated with the Issuer for the purposes of preparing Consolidated Financial Statements of the Issuer.

§ 2
Status, Garantie, Austritt einer Garantin

(1) *Status.* Die Schuldverschreibungen begründen unmittelbare, unbedingte, und, vorbehaltlich der Garantie, nicht besicherte und nicht nachrangige Verbindlichkeiten

§ 2
Status, Guarantee, Release of a Guarantor

(1) *Status.* The obligations under the Notes constitute direct, unconditional, and, subject to the Guarantee, unsecured and unsubordinated

der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit solchen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Garantie.* Die Wirecard Technologies GmbH, die Wirecard Sales International Holding GmbH, die Wirecard Payment Solutions Holdings Limited, die CardSystems Middle-East FZ-LLC und die Wirecard Processing FZ-LLC (jeweils eine "**Garantin**", und gemeinsam die "**Garantinnen**") haben gemäß einer Garantie vom September 2019 (die "**Garantie**"), vorbehaltlich eines Austritt einer Garantin in Übereinstimmung mit den Bedingungen der Garantie (ein "**Austritt**"), gegenüber der Zahlstelle zugunsten der Gläubiger gesamtschuldnerisch die unbedingte und unwiderrufliche Garantie für die Zahlung von Kapital, Zinsen und etwaigen sonstigen Beträgen, die nach diesen Anleihebedingungen von der Emittentin zu zahlen sind, übernommen.

(a) Die Garantie begründen unmittelbare und nicht nachrangige Verpflichtungen der Garantinnen, die mit allen anderen gegenwärtigen und zukünftigen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Garantinnen zumindest im gleichen Rang stehen, soweit solchen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird. Zugleich mit der Erfüllung einer Zahlungsverpflichtung einer Garantin zugunsten eines Gläubigers aus der Garantie erlischt das jeweilige garantierte Recht eines Gläubigers aus diesen Anleihebedingungen.

(b) Die Garantie stellt einen Vertrag zugunsten der jeweiligen Gläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB dar, so dass ausschließlich die jeweiligen Gläubiger Erfüllung der Garantie unmittelbar von den Garantinnen verlangen und die Garantie unmittelbar gegen die Garantinnen durchsetzen können.

(3) *Austritt einer Garantin*. Im Fall eines Austritts einer Garantin, wird die Emittentin die Gläubiger über diesen Umstand unverzüglich in Übereinstimmung mit § 14 (*Mitteilungen*) informieren.

obligations of the Issuer ranking *pari passu* among themselves and pari passu with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Guarantee.* Pursuant to a guarantee dated September 2019 (the "**Guarantee**"), Wirecard Technologies GmbH, Wirecard Sales International Holding GmbH, Wirecard Payment Solutions Holdings Limited, CardSystems Middle-East FZ-LLC and Wirecard Processing FZ-LLC (each a "**Guarantor**", and together, the "**Guarantors**"), subject to a release of a Guarantor in accordance with the terms of the Guarantee (a "**Release**"), have given towards the Paying Agent for the benefit of the Holders jointly and severally (*gesamtschuldnerisch*) the unconditional and irrevocable guarantee for the payment of principal and interest together with all other sums payable by the Issuer under these Terms and Conditions.

(a) The Guarantee constitutes direct, and unsubordinated obligation of the Guarantors, ranking at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantors, unless such obligations are accorded priority under mandatory provisions of statutory law. Upon discharge of any payment obligation of a Guarantor subsisting under the Guarantee in favour of any Holder, the relevant guaranteed right of such Holder under these Terms and Conditions will cease to exist.

(b) The Guarantee constitutes a contract in favour of the respective Holders as third party beneficiaries pursuant to § 328(1) of the German Civil Code (*Bürgerliches Gesetzbuch*) so that only the respective Holders will be entitled to claim performance of the Guarantee directly from the Guarantors and to enforce the Guarantee directly against the Guarantors.

(3) *Release of a Guarantor*. In case of a Release of a Guarantor, the Issuer will inform the Holders thereof in accordance with § 14 (*Notices*) without undue delay.

§ 3
Negativverpflichtung

(1) *Negativverpflichtung*. Solange Schuldverschreibungen noch ausstehen (aber nur bis zu dem Zeitpunkt, in dem alle Beträge an Kapital und Zinsen der Zahlstelle zur Verfügung gestellt worden sind) verpflichtet sich die Emittentin und jede Garantin im Rahmen der Garantie, ihr gegenwärtiges oder zukünftiges Vermögen weder ganz noch teilweise mit Grundpfandrechten, Pfandrechten oder sonstigen dinglichen Sicherungsrechten (zusammen die "**dinglichen Sicherheiten**") zur Besicherung von gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten der Emittentin, einer Garantin oder eines Dritten zu belasten oder solche dinglichen Sicherheiten zu einem solchen Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit in gleicher Weise und im gleichen Verhältnis teilnehmen zu lassen.

Die Verpflichtung nach diesem Absatz § 3(1) besteht jedoch nicht für solche dingliche Sicherheiten, (i) die gesetzlich vorgeschrieben sind, oder (ii) die als Voraussetzung für staatliche Genehmigungen verlangt werden, oder (iii) die von einer Gesellschaft der Gruppe an Forderungen bestellt werden, die ihr aufgrund der Weiterleitung von aus dem Verkauf von Wandelschuldverschreibungen erzielten Erlösen gegen Gesellschaften der Gruppe oder sonstige Dritte gegenwärtig oder zukünftig zustehen, sofern solche Sicherheiten der Besicherung von Verpflichtungen aus den Wandelschuldverschreibungen dienen, oder (iv) die eine im Zeitpunkt einer zukünftigen Akquisition bestehende Kapitalmarktverbindlichkeit des erworbenen Unternehmens besichern, die infolge der zukünftigen Akquisition eine Verpflichtung der Emittentin oder einer Gesellschaft der Gruppe wird, sofern diese Kapitalmarktverbindlichkeit nicht im Hinblick auf diese zukünftige Akquisition begründet wurde, oder (v) die der Erneuerung, Verlängerung oder Ersetzung irgendeiner dinglichen Sicherheiten gemäß vorstehend (i) bis (iv) dienen.

Um Zweifel hinsichtlich sogenannter Asset-Backed-Finanzierungen der Emittentin, einer Garantin oder einer ihrer Tochtergesellschaften zu vermeiden, schließt der in diesem § 3(1) benutzte Begriff „Vermögen" nicht solche Vermögensgegenstände der Emittentin oder einer Garantin mit ein, die im Einklang mit den Gesetzen und in der Bundesrepublik Deutschland anerkannten Regeln der Bilanzierung und Buchführung oder den jeweils

§ 3
Negative Pledge

(1) *Negative Pledge*. So long as any Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Paying Agent, the Issuer undertakes and each Guarantor has undertaken on the basis of the Guarantee not to create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance, (together, "**Encumbrances**"), upon any or all of its present or future assets as security for any present or future Capital Market Indebtedness of the Issuer, any Guarantor or any third party without having the Holders at the same time share equally and rateably in such security.

The undertaking pursuant to this subsection § 3(1) shall not apply to Encumbrances (i) which are mandatory according to applicable laws, or (ii) which are required as a prerequisite for governmental approvals, or (iii) which are provided by any member of the Group upon any claims of such member against any other member of the Group or any third party, which claims exist now or arise at any time in the future as a result of the passing on of the proceeds from the sale by the member of any convertible bonds, provided that any such security serves to secure obligations under such convertible bonds, or (iv) which secures Capital Market Indebtedness of an acquired enterprise existing at the time of any future acquisition that becomes an obligation of the Issuer or any member of the Group as a consequence of such future acquisition, provided that such Capital Market Indebtedness was not created in contemplation of such future acquisition, or (v) for the renewal, extension or replacement of any Encumbrances pursuant to foregoing (i) through (iv).

For the avoidance of doubt in respect of asset-backed financings originated by the Issuer, any Guarantor or any of its Subsidiaries, the expression "assets" as used in this § 3(1) does not include assets of the Issuer or any Guarantor which, pursuant to the requirements of law and accounting principles generally accepted in the Federal Republic of Germany or such other

anwendbaren Gesetzen und anerkannten Regeln der Bilanzierung und Buchführung nicht in den Bilanzen der Emittentin, einer Garantin oder einer ihrer Tochtergesellschaften ausgewiesen werden müssen und darin auch nicht ausgewiesen werden.

applicable law and accepted accounting principles generally, as the case may be, need not, and are not, reflected in the Issuer's, a Guarantors' or any of its Subsidiaries' balance sheets.

(2) *Bestellung Zusätzlicher Sicherheiten*. Entsteht für die Emittentin bzw. eine Garantin eine Verpflichtung zur Besicherung der Schuldverschreibungen gemäß diesem § 3, so sind die Emittentin bzw. die Garantinnen berechtigt, diese Verpflichtung dadurch zu erfüllen, dass sie ein Sicherungsrecht an dem jeweiligen Sicherungsgegenstand zugunsten eines Sicherheitentreuhänders bestellt, und zwar in einer Weise, dass der Sicherheitentreuhänder diesen Sicherungsgegenstand dinglich oder, falls rechtlich nicht möglich, aufgrund schuldrechtlicher Vereinbarung gleichrangig zugunsten der Gläubiger der Schuldverschreibungen und der Gläubiger derjenigen Kapitalmarktverbindlichkeit hält, die aufgrund der Besicherung zur Bestellung dieses Sicherungsrechts an dem betreffenden Sicherungsgegenstand führte.

(2) *Provision of Additional Security*. Whenever the Issuer or a Guarantor, as the case may be, becomes obligated to secure the Notes pursuant to this § 3, the Issuer or such Guarantor, as the case may be, shall be entitled to discharge such obligation by providing a security interest in the relevant collateral to a security trustee, such security trustee to hold such collateral and the security interest that gave rise to the creation of such collateral, equally, for the benefit of the Holders and the holders of the Capital Market Indebtedness secured by the security interest that gave rise to the creation of such security interest in such collateral, such equal rank to be created *in rem* or, if impossible to create *in rem*, contractually.

§ 4
Verzinsung

§ 4
Interest

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom 11. September 2019 (der "**Verzinsungsbeginn**") (einschließlich) mit 0,50 % p.a. bis zum Fälligkeitstag (ausschließlich). Die Zinsen sind jährlich nachträglich am 11. September zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am 11. September 2020.

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount at the rate of 0.50 per cent. per annum from (and including) 11 September 2019 (the "**Interest Commencement Date**") to (but excluding) the Maturity Date. Interest shall be payable annually in arrears on 11 September (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on 11 September 2020.

(2) *Zahlungsverzug*. Wenn die Emittentin aus irgendeinem Grund die Schuldverschreibungen bei Fälligkeit nicht zurückzahlt, wird der ausstehende Betrag vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) mit dem gesetzlichen Verzugszins [1] verzinst. Die Geltendmachung eines weitergehenden Schadens im Falle eines Zahlungsverzugs ist nicht ausgeschlossen.

(2) *Late Payment.* If the Issuer for any reason fails to redeem the Notes when due, interest shall continue to accrue on the outstanding amount from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law [2]. Claims for further damages in case of late payment are not excluded.

(3) *Berechnung der Zinsen.* Sind Zinsen für einen Zeitraum zu berechnen, der kürzer ist als die Zinsperiode (wie in diesem Absatz (3) definiert), wird der Zins auf Grundlage

(3) *Calculation of Interest*. Where interest is to be calculated in respect of a period which is shorter than an Interest Period (as defined in this

[1] Der gesetzliche Verzugszinssatz beträgt fünf Prozentpunkte über dem von der Deutschen Bundesbank jeweils veröffentlichen Basiszinssatz, §§ 288 Abs. 1, 247 Abs. 1 BGB.

[2] The default rate of interest established by statutory law is five percentage points above the base rate of interest published by *Deutsche Bundesbank* from time to time, sections 288 paragraph 1, 247 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*).

der tatsächlichen Anzahl der in dem betreffenden Zeitraum abgelaufenen Kalendertage (einschließlich des ersten, aber ausschließlich des letzten Tages dieses Zeitraums) geteilt durch die tatsächliche Anzahl der Kalendertage der Zinsperiode (einschließlich des ersten, aber ausschließlich des letzten Tages dieses Zeitraums), in den der maßgebliche Zeitraum fällt, ermittelt (Actual/Actual (ICMA Rule 251)).

"**Zinsperiode**" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und anschließend den Zeitraum vom jeweiligen Zinszahlungstag (einschließlich) bis zum darauffolgenden Zinszahlungstag (ausschließlich).

paragraph (3)), the interest will be calculated on the basis of the actual number of calendar days elapsed in the relevant period, from (and including) the first date in the relevant period to (but excluding) the last date of the relevant period, divided by the actual number of calendar days in the Interest Period in which the relevant period falls (including the first such day of the relevant Interest Period, but excluding the last day of the relevant Interest Period) (Actual/Actual (ICMA Rule 251)).

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

§ 5
Zahlungen

(1) *Zahlung von Kapital und Zinsen*. Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt, vorbehaltlich Absatz (2), an die Zahlstelle zur Weiterleitung an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.

(2) *Zahlungsweise*. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften werden auf die Schuldverschreibungen fällige Zahlungen in Euro geleistet.

(3) *Erfüllung*. Die Emittentin und die Garantinnen werden durch Zahlung an das Clearingsystem oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Geschäftstag*. Ist der Tag für eine Zahlung in Bezug auf eine Schuldverschreibung ein Tag, der kein Geschäftstag ist, so hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Ort und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. Für diese Zwecke bezeichnet "**Geschäftstag**" einen Tag (außer einem Samstag oder Sonntag), an dem Banken in Frankfurt am Main für den allgemeinen Geschäftsverkehr geöffnet sind und an dem das Clearingsystem sowie alle maßgeblichen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2

§ 5
Payments

(1) *Payment of Principal and Interest.* Payment of principal and interest in respect of the Notes shall be made, subject to paragraph (2) below, to the Paying Agent for forwarding to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System.

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in Euro.

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

(4) *Business Day*. If the date for payment of any amount in respect of any Note is not a Business Day then the Holder shall not be entitled to payment until the next 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, "**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in Frankfurt am Main and on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (TARGET2) are operational to effect payments.

(TARGET2) betriebsbereit sind, um Zahlungen vorzunehmen.

(5) *Bezugnahmen auf Kapital und Zinsen*. Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: Rückzahlungsbetrag, Wahl-Rückzahlungsbetrag (Call), Wahl-Rückzahlungsbetrag (Put), gegebenenfalls gemäß § 8 zahlbare Zusätzliche Beträge und alle Aufschläge oder sonstigen auf die Schuldverschreibungen oder im Zusammenhang damit gegebenenfalls zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen schließen, soweit anwendbar, sämtliche gegebenenfalls gemäß § 8 zahlbaren Zusätzlichen Beträge ein.

(6) *Hinterlegung von Kapital und Zinsen*. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge 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. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

(7) *Lieferung und Zahlungen nur außerhalb der Vereinigten Staaten*. Unbeschadet der übrigen Bestimmungen in diesen Anleihebedingungen erfolgen die Lieferung oder Kapitalrückzahlungen oder Zinszahlungen bezüglich der Schuldverschreibungen, sei es in bar oder in anderer Form, ausschließlich außerhalb der Vereinigten Staaten.

(5) *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, the Call Redemption Amount, the Put Redemption Amount, Additional Amounts which may be payable under § 8 and any other premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.

(6) *Deposit of Principal and Interest*. The Issuer may deposit with the local court 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.

(7) *No delivery or payment except outside the United States*. Notwithstanding any other provision of these Terms and Conditions, no delivery or payment of principal or interest in respect of the Notes, whether in cash, reference property or otherwise, shall be made unless such payment is made outside the United States.

§ 6
Rückzahlung

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 11. September 2024 (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" einer jeden Schuldverschreibung entspricht dabei ihrem Nennbetrag.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen*. Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gegenüber der Zahlstelle und gemäß § 15 gegenüber den Gläubigern gekündigt und zu

§ 6
Redemption

(1) *Redemption at Maturity*. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 11 September 2024 (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 change in, or amendment to, the laws or regulations of the Federal Republic of Germany ("**Germany**") (or in the event the Issuer or a Guarantor, as the case may be, becoming subject to another tax jurisdiction pursuant to § 8(4), the

ihrem Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen vorzeitig zurückgezahlt werden, falls die Emittentin bzw. eine der Garantinnen als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften der Bundesrepublik Deutschland ("**Deutschland**") (oder für den Fall, dass die Emittentin bzw. die Garantinnen gemäß § 8(4) einer anderen Steuerrechtsordnung unterworfen wird, der Gesetze oder Vorschriften dieser anderen Steuerrechtsordnung), die Steuern oder die Verpflichtung zur Zahlung von Abgaben jeglicher Art betreffen, oder als Folge einer Änderung oder Ergänzung der offiziellen Auslegung oder Anwendung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag der Begebung der Schuldverschreibungen wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin bzw. der Garantinnen zur Verfügung stehender Maßnahmen vermieden werden kann, die nach Auffassung der Emittentin bzw. der Garantinnen zumutbar sind (wobei jeweils die Interessen der Gläubiger zu berücksichtigen sind).

laws or regulations of such other tax jurisdiction) affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change becomes effective on or after the date on which the Notes were issued, the Issuer or such Guarantors, as the case may be, is required to pay Additional Amounts on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of measures available to the Issuer or such Guarantor, as the case may be, which are, in the judgement of the Issuer or such Guarantors, as the case may be, in each case taking into account the interests of Holders, reasonable, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, at any time upon not less than 45 days' nor more than 60 days' prior notice of redemption given to the Paying Agent and, in accordance with § 15, to the Holders, at the principal amount together with interest accrued to (but excluding) the date fixed for redemption.

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

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

Eine solche Kündigung hat gemäß § 15 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.

Any such notice shall be given in accordance with § 15. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement summarizing the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin (Make-Whole)*. Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach Absatz (5) verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gegenüber der Zahlstelle und gemäß § 14 gegenüber den Gläubigern kündigen und an einem von ihr anzugebenden Tag (dem "**Wahl-Rückzahlungstag**" (Call)) zu ihrem Wahl-Rückzahlungsbetrag (Call) zusammen mit allen nicht gezahlten Zinsen zurückzahlen, die bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) (aber ohne

(3) *Early Redemption at the Option of the Issuer (Make- Whole).* The Issuer may, upon not less than 45 days' nor more than 60 days' prior notice of redemption given to the Paying Agent and, in accordance with § 14, to the Holders, redeem on any date specified by it (the "**Call Redemption Date**"), at its option, the Notes (except for 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 paragraph (5)) in whole but not in part, at their Call Redemption Amount together with any unpaid interest accrued to (but excluding) the Call Redemption Date (but excluding accrued interest accounted for in the

aufgelaufene Zinsen, die in dem Wahl-Rückzahlungsbetrag (Call) berücksichtigt sind) aufgelaufen sind. Sie ist unwiderruflich und muss den Wahl-Rückzahlungstag (Call) und den Wahl-Rückzahlungsbetrag (Call) angeben, zu dem die betreffenden Schuldverschreibungen zurückgezahlt werden.

Call Redemption Amount). It shall be irrevocable and must specify the Call Redemption Date and the Call Redemption Amount at which such Notes are to be redeemed.

Der "**Wahl-Rückzahlungsbetrag (Call)**" je Schuldverschreibung entspricht (i) dem Nennbetrag je Schuldverschreibung oder (ii), falls höher, dem Abgezinsten Marktpreis (*Make-Whole Amount*) je Schuldverschreibung. Der "**Abgezinste Marktpreis**" wird von einem von der Emittentin auf eigene Kosten bestellten unabhängigen Sachverständigen (der "**Unabhängige Sachverständige**") am Rückzahlungs-Berechnungstag berechnet, indem der Nennbetrag und die verbleibenden Zinszahlungen bis zum Fälligkeitstag auf jährlicher Basis unter Zugrundelegung eines Jahres mit 365 bzw. 366 Tagen und der Zahl der tatsächlich in dem Jahr verstrichenen Tage und mit der Bund-Rendite plus 25 Basispunkte abgezinst werden.

The "**Call Redemption Amount**" per Note means the higher of (i) the principal amount per Note and (ii) the Make-Whole Amount per Note. The "**Make-Whole Amount**" will be an amount calculated by an independent financial adviser appointed by the Issuer at the Issuer's expense (the "**Independent Financial Adviser**") on the Redemption Calculation Date by discounting the principal amount and the remaining interest payments to the Maturity Date on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Bund Rate plus 25 basis points.

Die "**Bund-Rendite**" entspricht der bis zur Fälligkeit am Rückzahlungs-Berechnungstag bestehenden Rendite p.a. einer unmittelbaren Verbindlichkeit Deutschlands (Bund oder Bundesanleihen) mit einer Festlaufzeit (wie offiziell bestimmt und in den mindestens zwei (und höchstens fünf) Geschäftstage vor dem jeweiligen Wahl-Rückzahlungstag (Call) zuletzt verfügbaren öffentlich zugänglichen Finanzstatistiken veröffentlicht (oder falls solche statistischen Finanzinformationen nicht veröffentlicht oder zugänglich sind, wie in einer von dem Unabhängigen Sachverständigen ausgewählten anderen öffentlich zugänglichen Quelle vergleichbarer Marktdaten angegeben)), die der Zeitspanne vom jeweiligen Wahl Rückzahlungstag (Call) bis zum Fälligkeitstag der Schuldverschreibung am ehesten entspricht. Sollte jedoch die Zeitspanne vom jeweiligen Wahl-Rückzahlungstag (Call) bis zum Fälligkeitstag nicht der Festlaufzeit einer solchen unmittelbaren Verbindlichkeit Deutschlands entsprechen, für die eine wöchentliche Durchschnittsrendite angegeben wird, so ist die Bund-Rendite im Wege der linearen Interpolation (berechnet auf das nächste Zwölftel eines Jahres) aus den wöchentlichen Durchschnittsrenditen einer unmittelbaren Verbindlichkeit Deutschlands zu ermitteln, für die solche Renditen angegeben werden. Sofern die Zeitspanne vom Wahl-Rückzahlungstag (Call) bis zum Fälligkeitstag kürzer als ein Jahr ist, so ist die wöchentliche Durchschnittsrendite einer tatsächlich gehandelten

The "**Bund Rate**" shall be the yield to maturity per annum at the Redemption Calculation Date of a direct obligation of Germany with a constant maturity (as officially compiled and published in the most recent financial statistics that have become publicly available at least two Business Days (but not more than five Business Days) prior to the relevant Call Redemption Date (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected by the Independent Financial Adviser)) most nearly equal to the period from the relevant Call Redemption Date to the Maturity Date; provided, however, that if the period from the relevant Call Redemption Date to the Maturity Date is not equal to the constant maturity of the direct obligation of Germany for which a weekly average yield is given, the Bund Rate shall be obtained by linear interpolation (calculated to the nearest one twelfth of a year) from the weekly average yields of a direct obligation of Germany for which such yields are given, except that if the period from the relevant Call Redemption Date to the Maturity Date is less than one year, the weekly average yield on an actually traded direct obligation of Germany adjusted to a constant maturity of one year shall be used.

unmittelbaren Verbindlichkeit Deutschlands, angepasst an eine Festlaufzeit von einem Jahr, anzuwenden.

"**Rückzahlungs-Berechnungstag**" ist der zehnte Geschäftstag vor dem Wahl-Rückzahlungstag (Call).

"**Redemption Calculation Date**" means the tenth Business Day prior to the Call Redemption Date.

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

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

(a) Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach Absatz (5) verlangt hat) insgesamt oder teilweise, nach ihrer Wahl durch Erklärung gegenüber der Zahlstelle und gemäß § 14 gegenüber den Gläubigern kündigen und ab dem 11. Juni 2024 bis zum Fälligkeitstag zu ihrem Rückzahlungsbetrag zusammen mit allen nicht gezahlten Zinsen, die bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufen sind, zurückzahlen.

(a) The Issuer may, upon prior notice of redemption given to the Paying Agent and, in accordance with § 14, to the Holders, redeem, at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of the option to require the redemption of such Note under paragraph (5)) in whole or in part from 11 June 2024 to the Maturity Date at their Final Redemption Amount together with any unpaid interest to (but excluding) the date fixed for redemption.

(b) Eine solche Kündigungserklärung ist unwiderruflich und muss die folgenden Angaben beinhalten: (i) die Erklärung, ob die Schuldverschreibungen ganz oder teilweise zurückgezahlt werden und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen, und (ii) den für die Rückzahlung festgesetzten Tag, der nicht weniger als 30 und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

(b) Such notice shall be irrevocable and must specify (i) whether the Notes are to be redeemed in whole or in part and, if in part, the aggregate principal amount of the Notes which are to be redeemed, and (ii) the date fixed for redemption, 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.

(c) Werden die Schuldverschreibungen nur teilweise zurückgezahlt, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den üblichen Verfahren des betreffenden Clearingsystems ausgewählt.

(c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the customary proceedings of the relevant Clearing System.

(5) *Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels.*

(5) *Early Redemption at the Option of the Holders upon a Change of Control.*

(a) Wenn ein Kontrollwechselereignis eintritt, wird die Emittentin sobald wie möglich, nachdem sie Kenntnis davon erhalten hat, den Kontrollstichtag bestimmen und den Eintritt des Kontrollwechselereignisses und den Kontrollstichtag gemäß § 14 bekannt machen (die "**Kontrollwechselmitteilung**").

(a) If a Change of Control Event occurs, the Issuer will fix the Control Record Date and give notice in accordance with § 14 of the Change of Control Event and the Control Record Date as soon as practicable after becoming aware thereof (the "**Change of Control Notice**").

Ein "**Kontrollwechsel-Ereignis**" tritt ein, wenn

A "**Change of Control Event**" shall occur if

(i) eine Person oder mehrere Personen, die abgestimmt handeln, oder einer oder mehrere

(i) any person or persons acting in concert or any third person or persons acting on

Dritte, die im Auftrag einer solchen Person oder solchen Personen handeln, zu irgendeinem Zeitpunkt mittelbar oder unmittelbar (x) mehr als 50 % der Aktien der Emittentin oder (y) eine solche Anzahl von Aktien der Emittentin, auf die mehr als 50 % der bei Hauptversammlungen der Emittentin ausübbaren Stimmrechte entfallen, erworben hat bzw. haben (jeweils ein "**Kontrollwechsel**"), und, soweit die Emittentin über ein Rating einer Ratingagentur verfügt,

behalf of such person(s) at any time acquire(s) directly or indirectly (x) more than 50 per cent. of the shares in the capital of the Issuer or (y) such number of shares in the capital of the Issuer granting more than 50 per cent. of the voting rights exercisable at general meetings of the Issuer (any such event being a "**Change of Control**"), and, if the Issuer has a rating by a Rating Agency,

(ii) entweder (x) in Erwartung eines Kontrollwechsels oder (y) während des Kontrollwechsel-Zeitraums ein Negatives Rating-Ereignis eintritt, mit der Maßgabe, dass im Fall eines erwarteten Kontrollwechsel-Ereignisses ein Kontrollwechsel-Ereignis nur dann als eingetreten gilt, wenn in der Folge tatsächlich ein Kontrollwechsel eintritt.

(ii) either (x) in anticipation of a Change of Control or (y) during the Change of Control Period, there is a Negative Rating Event, provided that, in the case of an anticipated Change of Control, a Change of Control Event will be deemed to have occurred only if and when a Change of Control subsequently occurs.

"**Kontrollstichtag**" bezeichnet den von der Emittentin in der Kontrollwechselmitteilung festgelegten Geschäftstag, der nicht weniger als 40 und nicht mehr als 60 Tage nach dem Tag der Bekanntmachung der Kontrollwechselmitteilung liegen darf.

"**Control Record Date**" means the Business Day fixed by the Issuer in the Change of Control Notice which will be not less than 40 nor more than 60 days after the date in which the Change of Control Notice is published.

Ein "**Kontrollwechsel-Zeitraum**" bezüglich eines Kontrollwechsels ist der Zeitraum, der 120 Tage nach der ersten öffentlichen Bekanntmachung des Kontrollwechsels endet.

A "**Change of Control Period**" in respect of a Change of Control is the period ending 120 calendar days after the first public announcement of the Change of Control.

"**Ratingagentur**" bezeichnet (1) Standard & Poor's Credit Market Services Europe Limited (Zweigniederlassung Deutschland) oder deren entsprechenden Nachfolger ("**S&P**"), (2) Moody's Deutschland GmbH oder deren entsprechenden Nachfolger ("**Moody's**"), (3) Fitch Ratings Limited oder deren entsprechenden Nachfolger ("**Fitch**"), oder (4) falls S&P, Moody's oder Fitch oder alle drei kein Rating für die Emittentin öffentlich zur Verfügung stellen, eine Ratingagentur oder Ratingagenturen mit europaweitem Ansehen, die von der Emittentin ausgewählt wird und S&P, Moody's oder Fitch oder alle diese Agenturen ersetzt.

"**Rating Agency**" means (1) Standard & Poor's Credit Market Services Europe Limited (*Zweigniederlassung Deutschland*) and its successors ("**S&P**"), (2) Moody's Deutschland GmbH and its successors ("**Moody's**"), and (3) Fitch Ratings Limited and its successors ("**Fitch**"), or (4) if S&P, Moody's or Fitch, or all three shall not make rating of the Issuer publicly available, a European-wide reputable securities rating agency or agencies, as the case may be, selected by the Issuer, which shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

Ein "**Negatives Rating-Ereignis**" bezüglich eines Kontrollwechsel-Ereignisses gilt als eingetreten, wenn und

A "**Negative Rating Event**" shall be deemed to have occurred in respect of a Change of Control Event if

(a) die Emittentin bei Eintritt des Kontrollwechsels

(i) von mindestens zwei Ratingagenturen mit Investment Grade bewertet ist und diese Ratings von mindestens zwei Ratingagenturen innerhalb von 120 Tagen nach dem Kontrollwechsel zu einem Non-Investment-Grade-Rating herabgestuft oder das Rating zurückgezogen wurde und nicht innerhalb dieser 120-Tagesperiode anschließend (im Falle einer Herabstufung) durch mindestens zwei Ratingagenturen wieder auf ein Investment-Grade-Rating heraufgestuft oder (im Falle eines Zurückziehens) durch das Investment-Grade-Rating einer anderen Ratingagentur oder Ratingagenturen ersetzt wurde; oder

(ii) von einer Ratingagentur ein Investment-Grade-Rating hat und dieses Rating einer Ratingagentur innerhalb von 120 Tagen nach dem Kontrollwechsel zu einem Non-Investment-Grade-Rating herabgestuft oder das Rating zurückgezogen wurde und nicht innerhalb dieser 120-Tagesperiode anschließend (im Falle einer Herabstufung) durch eine Ratingagentur wieder auf ein Investment-Grade-Rating heraufgestuft oder (im Falle eines Zurückziehens) durch das Investment-Grade-Rating mindestens einer anderen Ratingagentur ersetzt wurde; oder

(iii) ein Non-Investment-Grade-Rating hat und dieses Rating von einer Ratingagentur innerhalb von 120 Tagen nach dem Kontrollwechsel um eine oder mehrere Stufen (einschließlich Untergliederungen innerhalb von sowie zwischen Ratingkategorien) herabgestuft und nicht innerhalb dieser 120-Tagesperiode anschließend wieder auf das ursprüngliche oder ein besseres Rating durch diese Ratingagentur heraufgestuft wurde; und

(b) im Zusammenhang mit einer der oben genannten Entscheidungen die betreffende Ratingagentur öffentlich bekannt macht oder gegenüber der Emittentin schriftlich bestätigt, dass ihre

(a), at the time of the occurrence of a Change of Control, the Issuer

(i) has an Investment Grade Rating by at least two Rating Agencies and such rating is, within 120 days from such time, either downgraded to a Non-Investment Grade Rating or withdrawn by at least two Rating Agencies and is not within such 120-day period subsequently (in the case of a downgrade) upgraded to an Investment Grade Rating by two of the three Rating Agencies, or (in the case of withdrawal) replaced by an Investment Grade Rating from any other Rating Agency or Rating Agencies; or

(ii) has an Investment Grade Rating by one Rating Agency and such rating is, within 120 days from such time, either downgraded to a Non-Investment Grade Rating or withdrawn and is not, within such 120-day period, subsequently (in the case of a downgrade) upgraded to an Investment Grade Rating by one Rating Agency, or (in the case of withdrawal) replaced by an Investment Grade Rating from at least one Rating Agency; or

(iii) has a Non-Investment Grade Rating and such rating from any Rating Agency is, within 120 days from such time, downgraded by one or more gradations (including gradations within Rating Categories as well as between Rating Categories) and is not within such 120-day period subsequently upgraded to its earlier credit rating or better by such Rating Agency; and

(b) in making any of the decisions referred to above, the relevant Rating Agency announces publicly or confirms in writing to the Issuer

Entscheidung ganz oder teilweise auf den Kontrollwechsel zurückzuführen ist.

Ein Negatives Rating-Ereignis liegt jedoch nicht vor, falls die Emittentin (aufgrund einer Beauftragung durch die Emittentin) am Ende der 120-Tagesperiode von mindestens zwei Ratingagenturen mit einem Investment-Grade-Rating bewertet wird.

"**Investment-Grade-Rating**" bezeichnet in Bezug auf Moody‘s Baa3 oder höher, in Bezug auf Standard & Poor‘s und Fitch BBB- oder höher.

"**Non-Investment-Grade-Rating**" bezeichnet in Bezug auf Moody‘s Ba1 oder niedriger und in Bezug auf Standard & Poor‘s und Fitch BB+ oder niedriger.

(b) Wenn ein Kontrollwechsel eintritt, so ist jeder Gläubiger (sofern nicht die Emittentin, bevor die die Kontrollwechselmitteilung erfolgt, die Rückzahlung der Schuldverschreibungen nach § 6 Absatz 2, 3 oder 4 angezeigt hat) berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen durch Abgabe einer Kündigungserklärung gemäß des nachfolgenden Absatzes (c) gegenüber der Zahlstelle fällig zu stellen und deren unverzügliche Rückzahlung zu ihrem Nennbetrag zuzüglich bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) nicht gezahlter, aufgelaufener Zinsen (der "**Wahl-Rückzahlungsbetrag (Put)**") zu verlangen.

(c) Eine Erklärung eines Gläubigers gemäß § 6 (5) (b) zur Kündigung seiner Schuldverschreibungen gemäß diesem § 6 (5) hat in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende schriftliche Erklärung in deutscher oder englischer Sprache persönlich übergibt oder per Brief übermittelt und dabei durch eine Bescheinigung seiner Depotbank (wie in § 15(4) definiert) nachweist, dass er die betreffenden Schuldverschreibungen zum Zeitpunkt der Kündigungserklärung hält.

(6) *Vorzeitige Rückzahlung bei Geringem Ausstehenden Gesamtnennbetrag der Schuldverschreibungen*. Wenn 80 % oder mehr des Gesamtnennbetrags der Schuldverschreibungen nach diesem § 6 von der Emittentin oder einer direkten oder indirekten Tochtergesellschaft der Emittentin zurückgezahlt oder angekauft wurden, ist die Emittentin jederzeit

that its decision resulted, in whole or in part, from the occurrence of the Change of Control.

Provided however that, no Negative Rating Event will occur if at the end of the 120-day period the Issuer has been rated by at least two Rating Agencies, it has solicited, with an Investment Grade Rating.

"**Investment Grade Rating**" means with regard to Moody’s Baa3 or higher and with regard to Standard & Poor’s and Fitch BBB- or higher.

"**Non-Investment Grade Rating**" means with regard to Moody’s Ba1 or lower and with regard to Standard & Poor’s and Fitch BB+ or lower.

(b) If a Change of Control occurs, unless, prior to the giving of the Change of Control Notice, the Issuer gives notice to redeem the Notes in accordance with § 6(2), (3) or (4), each Holder shall be entitled to declare due and payable by submitting a termination notice pursuant to the following sub-paragraph (c) to the Paying Agent its entire claims arising from the Notes and demand immediate redemption at the principal amount thereof together with unpaid interest accrued to (but excluding) the date of actual redemption (the "**Put Redemption Amount**").

(c) Any notice by a Holder in accordance with § 6 (5) (b) to terminate its Notes in accordance with this § 6 (5) shall be made by means of a written declaration to the Paying Agent in the German or English language delivered by hand or mail together with evidence by means of a certificate of the Holder’s Custodian (as defined in § 15(4)) that such Holder, at the time of such Termination Notice, is a holder of the relevant Notes.

(6) *Early Redemption in case of Minimal Outstanding Aggregate Principal Amount of the Notes*. If 80 per cent. or more of the aggregate principal amount of the Notes have been redeemed or purchased by the Issuer or any direct or indirect Subsidiary of the Issuer pursuant to the provisions of this § 6, the

berechtigt, nach vorheriger Bekanntmachung gegenüber den Gläubigern gemäß § 14 mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl die ausstehenden Schuldverschreibungen insgesamt, aber nicht teilweise, zum Nennbetrag zuzüglich bis zum tatsächlichen Rückzahlungstag (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zurückzuzahlen.

Issuer may at any time, on not less than 30 or more than 60 days' notice to the Holders given in accordance with § 14, redeem, at its option, the remaining Notes in whole but not in part at the principal amount thereof plus unpaid interest accrued to (but excluding) the date of actual redemption.

§ 7
Zahlstelle

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Zahlstelle und deren anfänglich bezeichnete Geschäftsstelle ist:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Deutschland

Die Zahlstelle behält sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere Geschäftsstelle im selben Land zu ersetzen.

(2) *Änderung oder Beendigung der Bestellung*. Die Emittentin und die Garantinnen behalten sich das Recht vor, jederzeit die Bestellung der Zahlstelle zu ändern oder zu beenden und zusätzliche oder eine oder mehrere andere Zahlstellen zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Zahlstelle unterhalten. Eine Änderung, Beendigung, Bestellung oder ein Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 14 vorab unter Einhaltung einer Frist von mindestens 30 und höchstens 45 Tagen informiert wurden.

(3) *Erfüllungsgehilfen der Emittentin*. Die Zahlstelle und jede andere nach Absatz (2) bestellte Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und der Garantinnen und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern, und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7
Paying Agent

(1) *Appointment; Specified Office*. The initial Paying Agent and its initial specified office shall be:

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany

The Paying Agent reserves the right at any time to change its specified offices to some other office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer and the Guarantors reserve the right at any time to vary or terminate the appointment of the Paying Agent and to appoint another Paying Agent, additional or other paying agents. The Issuer shall at all times maintain a Paying 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 § 14.

(3) *Agents of the Issuer*. The Paying Agent and any other paying agent appointed pursuant to paragraph (2) act solely as the agents of the Issuer and the Guarantors and do not assume any obligations towards or relationship of agency or trust with any Holder.

§ 8
Steuern

(1) *Zahlungen ohne Einbehalt oder Abzug von Steuern*. Alle in Bezug auf die Schuldverschreibungen zu zahlenden Beträge werden ohne Einbehalt oder Abzug von oder

§ 8
Taxation

(1) *Payments Free of Taxes.* All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any

aufgrund von gegenwärtigen oder zukünftigen Steuern oder Abgaben gleich welcher Art gezahlt, die von oder im Namen von Deutschland (in Bezug auf die Emittentin, die Wirecard Technologies GmbH und die Wirecard Sales International Holding GmbH) oder Irland (in Bezug auf Wirecard Payment Solutions Holdings Limited) oder die Vereinigten Arabischen Emirate (in Bezug auf Wirecard Processing FZ-LLC und CardSystems Middle-East FZ-LLC) (die "**maßgebliche Steuerjurisdiktion**") oder einer jeweiligen steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde eines dieser Länder im Wege des Einbehalts oder Abzugs an der Quelle auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

present or future taxes or duties of whatever nature imposed or levied at source by way of withholding or deduction by or on behalf of Germany (with regard to the Issuer, Wirecard Technologies GmbH and Wirecard Sales International Holding GmbH) or Ireland (with regard to Wirecard Payment Solutions Holdings Limited) or the United Arab Emirates (with regard to Wirecard Processing FZ-LLC and CardSystems Middle-East FZ-LLC) (the "**Relevant Taxing Jurisdiction**") or any respective political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

(2) *Zahlung Zusätzlicher Beträge*. Ist ein Einbehalt oder Abzug in Bezug auf zu zahlende Beträge auf die Schuldverschreibungen gesetzlich vorgeschrieben, so wird die Emittentin bzw. die Garantinnen diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug erhalten worden wären; eine Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für Steuern oder Abgaben:

(2) *Payments of Additional Amounts*. If such withholding or deduction with respect to amounts payable in respect of the Notes is required by law, the Issuer or the Guarantors, as the case may be, will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

(a) die anders als durch Einbehalt oder Abzug in Bezug auf Zahlungen, welche die Emittentin oder eine Garantin an den Gläubiger leistet, zu entrichten sind; oder

(a) are payable otherwise than by withholding or deduction from payments, made by the Issuer or a Guarantor, as the case may be, to the Holder, or

(b) die von einer als Depotbank oder Inkassobeauftragte im Namen eines Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin oder eine Garantin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Einbehalt oder Abzug vornimmt; oder

(b) 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 withholding or deduction by the Issuer or a Guarantor, as the case may be, from payments of principal or interest made by it, or

(c) die aufgrund einer bestehenden oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu Deutschland, Irland oder den Vereinigten Arabischen Emiraten oder Dubai zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in Deutschland, Irland, oder den Arabischen Emiraten stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(c) are payable by reason of the Holder having, or having had, some personal or business relation to Germany, Ireland or the United Arab Emirates and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, Germany, Ireland or the United Arab Emirates, or

(d) die durch eine Zahlstelle von der Zahlung einzubehalten oder abzuziehen sind, wenn die Zahlung von einer anderen Zahlstelle ohne einen solchen Einbehalt oder Abzug hätte vorgenommen werden können; oder

(d) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction, or

(e) die in Zusammenhang mit einer Zahlung von einer Zahlstelle in Luxemburg an eine in Luxemburg ansässige Person entsprechend des Gesetzes vom 23. Dezember 2005 in der jeweils gültigen Fassung zu zahlen sind; oder

(e) are imposed on a payment by a Luxembourg paying agent to an individual resident in Luxembourg pursuant to the Law of 23 December 2005, as amended; or

(f) die wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung wirksam wird; oder

(f) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or

(g) die aufgrund jeglicher Kombination der Absätze (a) bis (f) zu entrichten sind.

(g) are payable due to any combination of items (a) to (f),

Zudem werden keine Zusätzlichen Beträge im Hinblick auf Zahlungen auf die Schuldverschreibungen an einen Gläubiger gezahlt, welcher die Zahlung als Treuhänder oder Personengesellschaft oder als sonstiger nicht alleiniger wirtschaftlicher Eigentümer der Zahlung erhält, soweit nach den Gesetzen der maßgeblichen Steuerjurisdiktion eine solche Zahlung für Steuerzwecke dem Einkommen des Begünstigten bzw. Gründers eines Treuhandvermögens oder eines Gesellschafters der Personengesellschaft zugerechnet würde, der jeweils selbst nicht zum Erhalt von Zusätzlichen Beträgen berechtigt gewesen wäre, wenn der Begünstigte, Gründer eines Treuhandvermögens, Gesellschafter oder wirtschaftliche Eigentümer selbst Gläubiger der Schuldverschreibungen wäre.

nor shall any Additional Amounts be paid with respect to any payment on a Note to a Holder who is a fiduciary or partnership or who is other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the Relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of the Note.

Zur Klarstellung wird festgehalten, dass die in Deutschland gemäß dem zum Begebungstag geltenden Steuerrecht auf der Ebene der Depotbank erhobene Kapitalertragsteuer zuzüglich des darauf anfallenden Solidaritätszuschlags sowie Kirchensteuer, soweit eine solche im Wege des Steuerabzugs erhoben wird, keine Steuern oder Abgaben der vorstehend beschriebenen Art darstellen, für die von der Emittentin bzw. einer Garantin Zusätzliche Beträge zu zahlen wären.

For the avoidance of doubt, the withholding tax levied in Germany at the level of the custodian bank plus the solidarity surcharge imposed thereon as well as church tax, where such tax is levied by way of withholding, pursuant to tax law as in effect as of the Issue Date do not constitute a tax or duty as described above in respect of which Additional Amounts would be payable by the Issuer or a Guarantor, as the case may be.

(3) *FATCA*. Ungeachtet sonstiger hierin enthaltener Bestimmungen, darf die Emittentin bzw. die jeweilige Garantin Beträge, die gemäß einer beschriebenen Vereinbarung in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") erforderlich sind oder die anderweitig aufgrund der Sections 1471 bis 1474 des Codes (oder jeder Änderung oder

(3) *FATCA*. Notwithstanding any other provisions contained herein, the Issuer or a Guarantor, as the case may be, shall be permitted to withhold or deduct any amounts required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471

Nachfolgeregelung), der Regelungen oder Verträge darunter, der offiziellen Auslegungen davon oder jeglicher rechtsausführender und zwischenstaatlicher Zusammenarbeit dazu beruhen, einbehalten oder abziehen ("**FATCA Quellensteuer**"). Die Emittentin bzw. die Garantinnen sind aufgrund einer durch die Emittentin, eine Garantin, eine Zahlstelle oder eine andere Partei abgezogenen oder einbehaltenen FATCA Quellensteuer nicht zur Zahlung zusätzlicher Beträge oder anderweitig zur Entschädigung eines Investors verpflichtet.

through 1474 of the Code (or any amended or successor provisions), any regulations or agreements thereunder, official interpretations thereof, or any law implementing any intergovernmental approach thereto ("**FATCA Withholding**"). The Issuer or the Guarantors, as the case may be, will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, a Guarantor, any paying agent or any other party.

(4) *Andere Steuerjurisdiktion*. Falls die Emittentin oder eine Garantin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung der Emittentin bzw. einer Garantin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sollen die Bezugnahmen in diesem § 8 auf die Rechtsordnung der Emittentin bzw. einer Garantin als Bezugnahmen auf die Rechtsordnung der Emittentin bzw. der betreffenden Garantin und/oder diese anderen Rechtsordnungen gelesen und ausgelegt werden.

(4) *Other Tax Jurisdiction*. If at any time the Issuer or a Guarantor becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of the Issuer or a Guarantor, as the case may be, references in this § 8 to the jurisdiction of the Issuer or such Guarantor, as the case may be, shall be read and construed as references to the jurisdiction of the Issuer or the relevant Guarantor, as the case may be, and/or to such other jurisdiction(s).

§ 9
Vorlegungsfrist, Verjährung

Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 BGB für die Schuldverschreibungen wird auf zehn Jahre verkürzt. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre vom Ende der betreffenden Vorlegungsfrist an.

§ 9
Presentation Period, Prescription

The presentation period provided for in Section 801 paragraph 1, sentence 1 German Civil Code is reduced to ten years for the Notes. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 10
Kündigungsgründe

(1) *Kündigungsgründe*. Tritt ein Kündigungsgrund ein und dauert dieser an, so ist jeder Gläubiger berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen durch Abgabe einer Kündigungserklärung gemäß Absatz (2) gegenüber der Zahlstelle fällig zu stellen und (vorbehaltlich von Absatz 4) deren unverzügliche Rückzahlung zu ihrem Nennbetrag zuzüglich bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zu verlangen. Jedes der folgenden Ereignisse stellt einen "**Kündigungsgrund**" dar:

(a) die Emittentin oder eine Garantin zahlt auf die Schuldverschreibungen fällige Kapital- oder Zinsbeträge oder sonstige Beträge nicht innerhalb von 15 Tagen nach Fälligkeit; oder

§ 10
Events of Default

(1) *Events of Default*. If an Event of Default occurs and is continuing, each Holder shall be entitled to declare due and payable by submitting a Termination Notice pursuant to paragraph (2) to the Paying Agent its entire claims arising from the Notes and demand (subject to paragraph 4) immediate redemption at the principal amount thereof together with unpaid interest accrued to (but excluding) the date of actual redemption. Each of the following is an "**Event of Default**":

(a) the Issuer or a Guarantor fails to pay principal, interest or any other amounts due under the Notes within 15 days from the relevant due date; or

(b) die Emittentin oder eine Garantin erfüllt eine andere wesentliche Verpflichtung aus den Schuldverschreibungen oder der Garantie nicht und die Nichterfüllung dauert – sofern sie geheilt werden kann – jeweils länger als 60 Tage fort, nachdem die Zahlstelle eine schriftliche Aufforderung in der in Absatz (2) vorgesehenen Art und Weise von einem Gläubiger erhalten hat, die Verpflichtung zu erfüllen; oder

(b) the Issuer or a Guarantor fails to duly perform any other material obligation arising from the Notes or the Guarantee and such failure, if capable of remedy, continues unremedied for more than 60 days after the Paying Agent has received a written request thereof in the manner set forth in paragraph (2) from a Holder to perform such obligation; or

(c) eine nicht im Rahmen der Schuldverschreibungen oder der Garantie bestehende Kapitalmarktverbindlichkeit der Emittentin oder einer Garantin, wird infolge eines Kündigungsgrunds (unabhängig von der Bezeichnung) vor ihrer festgelegten Fälligkeit fällig und zahlbar (sei es durch Kündigung, automatische Fälligstellung oder auf andere Weise), es sei denn, der Gesamtbetrag aller dieser Zahlungsverpflichtungen unterschreitet EUR 50 Millionen (oder den entsprechenden Gegenwert in einer oder mehreren anderen Währung(en)). Zur Klarstellung wird festgehalten, dass dieser Absatz (1)(c) keine Anwendung findet, wenn die Emittentin oder die jeweilige Garantin nach Treu und Glauben bestreitet, dass diese Zahlungsverpflichtung besteht, fällig ist oder die Anforderungen für die vorzeitige Fälligstellung erfüllt sind; oder

(c) any Capital Markets Indebtedness of the Issuer or any Guarantor (other than under the Notes or the Guarantee) becomes due and payable prior to its specified maturity (whether by declaration, automatic acceleration or otherwise) as a result of an event of default (howsoever described), unless in each case the aggregate amount of all such indebtedness is less than EUR 50 million (or its equivalent in any other currency or currencies). For the avoidance of doubt, this paragraph (1)(c) shall not apply, where the Issuer or the relevant Guarantor contests in good faith that such payment obligation exists, is due or the requirements for the acceleration are satisfied; or

(d) die Emittentin oder eine Garantin gibt ihre Zahlungsunfähigkeit bekannt oder stellt ihre Zahlungen generell ein; oder

(d) the Issuer or any Guarantor announces its inability to meet its financial obligations or ceases its payments generally; or

(e) gegen die Emittentin oder eine Garantin wird ein Insolvenzverfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt, oder die Emittentin oder eine Garantin beantragt oder leitet ein solches Verfahren ein, oder

(e) insolvency proceedings against the Issuer or a Guarantor are instituted and have not been discharged or stayed within 60 days, or the Issuer or any Guarantor applies for or institutes such proceedings; or

(f) die Emittentin oder eine Garantin geht in Liquidation, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und die andere Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin bzw. die betreffende Garantin im Zusammenhang mit den Schuldverschreibungen eingegangen ist; oder

(f) the Issuer or a Guarantor enters into liquidation unless this is done in connection with a merger or other form of combination with another company and such company assumes all obligations of the Issuer or such Guarantor, as the case may be, in connection with the Notes; or

(g) die Garantie wird unwirksam oder nicht durchsetzbar, oder ihre Wirksamkeit oder Durchsetzbarkeit wird von einer Garantin bestritten.

(g) the Guarantee becomes invalid or unenforceable, or a Guarantor contests its validity or enforceability.

(2) *Kündigungserklärungen*. Eine Erklärung eines Gläubigers (i) gemäß Absatz (1)(b) oder (ii) zur Kündigung seiner Schuldverschreibungen gemäß diesem § 10 (eine "**Kündigungserklärung**") hat in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende Erklärung in Textform in deutscher oder englischer Sprache übermittelt und dabei durch eine Bescheinigung seiner Depotbank (wie in § 15(4) definiert) nachweist, dass er die betreffenden Schuldverschreibungen zum Zeitpunkt der Kündigungserklärung hält.

(3) *Heilung*. Zur Klarstellung wird festgehalten, dass das Recht zur Kündigung der Schuldverschreibungen gemäß diesem § 10 erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt worden ist; es ist zulässig, den Kündigungsgrund gemäß Absatz (1)(c) durch Rückzahlung der maßgeblichen Kapitalmarktverbindlichkeiten in voller Höhe zu heilen.

(4) *Quorum.* In den Fällen der Absätze 1(b), (c) und (g) wird jede Kündigungserklärung im Hinblick auf die Schuldverschreibungen nur dann wirksam, wenn die Zahlstelle die entsprechenden Kündigungserklärungen von Gläubigern, die mindestens 15% des zu diesem Zeitpunkt ausstehenden Gesamtnennbetrags der Schuldverschreibungen halten, erhalten hat.

(2) *Termination Notices*. Any notice by a Holder (i) in accordance with paragraph (1)(b) or (ii) to terminate its Notes in accordance with this § 10 (a "**Termination Notice**") shall be made by means of a declaration in text form (*Textform*) to the Paying Agent in the German or English language delivered together with evidence by means of a certificate of the Holder's Custodian (as defined in § 15(4)) that such Holder, at the time of such Termination Notice, is a holder of the relevant Notes.

(3) *Cure*. For the avoidance of doubt, the right to declare Notes due in accordance with this § 10 shall terminate if the situation giving rise to it has been cured before the right is exercised and it shall be permissible to cure the Event of Default pursuant to paragraph (1)(c) by repaying in full the relevant Capital Markets Indebtedness.

(4) *Quorum.* In the events specified in paragraph 1(b), (c) and (g), any notice declaring Notes due shall become effective only when the Paying Agent has received such default notices from the Holders representing at least 15 per cent. of the aggregate principal amount of the Notes then outstanding.

§ 11
Ersetzung

(1) *Voraussetzungen für eine Ersetzung*. Die Emittentin ist berechtigt, ohne Zustimmung der Gläubiger an ihre Stelle eine Finanzierungsgesellschaft als neue Schuldnerin in Bezug auf die Schuldverschreibungen (die "**Neue Schuldnerin**") zu setzen. Eine solche Ersetzung ist durch die Emittentin und die Neue Schuldnerin gemäß § 11 zu veröffentlichen. Sie setzt voraus, dass

(a) weder die Emittentin noch eine Garantin mit irgendwelchen auf die Schuldverschreibungen bzw. der Garantie zahlbaren Beträgen in Verzug ist;

(b) die Emittentin und die Neue Schuldnerin die für die Wirksamkeit der Ersetzung erforderlichen Vereinbarungen (die "**Vereinbarungen**") abgeschlossen haben, in denen die Neue Schuldnerin sich zu Gunsten jedes Anleihegläubigers als begünstigter Dritter i.S.d. § 328 BGB verpflichtet hat, als Schuldnerin in Bezug auf die Schuldverschreibungen diese

§ 11
Substitution

(1) *Conditions for a substitution*. The Issuer may without the consent of the Holders, substitute for itself any Finance Subsidiary as the debtor in respect of Notes (the "**Substituted Debtor**") upon notice by the Issuer and the Substituted Debtor to be given by publication in accordance with § 11, provided that:

(a) neither the Issuer nor any Guarantor is in default in respect of any amount payable under the Notes or the Guarantee, as the case may be;

(b) the Issuer and the Substituted Debtor have entered into such documents (the "**Documents**") as are necessary to give effect to the substitution and in which the Substituted Debtor has undertaken in favour of each Holder as third-party beneficiary pursuant to Section 328 of the German Civil Code to be bound by these

Anleihebedingungen anstelle der Emittentin oder jeder vorhergehenden ersetzenden Schuldnerin nach diesem § 11 einzuhalten;

Terms and Conditions as the debtor in respect of the Notes in place of the Issuer (or of any previous substitute under this § 11);

(c) sofern die Neue Schuldnerin in steuerlicher Hinsicht in einem anderen Gebiet ihren Sitz (der "**Neue Sitz**") hat als in dem, in dem die Emittentin vor der Ersetzung in steuerlicher Hinsicht ansässig war (der "**Frühere Sitz**"), die Vereinbarungen eine Verpflichtungserklärung und/oder solche anderen Bestimmungen enthalten, die gegebenenfalls erforderlich sind, um sicherzustellen, dass jeder Gläubiger aus einer den Bestimmungen des § 8 entsprechenden Verpflichtung begünstigt wird, wobei, soweit anwendbar, die Bezugnahmen auf den Früheren Sitz durch Bezugnahmen auf den Neuen Sitz ersetzt werden;

(c) if the Substituted Debtor is has its seat for tax purposes in a territory (the "**New Seat**") other than that in which the Issuer prior to such substitution had its seat for tax purposes (the "**Former Seat**") the Documents contain an undertaking and/or such other provisions as may be necessary to ensure that each Holder has the benefit of an undertaking in terms corresponding to the provisions of § 8, with, where applicable, the substitution of references to the Former Seat with references to the New Seat;

(d) die Emittentin eine Garantie gewährt, die sich auf die Verpflichtungen der Neuen Schuldnerin aus den Vereinbarungen erstreckt und jede Garantin erstreckt die Garantie auf die Verpflichtungen der Neuen Schuldnerin aus den Vereinbarungen;

(d) the Issuer grants a guarantee which extends to the obligations of the Substituted Debtor under the Documents and each Guarantor extends the Guarantee to the obligations of the Substitute Debtor under the Documents;

(e) die Neue Schuldnerin und die Emittentin alle erforderlichen behördlichen Genehmigungen und Zustimmungen für die Ersetzung und für die Erfüllung der Verpflichtungen der Neuen Schuldnerin aus den Vereinbarungen erhalten haben;

(e) the Substituted Debtor and the Issuer have obtained all necessary governmental approvals and consents for such substitution and for the performance by the Substituted Debtor of its obligations under the Documents;

(f) jede Wertpapierbörse, an der die Schuldverschreibungen zugelassen sind, bestätigt hat, dass nach der vorgesehenen Ersetzung durch die Neue Schuldnerin diese Schuldverschreibungen weiterhin an dieser Wertpapierbörse zugelassen sind;

(f) each stock exchange on which the Notes are listed shall have confirmed that, following the proposed substitution of the Substituted Debtor, such Notes will continue to be listed on such stock exchange;

(g) soweit anwendbar, die Neue Schuldnerin einen Zustellungsbevollmächtigten in Deutschland für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit Schuldverschreibungen ernannt hat; und

(h) der Zahlstelle Rechtsgutachten, die in Kopie erhältlich sind, von angesehenen Rechtsberatern zugestellt wurden, die die Emittentin für jede Rechtsordnung ausgewählt hat, in der die Emittentin und die Neue Schuldnerin ihren Sitz haben, und in denen bestätigt wird, soweit zutreffend, dass mit Durchführung der Schuldnerersetzung die Anforderungen in vorstehenden Unterabsätzen (a) bis (g) erfüllt worden sind.

"**Finanzierungsgesellschaft**" bezeichnet jede Gesellschaft, an der die Emittentin unmittelbar oder mittelbar Stimmrechte und Kapitalanteile in Höhe von mindestens 99 % hält, deren Unternehmenszweck in der Aufnahme von Finanzierungsmitteln und deren Weiterleitung an verbundene Unternehmen besteht und deren Sitz in einem Mitgliedsstaat des Europäischen Wirtschaftsraums liegt.

(2) *Weitere Ersetzung; Folge der Ersetzung und Bezugnahme*. (a) Durch eine solche Ersetzung folgt die Neue Schuldnerin der Emittentin nach, ersetzt diese und kann alle Rechte und Ansprüche der Emittentin aus den Schuldverschreibungen mit der gleichen Wirkung ausüben, als ob die Neue Schuldnerin in diesen Anleihebedingungen als Emittentin genannt worden wäre. Die Emittentin wird von ihren Verpflichtungen aus Schuldverschreibungen befreit.

(a) Nach einer Ersetzung gemäß dieses § 11 kann die Neue Schuldnerin ohne Zustimmung der Anleihegläubiger eine weitere Ersetzung durchführen. Die in § 11(1) und (2) genannten Bestimmungen finden entsprechende Anwendung. Bezugnahmen in diesen Anleihebedingungen auf die Emittentin gelten, wo der Zusammenhang dies erfordert, als Bezugnahmen auf eine derartige weitere Neue Schuldnerin.

(b) Nach einer Ersetzung gemäß dieses § 11 kann jede Neue Schuldnerin ohne Zustimmung der Gläubiger die Ersetzung entsprechend rückgängig machen.

(g) if applicable, the Substituted Debtor has appointed a process agent as its agent in Germany to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Notes; and

(h) legal opinions shall have been delivered to the Paying Agent (from whom copies will be available) from legal advisers of good standing selected by the Issuer in each jurisdiction in which the Issuer and the Substituted Debtor are incorporated confirming, as appropriate, that upon the substitution taking place the requirements according to subsections (a) to (g) above have been met.

"**Finance Subsidiary**" means any entity, where at least 99 per cent. of the voting rights and the capital are, directly or indirectly, held by the Issuer, which has the corporate purpose of raising financing and on-passing it to affiliates, and which registered office (*Sitz*) is located in a member state of the European Economic Area.

(2) *Further substitution; consequences of a substitution and references*. (a) Upon such substitution, the Substituted Debtor shall succeed to, and be substituted for, and may exercise every right and power, of the Issuer under the Notes with the same effect as if the Substituted Debtor had been named as the Issuer herein, and the Issuer shall be released from its obligations under the Notes.

(a) After a substitution pursuant to this § 11, the Substituted Debtor may, without the consent of Holders, effect a further substitution. All the provisions specified in § 11(1) and (2) shall apply *mutatis mutandis*, and references in these Terms and Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substituted Debtor.

(b) After a substitution pursuant to this § 11 any Substituted Debtor may, without the consent of any Holder, reverse the substitution, *mutatis mutandis*.

§ 12
Begebung Weiterer Schuldverschreibungen, Ankauf und Entwertung

(1) *Begebung weiterer Schuldverschreibungen*. Die Emittentin ist, vorbehaltlich der Bestimmungen des § 11, berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit in jeder Hinsicht gleicher Ausstattung (gegebenenfalls mit Ausnahme des jeweiligen Begebungstags, des Verzinsungsbeginns, der ersten Zinszahlung und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf*. Die Emittentin und die Garantinnen sind berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin bzw. einer Garantin erworbenen Schuldverschreibungen können nach Wahl der Emittentin bzw. einer Garantin von ihr gehalten, weiterverkauft oder bei der Zahlstelle zwecks Entwertung eingereicht werden.

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

§ 12
Further Issues, Purchases and Cancellation

(1) *Further Issues*. Subject to § 11, 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 relevant issue date, interest commencement date, first interest payment date and/or issue price) so as to form a single series with the Notes.

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

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

§ 13
Änderung der Anleihebedingungen und der Garantie durch Beschlüsse der Gläubiger, Gemeinsamer Vertreter

(1) *Änderung der Anleihebedingungen*. Die Anleihebedingungen und die Garantie können mit Zustimmung der Emittentin und der Garantinnen durch Mehrheitsbeschluss der Gläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen ("**SchVG**") in seiner jeweils geltenden Fassung geändert werden. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Abs. 3 SchVG vorgesehenen Maßnahmen, durch Beschlüsse mit den in dem nachstehenden Absatz (2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.

(2) *Mehrheit*. Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit,

§ 13
Amendments of the Terms and Conditions and the Guarantee by Resolutions of Holders, Joint Representative

(1) *Amendment of the Terms and Conditions*. The Terms and Conditions and the Guarantee may be amended with consent of the Issuer and the Guarantors 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 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated under paragraph (2) below. A duly passed majority resolution shall be binding equally upon all Holders.

(2) *Majority*. Except as provided by the following sentence and *provided that* the quorum

beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, insbesondere in den Fällen des § 5 Abs. 3 Nr. 1 bis 9 SchVG, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (die "**Qualifizierte Mehrheit**").

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 paragraph 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 (the "**Qualified Majority**").

(3) *Abstimmung ohne Versammlung*. Vorbehaltlich Absatz (4) sollen Beschlüsse der Gläubiger ausschließlich durch eine Abstimmung ohne Versammlung nach § 18 SchVG gefasst werden. Die Aufforderung zur Stimmabgabe enthält nähere Angaben zu den Beschlüssen und den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. Die Ausübung der Stimmrechte ist von einer Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 16(4)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum Tag, an dem der Abstimmungszeitraum endet (einschließlich), nicht übertragbar sind, nachweisen.

(3) *Vote without a meeting*. Subject to paragraph (4), resolutions of the Holders shall exclusively be made by means of a vote without a meeting in accordance with Section 18 of the SchVG. The request for voting will provide for 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 the Holders together with the request for voting. The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 16(4)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such registration has been sent to (and including) the day the voting period ends.

(4) *Zweite Gläubigerversammlung*. Wird für die Abstimmung ohne Versammlung gemäß Absatz (3) die mangelnde Beschlussfähigkeit festgestellt, kann der Abstimmungsleiter eine Gläubigerversammlung einberufen, die als zweite Versammlung im Sinne des § 15 Abs. 3 Satz 3 SchVG anzusehen ist. Die Teilnahme an der zweiten Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Gläubiger-versammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 15(4)(i)(a) und (b) und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende

(4) *Second Holders' Meeting*. If it is ascertained that no quorum exists for the vote without meeting pursuant to paragraph (3), the scrutineer may convene a noteholders' meeting, which shall be deemed to be a second noteholders' meeting within the meaning of Section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second noteholders' meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second noteholders' meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 15(4)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and

der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

including) the day such registration has been sent to (and including) the stated end of the noteholders' meeting.

(5) *Gemeinsamer Vertreter*. Die Gläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der "**Gemeinsame Vertreter**"), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Gläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen gemäß Absatz (2) zuzustimmen.

(5) *Holders' Representative*. 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 paragraph (2) hereof, to a material change in the substance of the Terms and Conditions.

(6) *Veröffentlichung*. Bekanntmachungen betreffend diesem § 13 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

(6) *Publication*. Any notices concerning this § 13 shall be made exclusively pursuant to the provisions of the SchVG.

§ 14
Mitteilungen

§ 14
Notices

(1) *Mitteilungen an die Gläubiger*. Alle Bekanntmachungen, die die Schuldverschreibungen betreffen, außer den in § 13(6) vorgesehenen Bekanntmachungen, die ausschließlich gemäß den Bestimmungen des SchVG erfolgen, werden im Bundesanzeiger und auf der Internet-Seite der Luxemburger Börse unter www.bourse.lu veröffentlicht. Für das Datum und die Rechtswirksamkeit sämtlicher Bekanntmachungen ist die erste Veröffentlichung maßgeblich.

(1) *Notification to the Holders*. All notices regarding the Notes, other than any notices stipulated in in § 13(6) which shall be made exclusively pursuant to the provisions of the SchVG, will be published in the Federal Gazette (*Bundesanzeiger*) and on the website of the Luxembourg Stock Exchange on www.bourse.lu. Any notice will become effective for all purposes on the date of the first such publication.

(2) *Mitteilungen über das Clearingsystem*. Die Emittentin ist berechtigt, alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Gläubiger zu übermitteln, sofern die Regularien der Börse, an der die Schuldverschreibungen notiert sind, dies zulassen.

(2) *Notification via Clearing System*. The Issuer will be entitled to deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders to the extent that the rules of the stock exchange on which the Notes are listed so permit.

(3) *Mitteilungen an die Emittentin*. Mitteilungen eines Gläubigers an die Emittentin haben in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende Erklärung in Textform übermittelt. Eine derartige Mitteilung kann von jedem Gläubiger gegenüber der Zahlstelle durch das Clearingsystem in der von der Zahlstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.

(3) *Notification to the Issuer*. Notices to be given by any Holder to the Issuer shall be made by means of a declaration in text form (*Textform*) to be delivered to the Paying Agent. Such notice may be given by any Holder to the Paying Agent through the Clearing System in such manner as the Paying Agent and the Clearing System may approve for such purpose.

§ 15
Anwendbares Recht, Erfüllungsort und Gerichtsstand, 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) *Erfüllungsort.* Erfüllungsort ist Frankfurt am Main, Deutschland.

(3) *Gerichtsstand.* Gerichtsstand für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstigen Verfahren ist, soweit rechtlich zulässig, Frankfurt am Main, Deutschland. Für Entscheidungen gemäß § 9 Abs. 2, § 13 Abs. 3 und § 18 Abs. 2 SchVG ist gemäß § 9 Abs. 3 SchVG das Amtsgericht Düsseldorf zuständig. Für Entscheidungen über die Anfechtung von Beschlüssen der Anleihegläubiger ist gemäß § 20 Abs. 3 SchVG das Landgericht Düsseldorf zuständig.

(4) *Gerichtliche Geltendmachung*. Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu sichern und geltend zu machen: (i) einer Bescheinigung der Depotbank, 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 Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, und (ii) einer Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person von dem Clearingsystem oder einer Verwahrstelle des Clearingsystems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die

§ 15
Governing Law, Place of Performance and Place of Jurisdiction, Enforcement

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

(2) *Place of Performance.* Place of performance is Frankfurt am Main, Germany.

(3) *Place of Jurisdiction.* To the extent legally permissible, the courts of Frankfurt am Main, Germany, will have jurisdiction for any actions or other legal proceedings arising out of or in connection with the Notes. The local court of Dusseldorf will have jurisdiction for all judgments in accordance with Section 9 paragraph 2, Section 13 paragraph 3 and Section 18 paragraph 2 SchVG in accordance with Section 9 paragraph 3 SchVG. The regional court in the district of Dusseldorf will have exclusive jurisdiction for all judgments over contested resolutions by Holders in accordance with Section 20 paragraph 3 SchVG.

(4) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the relevant Notes certified as being a true copy of the original Global Note 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

Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Depotgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich dem Clearingsystem. Unbeschadet der vorstehenden Bestimmungen ist jeder Gläubiger berechtigt, seine Rechte aus diesen Schuldverschreibungen auch auf jede andere im Land des Verfahrens zulässige Weise geltend zu machen.

respect of the Notes, including 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.

§ 16
Sprache

Diese Anleihebedingungen sind in deutscher Sprache abgefasst; eine Übersetzung in die englische Sprache ist beigefügt. Nur die deutsche Fassung ist rechtlich bindend. Die englische Übersetzung ist unverbindlich.

§ 16
Language

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

8. FORM OF GUARANTEE

Die deutsche Version dieser Garantie ist bindend. Die englische Übersetzung dient nur Informationszwecken.

The German version of the Guarantee is binding. The English version is only for convenience purposes.

GARANTIE

der

Wirecard Technologies GmbH
(Aschheim, Bundesrepublik Deutschland)

Wirecard Sales International Holding GmbH
(Aschheim, Bundesrepublik Deutschland)

Wirecard Payment Solutions Holdings Limited
(Dublin, Irland)

CardSystems Middle-East FZ-LLC
(Dubai, Vereinigte Arabische Emirate)

und

Wirecard Processing FZ-LLC
(Dubai, Vereinigte Arabische Emirate)
*(*jede eine "**Garantin**" und zusammen die "**Garantinnen**"*)*

zugunsten der Gläubiger der EUR 500.000.000 0,50% Schuldverschreibungen fällig 2024 der

Wirecard AG
(Aschheim, Bundesrepublik Deutschland)
*(*die „**Emittentin**“*)*

ISIN DE000A2YNQ58 (die "**Schuldverschreibungen**").

(1) Definition

Die in dieser Garantie (die "**Garantie**") verwendeten und nicht anders definierten Begriffe haben die ihnen in den Anleihebedingungen der Schuldverschreibungen zugewiesene Bedeutung.

(2) Garantie

(a) Die Garantinnen übernehmen gegenüber der Deutsche Bank Aktiengesellschaft (die "**Zahlstelle**") zugunsten jedes Inhabers von Schuldverschreibungen (jeweils ein "**Gläubiger**") gesamtschuldnerisch die unbedingte und unwiderrufliche Garantie (nach Maßgabe der Bestimmungen gemäß Ziffer 6 dieser Garantie) für die ordnungsgemäße und pünktliche Zahlung aller nach Maßgabe der Anleihebedingungen von der Emittentin auf die Schuldverschreibungen zu zahlenden Beträge. Diese Garantie begründet eine selbständige Verpflichtung der Garantinnen (keine Bürgschaft), deren Bestand unabhängig von der rechtlichen Beziehung zwischen der Emittentin und den Gläubigern ist, und die insbesondere nicht von der

GUARANTEE

of

Wirecard Technologies GmbH
(Aschheim, Federal Republic of Germany)

Wirecard Sales International Holding GmbH
(Aschheim, Federal Republic of Germany)

Wirecard Payment Solutions Holdings Limited
(Dublin, Ireland)

CardSystems Middle-East FZ-LLC
(Dubai, United Arab Emirates)

and

Wirecard Processing FZ-LLC
(Dubai, United Arab Emirates)
*(*each a "**Guarantor**" and together the "**Guarantors**")

for the benefit of the holders of the EUR 500,000,000 0.50 per cent. Notes due 2024 issued by

Wirecard AG
(Aschheim, Federal Republic of Germany)
(the "**Issuer**")

ISIN DE000A2YNQ58 (the "**Notes**").

(1) Definitions

Terms used in this guarantee (the "**Guarantee**") and not otherwise defined herein shall have the meaning attributed to them in the Terms and Conditions of the Notes.

(2) Guarantee

(a) The Guarantors unconditionally, irrevocably, jointly and severally (*gesamtschuldnerisch*) guarantee (subject to the provisions in Clause 6 of this Guarantee) towards Deutsche Bank Aktiengesellschaft (the "**Paying Agent**") amounts payable by the Issuer in respect of the Notes pursuant to the Terms and Conditions. This Guarantee constitutes an independent obligation of the Guarantors, which is independent from the legal relationship between the Issuer and the Holders, and which is in particular independent from the validity or

Wirksamkeit oder der Durchsetzbarkeit der Anspruche gegen die Emittentin aus den Schuldverschreibungen abhängt.

the enforceability of the claims against the Issuer under the Notes.

(b) Diese Garantie begründet unmittelbare und nicht nachrangige Verbindlichkeiten jeder Garantin, die mindestens im gleichen Rang mit allen anderen gegenwärtigen und zukünftigen nicht nachrangigen und nicht besicherten Verbindlichkeiten der betreffenden Garantin stehen, soweit solche Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmung en ein Vorrang eingeräumt wird. Zugleich mit der Erfüllung einer Zahlungsverpflichtung einer Garantin zugunsten eines Gläubigers aus der Garantie erlischt das jeweilige garantierte Recht eines Gläubigers aus den Anleihebedingungen.

(b) This Guarantee constitutes direct and unsubordinated obligations of each Guarantor ranking at least pari passu with all other present and future unsecured and unsubordinated obligations of the respective Guarantor, unless such obligations are accorded priority under mandatory provisions of statutory law. Upon discharge of any payment obligation of a Guarantor subsisting under the Guarantee in favour of any Holder, the relevant guaranteed right of such Holder under the Terms and Conditions will cease to exist.

(c) Diese Garantie stellt einen Vertrag zugunsten der jeweiligen Gläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB dar, so dass ausschließlich die jeweiligen Gläubiger Erfüllung der Garantie unmittelbar von den Garantinnen verlangen und die Garantie unmittelbar gegen die Garantinnen durchsetzen können.

(c) The Guarantee constitutes a contract in favour of the respective Holders as third party beneficiaries pursuant to § 328(1) of the German Civil Code (*Bürgerliches Gesetzbuch*) so that only the respective Holders will be entitled to claim performance of the Guarantee directly from the Guarantors and to enforce the Guarantee directly against the Guarantors.

(d) Im Falle einer Ersetzung der Emittentin durch eine Neue Schuldnerin gemäß § 11 der Anleihebedingungen erstreckt sich diese Garantie auf sämtliche von der Neuen Schuldnerin gemäß den Anleihebedingungen zu zahlenden Beträge. Dies gilt auch dann, wenn die Neue Schuldnerin die Verpflichtungen aus den Schuldverschreibungen unmittelbar von einer Garantin übernommen hat.

(d) In the event of a substitution of the Issuer by a Substituted Debtor pursuant to § 11 of the Terms and Conditions, this Guarantee shall extend to any and all amounts payable by the Substituted Debtor pursuant to the Terms and Conditions. The foregoing shall also apply if the Substituted Debtor shall have assumed the obligations arising under the Notes directly from a Guarantor.

(3) Negativverpflichtung

(3) Negative Pledge

(a) Jede Garantin verpflichtet sich, solange noch Kapital- oder Zinsbeträge aus den Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle auf die Schuldverschreibungen gemäß diesen Anleihebedingungen zu zahlenden Beträge an Kapital und Zinsen dem Clearingsystem zur Verfügung gestellt worden sind, ihr gegenwärtiges oder zukünftiges Vermögen weder ganz noch teilweise mit Grundpfandrechten, Pfandrechten oder sonstigen dinglichen Sicherungsrechten (zusammen die "**dinglichen Sicherheiten**") zur Besicherung von gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten der Emittentin, einer Garantin oder eines Dritten zu belasten oder solche dinglichen Sicherheiten zu einem solchen Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit in gleicher Weise und im gleichen Verhältnis teilnehmen zu lassen.

(a) Each Guarantor undertakes that so long as any amounts of principal or interest remain outstanding under the Notes, but only up to the time all amounts payable to Holders under the Notes in accordance with these Terms and Conditions have been placed at the disposal of the Clearing System, not to create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance, (together, "**Encumbrances**"), upon any or all of its present or future assets as security for any present or future Capital Market Indebtedness of the Issuer, any Guarantor or any third party without having the Holders at the same time share equally and rateably in such security.

(b) Die Verpflichtung nach diesem § 3(a) besteht jedoch nicht für solche dingliche Sicherheiten, (i) die gesetzlich vorgeschrieben sind, oder (ii) die als Voraussetzung für staatliche Genehmigungen verlangt

(b) The undertaking pursuant to § 3(a) shall not apply to Encumbrances (i) which are mandatory according to applicable laws, or (ii) which are required as a prerequisite for governmental

werden, oder (iii) die von einer Gesellschaft der Gruppe an Forderungen bestellt werden, die ihr aufgrund der Weiterleitung von aus dem Verkauf von Wandelschuldverschreibungen erzielten Erlösen gegen Gesellschaften der Gruppe oder sonstige Dritte gegenwärtig oder zukünftig zustehen, sofern solche Sicherheiten der Besicherung von Verpflichtungen aus den Wandelschuldverschreibungen dienen, oder (iv) die eine im Zeitpunkt einer zukünftigen Akquisition bestehende Kapitalmarktverbindlichkeit des erworbenen Unternehmens besichern, die infolge der zukünftigen Akquisition eine Verpflichtung der Emittentin oder einer Gesellschaft der Gruppe wird, sofern diese Kapitalmarktverbindlichkeit nicht im Hinblick auf diese zukünftige Akquisition begründet wurde, oder (v) die der Erneuerung, Verlängerung oder Ersetzung irgendeiner dinglichen Sicherheiten gemäß vorstehend (i) bis (iv) dienen.

approvals, or (iii) which are provided by any member of the Group upon any claims of such member against any other member of the Group or any third party, which claims exist now or arise at any time in the future as a result of the passing on of the proceeds from the sale by the member of any convertible bonds, provided that any such security serves to secure obligations under such convertible bonds, or (iv) which secures Capital Market Indebtedness of an acquired enterprise existing at the time of any future acquisition that becomes an obligation of the Issuer or any member of the Group as a consequence of such future acquisition, provided that such Capital Market Indebtedness was not created in contemplation of such future acquisition, or (v) for the renewal, extension or replacement of any Encumbrances pursuant to foregoing (i) through (iv).

Um Zweifel hinsichtlich sogenannter Asset-Backed-Finanzierungen einer Garantin oder einer ihrer Tochtergesellschaften zu vermeiden, schließt der in diesem § 3 benutzte Begriff "Vermögen" nicht solche Vermögensgegenstände einer Garantin mit ein, die im Einklang mit den Gesetzen und in der Bundesrepublik Deutschland anerkannten Regeln der Bilanzierung und Buchführung oder den jeweils anwendbaren Gesetzen und anerkannten Regeln der Bilanzierung und Buchführung nicht in den Bilanzen einer Garantin oder einer ihrer Tochtergesellschaften ausgewiesen werden müssen und darin auch nicht ausgewiesen werden.

For the avoidance of doubt in respect of asset-backed financings originated by any Guarantor or any of its Subsidiaries, the expression "assets" as used in this § 3 does not include assets of the Guarantor which, pursuant to the requirements of law and accounting principles generally accepted in the Federal Republic of Germany or such other applicable law and accepted accounting principles generally, as the case may be, need not, and are not, reflected in a Guarantors' or any of its Subsidiaries' balance sheets.

(c) "**Kapitalmarktverbindlichkeiten**" bezeichnet jede Verbindlichkeit aus aufgenommenen Geldern, die durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen organisierten Markt notiert oder gehandelt werden oder notiert oder gehandelt werden können, verbrieft, verkörpert oder dokumentiert sind, sowie Namensschuldverschreibungen und Schuldscheindarlehen sowie jede Garantie oder sonstige Gewährleistung einer solchen Verbindlichkeit.

(c) "**Capital Markets Indebtedness**" means any obligation for the payment of borrowed money which is, in the form of, or represented or evidenced by, bonds or other securities which are, or are capable of being, listed, quoted, dealt in or traded on any stock exchange or in any organised market, any registered note (*Namensschuldverschreibung*) and certificates of indebtedness (*Schuldscheindarlehen*) and any guarantee or other indemnity in respect of such obligation.

(e) Entsteht für eine Garantin eine Verpflichtung zur Besicherung der Schuldverschreibungen gemäß diesem § 3, so ist die betreffende Garantin berechtigt, diese Verpflichtung dadurch zu erfüllen, dass sie ein Sicherungsrecht an dem jeweiligen Sicherungsgegenstand zugunsten eines Sicherheitentreuhänders bestellt, und zwar in einer Weise, dass der Sicherheitentreuhänder diesen Sicherungsgegenstand dinglich oder, falls rechtlich nicht möglich, aufgrund schuldrechtlicher Vereinbarung gleichrangig zugunsten der Gläubiger der Schuldverschreibungen und der Gläubiger derjenigen Kapitalmarktverbindlichkeit hält, die aufgrund der Besicherung zur Bestellung dieses

(e) Whenever a Guarantor becomes obligated to secure the Notes pursuant to this § 3, such Guarantor shall be entitled to discharge such obligation by providing a security interest in the relevant collateral to a security trustee, such security trustee to hold such collateral and the security interest that gave rise to the creation of such collateral, equally, for the benefit of the Holders and the holders of the Capital Market Indebtedness secured by the security interest that gave rise to the creation of such security interest in such collateral, such equal rank to be created *in rem* or, if impossible to create *in rem*, contractually.

Sicherungsrechts an dem betreffenden Sicherungsgegenstand führte.

(4) Steuern

(a) Alle in Bezug auf diese Garantie zu zahlenden Beträge werden ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder Abgaben gleich welcher Art gezahlt, die von oder im Namen von der Bundesrepublik Deutschland ("**Deutschland**") (in Bezug auf die Wirecard Technologies GmbH und die Wirecard Sales International Holding GmbH) oder Irland (in Bezug auf Wirecard Payment Solutions Holdings Limited) oder die Vereinigten Arabischen Emirate (in Bezug auf Wirecard Processing FZ-LLC und CardSystems Middle-East FZ-LLC) (jeweils eine "**maßgebliche Steuerjurisdiktion**") oder einer jeweiligen steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde eines dieser Länder im Wege des Einbehalts oder Abzugs an der Quelle auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.

(b) Ist ein Einbehalt oder Abzug in Bezug auf zu zahlende Beträge auf die Garantie gesetzlich vorgeschrieben, so werden die betreffende Garantin diejenigen zusätzlichen Beträge (die "**Zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug erhalten worden wären; eine Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für Steuern oder Abgaben:

(i) die anders als durch Einbehalt oder Abzug in Bezug auf Zahlungen, welche eine Garantin an den Gläubiger leistet, zu entrichten sind; oder

(ii) die von einer als Depotbank oder Inkassobeauftragte im Namen eines Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass eine Garantin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Einbehalt oder Abzug vornimmt; oder

(iii) die aufgrund einer bestehenden oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu Deutschland, den Irland oder den Vereinigten Arabischen Emiraten zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in Deutschland, Irland oder den Vereinigten Arabischen Emiraten stammen (oder für

(4) Taxes

(a) All amounts payable in respect of the Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied at source by way of withholding or deduction by or on behalf of the Federal Republic of Germany ("**Germany**") (with regard to Wirecard Technologies GmbH and Wirecard Sales International Holding GmbH) or Ireland (with regard to Wirecard Payment Solutions Holdings Limited) or the United Arab Emirates (with regard to Wirecard Processing FZ-LLC and CardSystems Middle-East FZ-LLC) (each a "**Relevant Taxing Jurisdiction**") or any respective political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

(b) Payments of Additional Amounts. If such withholding or deduction with respect to amounts payable in respect of the Guarantee is required by law, the relevant Guarantor will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

(i) are payable otherwise than by withholding or deduction from payments, made by a Guarantor, as the case may be, to the Holder, or

(ii) 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 withholding or deduction by a Guarantor, as the case may be, from payments of principal or interest made by it, or

(iii) are payable by reason of the Holder having, or having had, some personal or business relation to Germany, Ireland or the United Arab Emirates 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,

Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(iv) die durch eine Zahlstelle von der Zahlung einzubehalten oder abzuziehen sind, wenn die Zahlung von einer anderen Zahlstelle ohne einen solchen Einbehalt oder Abzug hätte vorgenommen werden können; oder

(v) die in Zusammenhang mit einer Zahlung von einer Zahlstelle in Luxemburg an eine in Luxemburg ansässige Person entsprechend des Gesetzes vom 23. Dezember 2005 in der jeweils gültigen Fassung zu zahlen sind; oder

(vi) die wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung wirksam wird; oder

(vii) die aufgrund jeglicher Kombination der Absätze (i) bis (vi) zu entrichten sind.

(c) Zudem werden keine Zusätzlichen Beträge im Hinblick auf Zahlungen auf die Garantie an einen Gläubiger gezahlt, welcher die Zahlung als Treuhänder oder Personengesellschaft oder als sonstiger nicht alleiniger wirtschaftlicher Eigentümer der Zahlung erhält, soweit nach den Gesetzen der maßgeblichen Steuerjurisdiktion eine solche Zahlung für Steuerzwecke dem Einkommen des Begünstigten bzw. Gründers eines Treuhandvermögens oder eines Gesellschafters der Personengesellschaft zugerechnet würde, der jeweils selbst nicht zum Erhalt von Zusätzlichen Beträgen berechtigt gewesen wäre, wenn der Begünstigte, Gründer eines Treuhandvermögens, Gesellschafter oder wirtschaftliche Eigentümer selbst Gläubiger der Garantie wäre.

(d) Zur Klarstellung wird festgehalten, dass die in Deutschland gemäß dem zum Begebungstag geltenden Steuerrecht auf der Ebene der Depotbank erhobene Kapitalertragsteuer zuzüglich des darauf anfallenden Solidaritätszuschlags sowie Kirchensteuer, soweit eine solche im Wege des Steuerabzugs erhoben wird, keine Steuern oder Abgaben der vorstehend beschriebenen Art darstellen, für die von einer Garantin Zusätzliche Beträge zu zahlen wären.

(e) Ungeachtet sonstiger hierin enthaltener Bestimmungen, darf eine Garantin Beträge, die gemäß einer beschriebenen Vereinbarung in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") erforderlich sind oder die anderweitig aufgrund der Sections 1471 bis 1474 des Codes (oder jeder Änderung oder Nachfolgeregelung), der Regelungen oder Verträge darunter, der offiziellen Auslegungen davon oder jeglicher rechtsausführender und zwischenstaatlicher Zusammenarbeit dazu beruhen, einbehalten oder abziehen ("**FATCA Quellensteuer**"). Die Garantinnen sind aufgrund einer durch die

Germany, Ireland or the United Arab Emirates, or

(iv) are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction, or

(v) are imposed on a payment by a Luxembourg paying agent to an individual resident in Luxembourg pursuant to the Law of 23 December 2005, as amended; or

(vi) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or

(vii) are payable due to any combination of items (i) to (vi),

(c) nor shall any Additional Amounts be paid with respect to any payment on the Guarantee to a Holder who is a fiduciary or partnership or who is other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the Relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of the Guarantee.

(d) For the avoidance of doubt, the withholding tax levied in Germany at the level of the custodian bank plus the solidarity surcharge imposed thereon as well as church tax, where such tax is levied by way of withholding, pursuant to tax law as in effect as of the Issue Date do not constitute a tax or duty as described above in respect of which Additional Amounts would be payable by a Guarantor.

(e) Notwithstanding any other provisions contained herein, a Guarantor shall be permitted to withhold or deduct any amounts required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any amended or successor provisions), any regulations or agreements thereunder, official interpretations thereof, or any law implementing any intergovernmental approach thereto ("**FATCA Withholding**"). The

Emittentin, eine Garantin, eine Zahlstelle oder eine andere Partei abgezogenen oder einbehaltenen FATCA Quellensteuer nicht zur Zahlung zusätzlicher Beträge oder anderweitig zur Entschädigung eines Investors verpflichtet.

(f) Falls eine Garantin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung dieser Garantin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sollen die Bezugnahmen in dieser Ziffer (4) auf die Rechtsordnung einer Garantin als Bezugnahmen auf die Rechtsordnung der betreffenden Garantin und/oder diese anderen Rechtsordnungen gelesen und ausgelegt werden.

(5) Zahlstelle

Die Zahlstelle handelt nicht als Treuhänder oder in einer ähnlichen Eigenschaft für die Gläubiger.

(6) Durchsetzungsbeschränkungen - Deutschland

(a) Im Falle einer deutschen Garantin in Rechtsform einer Gesellschaft mit beschränkter Haftung (eine "**Deutsche Garantin**"), soll die Vollstreckung der Garantie und die Freistellung, welche gegen die Deutsche Garantin unter dieser Garantie gewährt wird, beschränkt werden, wenn und soweit die jeweilige Deutsche Garantin für die Verpflichtungen eines mit ihr nach § 15 AktG verbundenen Unternehmen (mit Ausnahme einer Tochtergesellschaft der Deutschen Garantigeberin) garantiert (eine Upstream-/Crosstream Garantie) und die Vollstreckung der Garantie dazu führen würde, dass (A) das Vermögen der deutschen Garantin (dessen Berechnung alle in § 266 Abs. 2 A, B, C, D und E des Handelsgesetzbuchs genannten Posten umfasst) abzüglich der Verbindlichkeiten der deutschen Garantin (deren Berechnung alle in § 266 Abs. 3 B, C, D und E des Handelsgesetzbuchs genannten Posten umfasst, unter Berücksichtigung der Beträge, die nach § 268 Abs. 8 des Handelsgesetzbuchs einer gesetzlichen Ausschüttungssperre unterliegen, aber – zur Vermeidung von Zweifeln – ohne Berücksichtigung der Verbindlichkeiten aus dieser Garantie) (das „Nettovermögen“) geringer als das jeweilige eingetragene Stammkapital (Begründung einer Unterbilanz) ist oder (B) (wenn das Nettovermögen der Deutschen Garantin bereits niedriger ist als ihr jeweiliges Stammkapital) zu einer weiteren Vertiefung dieses Defizits führen würde (Vertiefung einer Unterbilanz) und dies in beiden Fällen zu einem Verstoß gegen die Bestimmungen der §§ 30 ff. des GmbH-Gesetzes führt.

Guarantors will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, a Guarantor, any paying agent or any other party.

(f) If at any time a Guarantor becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of that Guarantor, as the case may be, references in this Clause (4) to the jurisdiction of such Guarantor shall be read and construed as references to the jurisdiction of the relevant Guarantor, as the case may be, and/or to such other jurisdiction(s).

(5) Paying Agent

The Paying Agent does not act in a fiduciary or in any other similar capacity for the Holders.

(6) Limitations on Enforcement - Germany

(a) In the case of a Guarantor incorporated in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) (a "**German Guarantor**") the enforcement of the guarantee and indemnity granted pursuant to this Guarantee against such German Guarantor shall be limited if and to the extent that the relevant German Guarantor guarantees obligations of an affiliated company (*verbundenes Unternehmen*) of such German Guarantor within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) (other than any of the German Guarantor's subsidiaries) (an upstream-/crosstream guarantee) and that, in such case, the enforcement of the Guarantee (A) would cause the German Guarantor's assets (the calculation of which shall include all items set forth in Section 266 (2) A, B, C, D and E of the German Commercial Code (*Handelsgesetzbuch*)) less the German Guarantor's liabilities (the calculation of which shall include all items set forth in Section 266 (3) B, C, D and E of the German Commercial Code, taking into account any amounts which are subject to legal dividend payment restrictions (*Ausschüttungssperre*) pursuant to Section 268 (8) of the German Commercial Code, but shall, for the avoidance of doubt, exclude the liabilities under this Guarantee) (the "**Net Assets**") to be less than its respective registered share capital (*Stammkapital*) (*Begründung einer Unterbilanz*) or (B) (if the German Guarantor's Net Assets are already less than its respective registered share capital) would cause such deficit to be further increased (*Vertiefung einer Unterbilanz*), resulting, in either case, in a contravention of the provisions

(b) Soweit gesetzlich zulässig, wird eine Deutsche Garantin außerdem, sofern sie nach der Vollstreckung der Garantie über ein Nettovermögen verfügt, dass nicht größer ist ihr Stammkapitals, alle ihre in der Bilanz ausgewiesenen Vermögenswerte mit einem Buchwert, der deutlich unter dem Marktwert des Vermögenswertes liegt, realisieren, soweit solche Vermögenswerte für die Geschäftstätigkeit der Deutschen Garantin nicht erforderlich (betriebsnotwendig) sind.

(c) Die Verwertung der Garantie soll anfänglich gemäß vorstehendem Absatz (a) ausgeschlossen sein, wenn nicht spätestens dreißig Tage nach eine Benachrichtigung des Gläubigers, wonach eine Zahlung unter der Garantie zu leisten ist, die Geschäftsführer des deutschen Garantiegebers in schriftlicher Form dem Gläubiger bestätigt haben,

(i) in wie weit die Garantie eine upstream oder crossstream Garantie wie unter Absatz (a) oben beschrieben ist; und

(ii) welcher Betrag einer solchen crossstream und/oder upstream Garantie nicht vollstreckt werden kann, weil dadurch das Nettovermögen der deutschen Garantin geringer ist als ihr jeweiliges Stammkapital,

(die "**Geschäftsführerbestätigung**") und diese Bestätigung wird durch eine hinreichend zufriedenstellende Berechnung untermauert, vorausgesetzt, dass der Gläubiger in jedem Fall berechtigt ist, die Garantie für alle Beträge zu verwerten, bei denen eine solche Verwertung nach der Geschäftsführerbestätigung nicht dazu führen würde, dass das Nettovermögen der Deutschen Garantin den Betrag ihres jeweiligen Stammkapitals unterschreitet (oder einer Unterbilanz vertieft wird).

(d) Nach Erhalt einer Geschäftsführerbestätigung durch den jeweiligen Gläubiger ist jede weitere Vollstreckung der Garantie (d.h. jede Vollstreckung, auf die der Gläubiger nicht bereits nach Absatz (c) Anspruch hat) gemäß vorstehendem Absatz (a) für einen Zeitraum von nicht mehr als sechzig Tagen ausgeschlossen. Soweit der Gläubiger innerhalb der Frist von sechzig Tagen (A) eine aktuelle Bilanz zusammen mit (B) einer Bestätigung, die jeweils von Wirtschaftsprüfern der betreffenden Deutschen Garantin mit internationalem Standard und internationaler Reputation erstellt wird, welche entweder die Geschäftsführerbestätigung bestätigt oder Abweichungen von der Geschäftsführerbestätigung aufzeigt (die "**Wirtschaftsprüferbestätigung**") erhält,

of Section 30 et seq. of the German Act on Limited Liability Companies (*GmbH-Gesetz*).

(b) In addition, a German Guarantor shall realise, to the extent legally permitted, in a situation where after enforcement of the Guarantee the German Guarantor would not have Net Assets in excess of its respective registered share capital, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the asset if such asset is not necessary for the German Guarantor's business (*betriebsnotwendig*).

(c) The enforcement of the Guarantee shall initially be excluded pursuant to paragraph (a) above if no later than thirty days following a demand by a Holder to make a payment under the Guarantee, the managing directors on behalf of the German Guarantor have confirmed in writing to the Holder;

(i) to what extent the Guarantee granted hereunder is an up-stream or cross-stream guarantee as described in paragraph (a) above; and

(ii) which amount of such cross-stream and/or up-stream guarantee cannot be enforced as it would cause the Net Assets of the German Guarantor to be less than its respective registered share capital,

(the "**Management Determination**") and such confirmation is supported by a reasonably satisfactory calculation provided that a Holder shall in any event be entitled to enforce the Guarantee for any amounts where such enforcement would, in accordance with the Management Determination, not cause the German Guarantor's Net Assets to be less than (or to fall further below) the amount of its respective registered share capital.

(d) Following the relevant Holder's receipt of a Management Determination, any further enforcement of the Guarantee (i.e. any enforcement to which the Holder is not already entitled to pursuant to paragraph (c)) shall be excluded pursuant to paragraph (a) above for a period of no more than sixty days. If the Holder receives within such sixty day period (A) an up-to date balance sheet together with (B) a determination in each case prepared by auditors of international standard and reputation appointed by the relevant German Guarantor either confirming the Management Determination or setting out deviations from the Management Determination (the "**Auditor's**

ist die weitere Vollstreckung der Garantie begrenzt, wenn und soweit eine solche Vollstreckung nach der Wirtschaftsprüferbestätigung dazu führen würde, dass das Nettovermögen der Deutschen Garantin den nach Absatz (a) berechneten Betrag ihre jeweiligen Stammkapital unterschreitet (oder zur Vertiefung einer Unterbilanz führen würde). Wenn die Deutsche Garantin die Wirtschaftsprüferbestätigung nicht innerhalb von sechzig Tagen nach der Geschäftsführerbestätigung vorlegt, ist der Gläubiger berechtigt, die Garantie ohne Beschränkung oder Restriktion zu verwerten.

Determination"), the further enforcement of the Guarantee shall be limited, if and to the extent such enforcement would, in accordance with the Auditor's Determination cause the German Guarantor's Net Assets to be less than (or to fall further below) the amount of its respective registered share capital in each case as calculated in accordance with paragraph (a) above. If the German Guarantor fails to deliver an Auditor's Determination within 60 days after receipt of the Management Determination, the Holder shall be entitled to enforce the Guarantee without any limitation or restriction.

(e) Die vorstehend unter Absatz (a) genannte Beschränkung soll nicht gelten (oder, falls zutreffende, nicht mehr gelten):

(e) The limitations set out in paragraph (a) above shall not apply (or, as the case may be, shall cease to apply:

(i) wenn und soweit die betreffende Deutsche Garantin Beträge garantiert, die unter der Schuldverschreibung ausgezahlt wurden, und die der Deutschen Garantin von Zeit zur Zeit zur Verfügung gestellt werden;

(i) if and to the extent the relevant German Guarantor guarantees any amounts raised under the Notes which have been on-lent to such German Guarantor from time to time;

(ii) wenn und soweit ein Beherrschungsvertrag und/oder ein Gewinnabführungsvertrag zwischen der jeweiligen Deutschen Garantin und einem verbundenen Unternehmen (das keine Tochtergesellschaft der Deutschen Garantin ist), deren Verpflichtungen unter dieser Garantie garantiert wird, besteht; oder

(ii) if and when a domination agreement (*Beherrschungsvertrag*) and/or a profit absorption agreement (*Gewinnabführungsvertrag*), is or becomes effective between the relevant German Guarantor and the affiliate (which is not a Subsidiary of that German Guarantor) whose obligations are guaranteed under the Guarantee; or

(iii) wenn und soweit aus einem anderen Grund die Unterbilanz wie vorstehend unter Absatz (a) genannt, nicht zu einem Verstoß gegen die Pflichten des deutschen Garantiegeber zur Aufrechterhaltung seines eingetragenen Stammkapitals gem. §§ 30 ff GmbHG führt.

(iii) if and to the extent for any other reason the deficit (*Unterbilanz*) referred to in paragraph (a) above does not constitute a breach of the German Guarantor's obligations to maintain its registered share capital pursuant to Sections 30 et seq. of the German Act on Limited Liability Companies (*GmbH-Gesetz*).

(7) Durchsetzungsbeschränkungen - Irland

(7) Limitations on Enforcement - Ireland

(a) Ungeachtet anderslautender Bestimmungen in dieser Garantie, gelten die Garantien, Zusagen, Haftungen und Verpflichtungen für eine Garantin mit Sitz in Irland als nicht übernommen oder entstanden, soweit diese:

(a) Notwithstanding anything to the contrary in this Guarantee, the guarantees, undertakings, liabilities and obligations of a Guarantor incorporated in Ireland shall be deemed not to have been undertaken or incurred to the extent that the same would:

(i) eine rechtswidrige finanzielle Unterstützung, welche nach § 82 des Companies Act 2014 Irlands (in der jeweils gültigen Fassung, der "**Irish Companies Act**") (oder einer entsprechenden Bestimmungen eines anderen anwendbaren Rechts) verboten wäre darstellen würde; oder

(i) constitute unlawful financial assistance prohibited by Section 82 of the Companies Act 2014 of (as amended, updated and supplemented from time to time) (the "**Irish Companies Act**") (or any analogous provision of any other applicable law); or

(ii) einen Verstoß gegen § 239 des Companies Act (oder einer entsprechenden Bestimmung eines anderen anwendbaren Rechts) begründen würde.

(b) Zur Klarstellung, soweit für solche Garantien, Zusagen, Haftungen und Verpflichtungen gemäß dem Summary Approval Procedure nach Kapitel 7 des 4. Teils des Irish Companies Act (oder einem entsprechenden Validierungsprozess eines anderen anwendbaren Rechts) bestätigt worden ist, dass diese keinen Verstoß gegen § 82 des Irish Companies Act (oder einer entsprechenden Bestimmung eines anderen anwendbaren Rechts) wegen einer rechtswidrigen finanziellen Unterstützung darstellen und soweit gemäß § 202 des Irish Companies Act bestätigt ist (oder einem entsprechenden Validierungsprozess eines anderen anwendbaren Rechts), dass diese keinen Verstoß gegen § 239 des Irish Companies Act (oder einer entsprechenden Bestimmung eines anderen anwendbaren Rechts) darstellen.

(8) Durchsetzungsbeschränkungen – UAE

(a) Für die Zwecke dieser Klausel 8, meint "**UAE Civil Code**" das Bundesrecht Nr. 5 von 1985 (in seiner geänderten Fassung) der Vereinigten Arabischen Emirate.

(b) Soweit ein Gericht die Artikel 1080, 1089, 1092, 1101 und/oder 1105 des UAE Civil Code für auf die Pflichten der Garantinnen unter dieser Garantie anwendbar hält, vereinbart jede Garantin, dass die Voraussetzungen der Artikel 1080, 1089, 1092, 1101 und/oder 1105 des UAE Civil Code auf ihre Verpflichtungen unter dieser Garantie nicht anwendbar sein sollen und insoweit § 1092 betroffen ist, dass kein Gläubiger verpflichtet sein soll, eine Forderung innerhalb von sechs Monaten gemäß den Bedingungen dieses Artikels gelten zu machen.

(9) Handlungen zwischen Garantinnen

Eine Garantin darf eine Verschmelzung mit einer anderen Garantin eingehen oder auf andere Weise bestimmte oder sämtliche Verpflichtungen einer Garantin übernehmen. Jede Garantin darf frei bestimmte oder sämtliche ihrer Vermögensgegenstände auf eine andere Garantin übertragen.

(10) Austritt einer Garantin

(a) Eine Garantin kann in ihrer Funktion als Garantin unter dem Kreditvertrag über einer EUR 1.750.000.000 revolvierenden Kreditfazilität datierend vom 15. Juni 2018 mit, unter anderen, der Emittentin als Darlehensnehmer, der ABN AMRO Bank N.V., der Commerzbank Aktiengesellschaft, der ING Bank N.V., eine Niederlassung der ING-

(ii) constitute a breach of Section 239 of the Irish Companies Act (or any analogous provision of any other applicable law).

(b) For the avoidance of any doubt to the extent that such guarantees, undertakings, liabilities and obligations have been validated under the Summary Approval Procedure as set out in Chapter 7 of Part 4 of the Irish Companies Act (or any analogous validation procedure under any applicable law) or can avail of any other exemption provided in the Irish Companies Act, they shall not constitute (i) unlawful financial assistance under Section 82 of the Irish Companies Act (or, as the case may be, the analogous provision) or (ii) a breach of Section 239 of the Irish Companies Act 2014 (or as the case may be, the analogous provision).

(8) Limitations on Enforcement - UAE

(a) For the purposes of this Clause 8, "**UAE Civil Code**" means Federal Law No. 5 of 1985 (as amended) of the United Arab Emirates.

(b) To the extent that a court should hold that articles 1080, 1089, 1092, 1101 and/or 1105 of the UAE Civil Code may be applicable to the obligations of any Guarantor under this Guarantee, each Guarantor expressly agrees that the provisions of these articles 1080, 1089, 1092, 1101 and 1105 of the UAE Civil Code shall not apply to the obligations of such Guarantor under this Guarantee and, insofar as article 1092 is concerned, that no Holder shall be obliged to make any demand within the six-month period mentioned in that article.

(9) Actions between Guarantors

Any Guarantor may merge with another Guarantor or otherwise assume any or all obligations of another Guarantor. Each Guarantor may freely transfer any or all of its assets to another Guarantor.

(10) Release of a Guarantor

(a) A Guarantor may be released in its capacity as a guarantor under the EUR 1,750,000,000 revolving credit facility agreement dated 15 June 2018 with, amongst others, the Issuer as borrower, ABN AMRO Bank N.V., Commerzbank Aktiengesellschaft, ING Bank N.V., a branch of ING-DiBa AG and

DiBa AG und der Landesbank Baden-Württemberg als Arrangeuren und der Commerzbank Aktiengesellschaft als Konsortialführer (in der jeweils gültigen Fassung, angepasst, modifiziert, erweitert, erneuert und/oder ergänzt oder refinanziert oder ersetzt) (die "**Revolvierende Kreditfazilität**") entlassen werden. Sollte eine Garantin nicht mehr Garantin unter der Revolvierenden Kreditfazilität sein, werden die Verpflichtungen dieser Garantin auch unter dieser Garantie ohne weitere Handlung und unbedingt freigegeben und gelten von diesem Zeitpunkt an als erloschen. Dies gilt nicht für Verpflichtungen dieser Garantin unter der Garantie, die bereits fällig und zahlbar geworden ist.

Landesbank Baden-Württemberg as mandated lead arrangers and Commerzbank Aktiengesellschaft as agent (as amended from time to time, a, modified, extended, restated and/or supplemented or refinanced or replaced) (the "**Revolving Facility Agreement**"). In the case that a Guarantor ceases to be a guarantor under the Revolving Facility Agreement, such Guarantor shall be automatically and unconditionally released from its obligations (which shall be deemed extinguished and void from that date) under this Guarantee (except for any payment obligation under the Guarantee which is already due and payable).

(b) Nach Freigabe einer Garantin gemäß dieser Klausel 10 hat die Emittentin die Zahlstelle unverzüglich zu benachrichtigen.

(b) Upon release of a Guarantor pursuant to this Clause 10, the Issuer shall give notice to the Paying Agent without undue delay.

(11) Verschiedenes

(11) Miscellaneous

(a) Diese Garantie unterliegt deutschem Recht.

(a) This Guarantee shall be governed by, and construed in accordance with, German law.

(b) Erfüllungsort ist München.

(b) Place of performance shall be Munich.

(c) Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit der Garantie entstehenden Klagen oder sonstige Verfahren ist das Landgericht München.

(c) The District Court (*Landgericht*) in Munich shall have nonexclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Guarantee.

(d) Jeder Gläubiger kann in jedem Rechtsstreit gegen eine Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine Rechte aus dieser Garantie auf der Grundlage einer von einer vertretungsberechtigten Person der Zahlstelle beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

(d) On the basis of a copy of this Guarantee certified as being a true copy by a duly authorised officer of the Paying Agent, each Holder may protect and enforce in its own name its rights arising under this Guarantee in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for presentation of this Guarantee in such proceedings.

(e) Die Zahlstelle verpflichtet sich, das Original dieser Garantie bis zur Erfüllung sämtlicher Verpflichtungen aus den Schuldverschreibungen und dieser Garantie zu verwahren.

(e) The Paying Agent agrees to hold the original copy of this Guarantee in custody until all obligations under the Notes and this Guarantee have been fulfilled.

(f) Sowohl Wirecard Payment Solutions als auch Cardsystems and Wirecard Processing bestellen jeweils Wirecard AG, Einsteinring 35, D-85609 Aschhheim als Zustellungsbevollmächtigte für Verfahren, die vor einem Gericht in Deutschland gebracht wurden oder werden.

(f) Each of Wirecard Payment Solutions, Cardsystems and Wirecard Processing appoints Wirecard AG, with current address at Einsteinring 35, 85609 Aschhheim, Germany, as its agent for service of process in any proceedings brought, or to be brought, in any court in the Federal Republic of Germany.

Für Änderungen der Bedingungen der Garantie durch Beschluss der Gläubiger mit Zustimmung der Garantinnen gilt § 13 der Anleihebedingungen entsprechend.

In relation to amendments of the terms of the Guarantee by resolution of the Holders with the consent of the Guarantors, § 13 of the Terms and Conditions applies mutatis mutandis.

Die deutsche Version dieser Garantie ist bindend. Die englische Übersetzung dient nur Informationszwecken.

Aschheim, ___ September 2019

Wirecard Technologies GmbH

Durch:

_____

Aschheim, ___ September 2019

Wirecard Sales International Holding GmbH

Durch:

_____

Dublin, ___ September 2019

Wirecard Payment Solutions Holdings Limited

Durch:

_____

Dubai, ___ September 2019

CardSystems Middle-East FZ-LLC

Durch:

_____

Dubai, ___ September 2019

Wirecard Processing FZ-LLC

Durch:

_____

Wir nehmen die Bedingungen der vorstehenden Garantie im Namen der Gläubiger ohne Obligo, Gewährleistung oder Haftung an.

Frankfurt am Main, ___ September 2019

Deutsche Bank Aktiengesellschaft

Durch:

_____

The German text of this Guarantee is binding. The English translation is for information purposes only.

Aschheim, ___ September 2019

Wirecard Technologies GmbH

By:

_____

Aschheim, ___ September 2019

Wirecard Sales International Holding GmbH

By:

_____

Dublin, ___ September 2019

Wirecard Payment Solutions Holdings Limited

By:

_____

Dubai, ___ September 2019

CardSystems Middle-East FZ-LLC

by:

_____

Dubai, ___ September 2019

Wirecard Processing FZ-LLC

by:

_____

We accept the terms of the above Guarantee on behalf of the Holders without recourse, warranty or liability.

Frankfurt am Main, ___ September 2019

Deutsche Bank Aktiengesellschaft

By:

_____

9. TAXATION

The following is a general description of certain tax consequences of Germany and the Grand-Duchy of Luxembourg ("**Luxembourg**") of the acquisition, ownership and sale of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. The following section only provides some very general information on the possible tax treatment. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular investor. This summary is based on the laws of Germany and Luxembourg currently in force and as applied on the date of this Offering Memorandum, which are subject to change, possibly with retroactive or retrospective effect.

Prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

PROSPECTIVE INVESTORS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES UNDER THE TAX LAWS APPLICABLE IN GERMANY AND LUXEMBOURG AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS

9.1. GERMANY

9.1.1. Income tax

(a) *Tax Residents*

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

(aa) *Taxation if the Notes are held as private assets (Privatvermögen)*

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

(i) *Income*

The Notes qualify as other capital receivables (*sonstige Kapitalforderungen*) in terms of Section 20 (1) no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Accordingly, payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to Section 20 (1) no 7 ITA.

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as positive or negative savings income in terms of Section 20 (2) sentence 1 no 7 ITA. If similar Notes kept or administered in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. Where the Notes are acquired and/or sold in a currency other than Euros, the acquisition costs will be converted into Euros at the time of acquisition, the sales proceeds will be converted into Euros at the time of sale and the difference will then be computed in Euros. If interest claims are disposed of separately (i.e. without the Notes), the proceeds from the sale are subject to taxation. The same applies to proceeds from the payment of interest claims if the Notes have been disposed of separately. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 18 January 2016, as amended from time to time, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the Issuer become insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible. The same shall apply where, based on an agreement with the depositary institution, the transaction costs are calculated on the basis of the sale proceeds taking into account a deductible amount. With respect to transaction costs

exceeding the sales proceeds and a bad debt loss, the German Federal Fiscal Court (*Bundesfinanzhof*) has objected the view expressed by the Federal Ministry of Finance. The Federal Ministry of Finance has updated the aforementioned tax decree with respect to transaction costs exceeding the sales proceeds by its decree dated 10 May 2019. However, the German Federal Ministry of Finance recently published a draft tax bill according to which capital losses suffered upon a bad debt loss or the sale of worthless assets shall be non-deductible from 2020 onwards.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

German withholding tax (*Kapitalertragsteuer*)

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are kept or administrated in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes (e.g. if the Notes had been transferred from a non-EU custodial account prior to the sale) and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law, withholding tax is applied to 30 per cent. of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (*negative Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

German withholding tax will be levied by a German Disbursing Agent at a flat withholding tax rate of 26.375 per cent. (including solidarity surcharge) plus, if applicable, church tax. Church tax, if applicable, will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). In the latter case, the investor has to include the savings income in the tax return and will then be assessed to church tax.

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife or registered life partners). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuer is, as a rule, not obliged to levy German withholding tax in respect of payments on the Notes.

Tax assessment

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. If the investor is subject to church tax and has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the investor is also obliged to include the savings income in the tax return for church tax purposes.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375 per cent. - including solidarity surcharge (*Solidaritätszuschlag*) plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed spouses or registered life partners the application can only be filed for savings income of both spouses / life partners.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 in the case of jointly assessed spouses or registered life partners) will be deducted. The deduction of the actual income related expenses, if any, is excluded. That holds true even if the investor applies to be assessed on the basis of its personal tax rate.

(ii) *Taxation if the Notes are held as business assets (Betriebsvermögen)*

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15 per cent. or income tax at a rate of up to 45 per cent., as the case may be, (in each case plus 5.5 per cent. solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are deductible.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out above for private investors. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

(iii) *Potential change in law*

Please note that – pursuant to the coalition agreement of the CDU, CSU and SPD – the flat tax regime shall be abolished for certain investment income, which might also affect the taxation of income from the Notes. For example, interest income might become taxed at the progressive tax rate of up to 45 per cent. (excluding solidarity surcharge). Further, the solidarity surcharge shall be abolished provided that certain thresholds are not exceeded. However, there is no draft law available yet, i.e. any details and, in particular, timing remain unclear.

(bb) Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income.

If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

9.1.2. Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

9.1.3. Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax (FTT). However, it is unclear if and in what form such tax will be actually introduced (please see above "*1.3.4 Taxation risks relating to the Notes and the Guarantee – Financial Transaction Tax.*").

9.2. LUXEMBOURG

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It specifically contains information on taxes on the income from the Notes withheld at source and provides an indication as to whether the Issuer assumes responsibility for the withholding of taxes at the source. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing

of the Notes payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. The following is based upon the law as in effect on the date of this Offering Memorandum. The information contained within this section is limited to withholding taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature refers to Luxembourg tax law and/or concepts only.

A Holder may not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

9.2.1. Withholding tax

(a) *Non-Residents Holders*

Under the existing laws of Luxembourg, there is no withholding tax on the payment of interest (including accrued but unpaid interest) on, or reimbursement of principal of, the Notes, which are not profit sharing, made to non-affiliated non-residents of Luxembourg.

(b) *Residents Holders*

Under the Luxembourg law dated 23 December 2005 as amended (the "**Relibi Law**") there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Holders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption of Notes held by Luxembourg resident Holders.

According to the Relibi Law as amended, payments of interest or similar income paid by a Luxembourg disbursement agent to an individual holder who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent., which is final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Further and pursuant to the Relibi Law as amended, Luxembourg resident individuals who are the beneficial owners of interest payments and other similar income made by a disbursement agent established outside Luxembourg in a Member State of either the EU or of the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg, can opt to self-declare and pay a 20 per cent. tax (the "**20 per cent. levy**"). In such case, the 20 per cent. levy is calculated on the same amounts as for the payments made by Luxembourg resident disbursement agents. The option for the 20 per cent. levy must cover all interest payments made by the disbursement agent to the Luxembourg resident beneficial owner during the entire civil year. This 20 per cent. levy is final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Relibi Law is assumed by the Luxembourg disbursement agent within the meaning of this law and not by the Issuer.

9.2.2. Income Taxation of the Holders

(a) *Taxation of Luxembourg residents*

Holders who are residents of Luxembourg, or non-resident Holders who have a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, must, for income tax purposes, include any interest paid or accrued in their taxable income. Specific exemptions may be available for certain tax payers benefiting from a particular status.

(b) *Luxembourg resident individuals*

A Luxembourg resident individual Holder acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Notes, except if a withholding tax has been levied by the Luxembourg paying agent on such payments or, in case of a non-resident paying agent, if such individual Holder has opted for the 20 per cent. levy, in accordance with the Relibi law.

Under Luxembourg domestic tax law, gains realised upon the sale, disposal or redemption of the Notes by a Luxembourg resident individual Holder, who acts in the course of the management of his/her private wealth on the sale or disposal, in

any form whatsoever, of Notes, are not subject to Luxembourg income tax provided this sale or disposal took place six months after the acquisition of the Notes. A Luxembourg resident individual Holder, who acts in the course of the management of his/her private wealth, has further to include the portion of the gain corresponding to accrued but unpaid income in respect of the Notes in his/her taxable income, insofar as the accrued but unpaid interest is indicated separately in the agreement.

Luxembourg resident individual Holders acting in the course of the management of a professional or business undertaking to which the Notes are attributable, may have to include any interest received or accrued, as well as any gain realised on the sale or disposal of the Notes, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed. The same tax treatment applies to non-resident Holders who have a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable.

(c) *Luxembourg corporate residents*

Luxembourg corporate Holders must include any interest received or accrued, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed.

(d) *Luxembourg corporate residents benefiting from a special tax regime*

Luxembourg corporate resident Holders who benefit from a special tax regime, such as, for example, (i) undertakings for collective investment subject to the amended law of 17 December 2010, (ii) specialised investment funds subject to the amended law dated 13 February 2007 or (iii) family wealth management companies subject to the amended law dated 11 May 2007, and (iv) reserved alternative investment funds subject to the law of 23 July 2016, is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

(e) *Taxation of Luxembourg non-residents*

Holders who are non-residents of Luxembourg and who have neither a permanent establishment nor a permanent representative in Luxembourg to which the Notes are attributable are not liable to any Luxembourg income tax on interest accrued or received redemption premiums or issue discounts, under the Notes nor on capital gains realised upon redemption, sale or exchange of any Notes.

Non-resident corporate or individual Holders acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, are subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discount, as well as on capital gain realised upon the sale or disposal, in any form whatsoever, of the Notes.

9.2.3. Net Wealth Tax

Luxembourg resident Holders or non-resident Holders who have a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, are subject to Luxembourg wealth tax on such Notes, except if the Holder is (i) a resident or non-resident individual taxpayer, (ii) an undertaking for collective investment subject to the amended law of 17 December 2010, (iii) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (iv) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (v) a specialised investment fund subject to the amended law of 13 February 2007, (vi) a family wealth management company subject to the amended law of 11 May 2007, (vii) a professional pension institution governed by the amended law of 13 July 2005 or (viii) a reserved alternative investment fund vehicle governed by the law of 23 July 2016.

However, (i) a Luxembourg resident securitization company governed by the amended law of 22 March 2004 on securitization, (ii) a professional pension institution governed by the amended law of 13 July 2005, (iii) a Luxembourg resident company governed by the amended law of 15 June 2004 on venture capital vehicles, (iv) a reserved alternative investment fund vehicle governed by the law of 23 July 2016 and which fall under the special tax regime set out under Article 48 thereof is subject to the minimum net wealth tax ("**MNWT**") charge according to the amended law of 16 October 1934 on net wealth tax.

This MNWT amounts to EUR 4,815, if the relevant corporate Holder holds assets such as fixed financial assets, receivables owed to affiliated companies, transferable securities, postal checking accounts, checks and cash, in a proportion that exceeds (i) 90 per cent. of its total balance sheet value and (ii) EUR 350,000. Alternatively, if the relevant corporate Holder holds 90 per cent. or less of financial assets or if those financial assets do not exceed EUR 350.000, a MNWT varying between EUR 535 and EUR 32,100 would apply depending on the size of its balance sheet.

An individual Holder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Notes.

9.2.4. Other Taxes

(a) *Value added tax ("VAT")*

There is no Luxembourg VAT payable in respect of payments in consideration for the issuance of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes. Luxembourg VAT may, however, be payable in respect of fees charged for certain services rendered to the Issuer, if for Luxembourg VAT purposes such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg VAT does not apply with respect to such services.

(b) *Inheritance tax and gift tax*

No estate or inheritance taxes are levied on the transfer of the Notes upon death of a Holder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes.

Gift tax may be due on a gift or donation of Notes if the gift is recorded in a deed passed in front of a Luxembourg notary or otherwise registered in Luxembourg.

9.3. IRELAND

Where payments on the Notes are made by Guarantor 3, there may be an obligation to deduct Irish withholding tax. In general, tax at the standard rate of income tax (currently 20 per cent.), is required to be withheld from payments of Irish source interest which could include amounts representing interest paid under the Guarantee by an Irish resident company. However, several exemptions from withholding on interest payments exist including in respect of certain interest bearing securities ("**Quoted Eurobonds**") issued by a body corporate which are quoted on a recognised stock exchange (which would include the Luxembourg Stock Exchange).

Any interest paid on such Quoted Eurobonds can be paid free of withholding tax provided:

- the person by or through whom the payment is made is not in Ireland; or
- the payment is made by or through a person in Ireland, and either:
  - (i) the Quoted Eurobond is held in a clearing system recognised by the Irish Revenue Commissioners (which would include Clearstream Banking AG, Frankfurt am Main), or
  - (ii) the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as an Irish paying agent) in the prescribed form.

Therefore, so long as the Notes are quoted on a recognised stock exchange and are held in Clearstream Banking AG, Frankfurt am Main, interest on the Notes can be paid by Guarantor 3 and any paying agent acting on behalf of Guarantor 3 without any withholding or deduction for or on account of Irish income tax.

While interest paid on the Notes by Guarantor 3 could also be within the scope of Irish income tax under self-assessment, such interest on the Notes will also be exempt from Irish income tax if the recipient of the interest is resident in a country with which Ireland has a double taxation agreement in force at the time of payment or that is signed at the time of payment and which will come into force once all ratification procedures have been completed and provided the Notes are Quoted Eurobonds and are exempt from withholding tax as set out above.

The above treatment applies where the payments made by Guarantor 3 represent payments of interest on the Notes.

9.4. UAE

Where payments on the Notes are made by Guarantor 4 or Guarantor 5, they will not be required to make any deduction or withholding from any payments for or on account of tax.

10. SUBSCRIPTION AND SALE OF THE NOTES

10.1. GENERAL

The Managers have, in a subscription agreement dated 9 September 2019 (the "**Subscription Agreement**") and made between the Issuer, the Guarantors and the Managers upon the terms and subject to the conditions contained therein, agreed to purchase the Notes. For their services in connection the placement of the Notes, the Managers will receive certain commissions further specified in the Subscription Agreement entered into by the Issuer, the Guarantors and the Managers. The Issuer (failing which, the Guarantors) has also agreed to reimburse the Managers for certain of their expenses incurred in connection with the management of the issue of the Notes. The Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Notes. In such event, no Notes will be delivered to investors. Furthermore, the Issuer and the Guarantors have agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

Save for any fees payable to the Managers, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. The Managers and their affiliates have received, or may in the future receive, customary fees and commissions for these transactions.

10.2. SELLING RESTRICTIONS

10.2.1. General

The Managers have represented, warranted and agreed that they have complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Offering Memorandum or any other offering material relating to the Notes.

Persons into whose hands this Offering Memorandum comes are required by the Issuer, the Guarantors and the Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Offering Memorandum or any other offering material relating to the Notes, in all cases at their own expense.

10.2.2. Australia

Each Manager has represented, warranted and agreed that:

(a) The provision of this document to any person does not constitute an offer of the Notes to that person or an invitation to that person to apply for the Notes. Any such offer or invitation will only be extended to a person in Australia if that person is:

  (i) a sophisticated or professional investor for the purposes of section 708 of the Corporations Act of Australia (the "**Corporations Act**"); and

  (ii) a wholesale client for the purposes of section 761G of the Corporations Act.

(b) This document is not intended to be distributed or passed on, directly or indirectly, to any other class of persons in Australia.

(c) This document is not a disclosure document under Chapter 6D.2 of the Corporations Act or a product disclosure statement under Part 7.9 of the Corporations Act. It is not required to, and does not, contain all the information which would be required in a disclosure document or a product disclosure document. It has not been lodged with the Australian Securities and Investments Commission.

(d) Any person to whom Notes are issued will be deemed by the Issuer and each Manager to have acknowledged that if any investor on-sells the Notes within 12 months after the issue, such investor will be required to lodge a

prospectus or other disclosure document except in circumstances where disclosure to investors is not required under the Corporations Act.

(e) The information in this document has been prepared without taking into account any investor's investment objectives, financial situation or particular needs. Before acting on the information the investor should consider its appropriateness having regard to their investment objectives, financial situation and needs.

(f) This document has not been prepared specifically for Australian investors. It:

(i) may contain references to dollar amounts which are not Australian dollars;

(ii) may contain financial information which is not prepared in accordance with Australian law or practices;

(iii) may not address risks associated with investment in foreign currency denominated investments; and

(iv) does not address Australian tax issues.

10.2.3. Canada

Each Manager has represented, warranted and agreed that:

(a) The Notes may be sold only to investors purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

(b) Securities legislation in certain provinces or territories of Canada may provide an investor with remedies for rescission or damages if this Offering Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the investor within the time limit prescribed by the securities legislation of the investor's province or territory. The investor should refer to any applicable provisions of the securities legislation of the investor's province or territory for particulars of these rights or consult with a legal advisor.

(c) Pursuant to section 3A.3 (or, in the case of notes issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* ("NI 33-105"), the Managers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

10.2.4. European Economic Area

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

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

(b) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(c) not a qualified investor as defined in the Regulation (EU) 2017/1129.

10.2.5. Ireland

Each Manager has represented, warranted and agreed that it will not offer, sell, place or underwrite or do anything in respect of the Notes other than in conformity with the provisions of:

(a) the Irish European Union (Markets in Financial Instruments) Regulation 2017 (as amended) ("MiFID II Regulations"), including, without limitation, Regulation 5 (Requirement for Authorisation (and certain provisions

concerning MTFs and OTFs)) thereof, or any rules or any codes of conduct made under the MiFID II Regulations and the provisions of the Investor Compensation Act 1998 (as amended);

(b) the Irish Central Banks Act 1942 – 2018 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules and guidance issued under Section 1363 of the Companies Act 2014, by the Central Bank of Ireland;

(d) the Irish Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued under Section 1370 of the Companies Act 2014 by the Central Bank of Ireland; and

(e) the Irish Companies Act 2014 (as amended).

10.2.6. 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 each Manager has represented and agreed that it will not offer or sell any Note, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or entity organised under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

10.2.7. South Africa

Each Manager has agreed that:

(a) it has not and will not offer for sale, subscription, sell or transfer, whether directly or indirectly, within the Republic of South Africa, any Notes to any person, company or other juristic person resident in the Republic of South Africa except in accordance with:

  (i) all South African Reserve Bank Exchange Control Regulations or with the approval of the South African Reserve Bank (where applicable);

  (ii) the Companies Act, 2008 (the "**Companies Act**");

  (iii) the Banks Act, 1990 (the "**Banks Act**"), and the regulations promulgated in terms thereof (including but not limited to the Commercial Paper Regulations promulgated in Government Notice No. 2172 (Government Gazette 16167) of 14 December 1994 pursuant to the provisions of the Banks Act);

  (iv) the Financial Advisory and Intermediary Services Act, 2002;

  (v) the Financial Markets Act, 2012; and

  (vi) in circumstances which would not constitute an offer to the public within the meaning of the Companies Act; and

(b) it shall not offer any Notes for subscription or sell any Notes to any single addressee for an amount of less than R1 000 000.

10.2.8. United Kingdom

Each Manager has represented, warranted and undertaken that:

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

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

10.2.9. United States

(a) Each Manager (i) 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 or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered and sold any Notes, and will not offer and sell any Notes, (x) as part of their distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date, only in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from them during the distribution compliance period a confirmation or notice to substantially the following effect:

> "The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (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) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Terms used in this paragraph 2 have the meanings given to them by Regulation S.

(b) Each Manager has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.

Each Manager has represented and agreed that:

(c) (i) 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 (ii) it has not delivered and will not deliver within the United States or their possessions definitive Notes that are sold during the restricted period;

(d) 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 their possessions or to a United States person;

(e) with respect to each affiliate that acquires Notes from the Managers for the purposes of offering or selling such Notes during the restricted period, it shall either (x) repeat and confirm the representations and agreements contained in sub-clauses (a)(i), (a)(ii) and (a)(iii) on such affiliate's behalf or (y) obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (a)(i), (a)(ii) and (a)(iii).

11. GENERAL INFORMATION / INCORPORATION BY REFERENCE

11.1. LISTING AND ADMISSION TO TRADING

Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and to admit to trading on the Euro MTF of the Luxembourg Stock Exchange. The total expenses in connection with admission to trading of the Notes are expected to amount to EUR 30,000.

11.2. AUTHORISATION AND ISSUE DATE

The creation and issue of the Notes has been authorised by a resolution of the Executive Board dated 28 August 2019 and of the Supervisory Board of the Issuer dated 21 August 2019. The Issue Date of the Notes is expected to be 11 September 2019.

11.3. CLEARING AND SETTLEMENT

The Notes have been accepted for clearance and settlement by Clearstream Banking AG, Frankfurt am Main, Mergenthalerallee 61, 65760 Eschborn, Germany as well as Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium.

The Notes have been assigned the following securities codes: ISIN DE000A2YNQ58, Common Code 205218076, WKN A2YNQ5.

The Issuer's Legal Entity Identifier (LEI) is 529900A8LX4KL0YUTH71.

11.4. SIGNIFICANT CHANGE IN THE FINANCIAL OR TRADING POSITION

There has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2019, the end of the last financial period for which financial information has been published.

11.5. TREND INFORMATION

There has been no material adverse change in the prospects of the Issuer since the date of the last published audited consolidated financial statements as of 31 December 2018.

11.6. THIRD PARTY INFORMATION

This Offering Memorandum may also make reference to or include information which is provided by, or derived from information provided by, third parties, in particular with respect to market environment, market developments, growth rates, market trends and competitive situation. The Issuer takes the responsibility for the correct reproduction and extraction of such third party information in this Offering Memorandum. However, the Issuer has not independently verified any information provided by third parties or the external sources to which this Offering Memorandum may make reference to or on which the Issuer's own estimates are based. Therefore, the Issuer assumes no responsibility for the accuracy of the information presented in this Offering Memorandum as being third-party information 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 Offering Memorandum regarding the Issuer, the Group and any Guarantor and its respective operating divisions contained in this Offering Memorandum are based on own estimates and/or analysis unless other sources are specified.

11.7. INCORPORATION BY REFERENCE

The following documents are incorporated by reference into this Offering Memorandum:

Audited consolidated financial statements of Wirecard AG as of and for the fiscal year ended 31 December 2018 and independent auditor's report thereon from the English language Annual Report 2018

Consolidated Statement of Financial Position	Pages 118 - 119
Consolidated Income Statement	Page 120
Consolidated Statement of Comprehensive Income	Page 121

Consolidated Statement of Changes in Equity	Page 122
Consolidated Cash Flow Statement	Page 123
Consolidated Cash Flow from Operating Activities Adjusted)/Notes	Page 124
Changes in Intangible Assets and Property, Plant and Equipment/Notes	Pages 125 - 126
Notes/Explanatory Notes	Pages 127 - 217
Independent Auditor's Report[(1)]	Pages 218 – 226

[(1)] The independent auditor's report is an English language translation of the German language independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) and refers to the respective consolidated financial statements as well as the respective group management report, which have been combined with the management report, of Wirecard AG as a whole and not solely to the consolidated financial statements incorporated by reference into this Offering Memorandum.

Audited consolidated financial statements of Wirecard AG as of and for the fiscal year ended 31 December 2017 and independent auditor's report thereon from the English language Annual Report 2017

Consolidated Statement of Financial Position	Pages 174 – 175
Consolidated Income Statement	Page 176
Consolidated Statement of Comprehensive Income	Page 177
Consolidated Statement of Changes in Equity	Page 177
Consolidated Cash Flow Statement	Page 178
Consolidated Cash Flow from Operating Activities (Adjusted)/Notes	Page 179
Change in Non-Current Assets/Notes	Pages 180 – 181
Notes/Explanatory Notes	Pages 182 – 288
Independent Auditor's Report[(1)]	Pages 289 – 299

[(1)] The independent auditor's report is an English language translation of the German language independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) and refers to the respective consolidated financial statements as well as the respective group management report, of Wirecard AG as a whole and not solely to the consolidated financial statements incorporated by reference into this Offering Memorandum.

Unaudited condensed half year consolidated financial statements of Wirecard AG as of and for the six months ended 30 June 2019 from the English language Half Year Financial Report as of 30 June 2019

Consolidated Statement of Financial Position	Pages 28 - 29
Consolidated Statement of Profit or Loss	Pages 30 - 31
Consolidated Statement of Comprehensive Income	Page 32
Consolidated Statement of Changes in Equity	Page 33
Consolidated Statement of Cash Flows	34
Consolidated Cash Flow from Operating Activities (Adjusted)/Notes	35
Explanatory Notes	36 - 59

The English language consolidated financial statements of Wirecard AG as of and for the fiscal years ended 31 December 2018 and 2017 and English language unaudited condensed half year consolidated financial statements of Wirecard AG as of and for the six months ended 30 June 2019 set out above and incorporated by reference into this Offering Memorandum are translations of the respective German language consolidated financial statements as of and for the fiscal years ended 31 December 2018 and 2017 and German language unaudited condensed half year consolidated financial statements as of and for the six months ended 30 June 2019.

All of these pages shall be deemed to be incorporated in by reference, and to form part of, this Offering Memorandum.

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

The documents containing the information incorporated by reference are available free of charge by the Issuer and are published in electronic form on the Issuer's website www.wirecard.com.

11.8. DOCUMENTS ON DISPLAY

For so long as any Note is outstanding, copies of the following documents may be inspected during normal business hours at the specified office of the Paying Agent and as long as the Notes are listed on the official list of the Luxembourg Stock Exchange the documents set out under (a) to (e) below will be available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.wirecard.com):

(a) the Offering Memorandum;

(b) the constitutional documents of the Issuer and the Guarantors;

(c) the Terms and Conditions

(d) the Guarantee; and

(e) the documents incorporated by reference.

11.9. RATING

The Issuer received a long-term issuer rating of "Baa3" (outlook stable) from Moody's. The Notes are also rated "Baa3" (outlook stable) by Moody's.

Moody's is established in the European Community and are registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended.

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.

According to Moody's, obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. A stable outlook indicates a low likelihood of a rating change over the medium term.

11.10. MANAGERS TRANSACTING WITH THE ISSUER AND GUARANTORS

Certain of the Managers have, directly or indirectly through affiliates, provided investment and commercial banking, financial advisory and other services to the Issuer and/or the Guarantors and their respective affiliates from time to time, for which they have received monetary compensation. Certain of the Managers may from time to time also enter into swap and other derivative transactions with the Issuer and/or the Guarantors and their respective affiliates. In addition, certain of the Managers and their affiliates may in the future engage in investment banking, commercial banking, financial or other advisory transactions with the Issuer and/or the Guarantor or their respective affiliates.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade or hedge debt and equity securities (or related derivative securities) and financial

instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer and/or the Guarantors and their respective affiliates. Certain of the Managers, their respective affiliates and/or other third parties that have a lending relationship or other exposure with the Issuer and/or the Guarantors may hedge their credit exposure to the Issuer and/or Guarantors consistent with their policies. Typically, such Managers, their affiliates and/or other affiliated third parties would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such positions could adversely affect future trading prices of the Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Certain Managers also act as lenders under the Revolving Facility Agreement.

12. NAMES AND ADDRESSES

ISSUER

Wirecard AG
Einsteinring 35
85609 Aschheim
Germany

GUARANTORS

Wirecard Technologies GmbH
Einsteinring 35
85609 Aschheim
Germany

Wirecard Sales International Holding GmbH
Einsteinring 35
85609 Aschheim
Germany

Wirecard Payment Solutions Holdings Limited
1st Floor, Ulysses House
Foley Street
Dublin 1
Ireland

CardSystems Middle-East FZ-LLC
Premises 3801-3822
Floor 38, Al Shatha Tower
Dubai
United Arab Emirates

Wirecard Processing FZ-LLC
Premises3801-3822,
Floor 38, Al Shatha Tower,
Dubai,
United Arab Emirates

PAYING AGENT

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Trust & Securities Services
Taunusanlage 12
60325 Frankfurt am Main
Germany

MANAGERS

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Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

Citigroup Global Markets Limited
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Crédit Agricole Corporate and Investment Bank
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92547 Montrouge CEDEX
France

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
United Kingdom

Deutsche Bank Aktiengesellschaft
Mainzer Landstrasse 11-17
60329 Frankfurt am Main
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