



**Münchener Rückversicherungs-Gesellschaft
Aktiengesellschaft in München**

(incorporated as a stock corporation (Aktiengesellschaft) in the Federal Republic of Germany)

**€ 1,000,000,000 Subordinated Fixed to Floating Rate Bonds
with scheduled maturity in 2042**

ISIN: XS2381261424, Common Code: 238126142, WKN: A3E5WY

Issue price: 99.355 per cent.

Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München ("**Munich Reinsurance Company**" or the "**Issuer**") will issue on or about 2 September 2021 (the "**Issue Date**") € 1,000,000,000 subordinated fixed to floating rate bonds with a scheduled maturity in 2042 in the denomination of € 100,000 each (the "**Bonds**").

The Bonds will be governed by the laws of the Federal Republic of Germany ("**Germany**").

The Bonds will bear interest from and including the Issue Date to but excluding 26 May 2032 (the "**First Reset Date**") at a rate of 1.00 per cent. *per annum*, scheduled to be paid annually in arrear on 26 May in each year, commencing on 26 May 2022 (short first coupon). Thereafter, unless previously redeemed, the Bonds will bear interest at a rate of 2.10 per cent. *per annum* above 3-month EURIBOR, being the Euro-zone inter-bank offered rate for three-month Euro deposits, scheduled to be paid quarterly in arrear on 26 February, 26 May, 26 August and 26 November in each year (each a "**Floating Interest Payment Date**"), commencing on 26 August 2032.

Under certain circumstances described in § 4 of the Terms and Conditions of the Bonds (the "**Terms and Conditions**"), interest payments on the Bonds may be deferred at the option of the Issuer or will be required to be deferred.

The Bonds are scheduled to be redeemed at the Redemption Amount (as defined in the Terms and Conditions) on 26 May 2042 (the "**Scheduled Maturity Date**"), provided that on the Scheduled Maturity Date the Conditions to Redemption and Repurchase (as defined in the Terms and Conditions) are fulfilled. If this is not the case, the Bonds will only be redeemed on the first Floating Interest Payment Date following the Scheduled Maturity Date on which the Conditions to Redemption and Repurchase are fulfilled. Under certain circumstances described in § 5 of the Terms and Conditions, the Bonds may be subject to early redemption, always subject to the Conditions to Redemption and Repurchase being fulfilled.

The Bonds will initially be represented by a temporary global bond in bearer form (the "**Temporary Global Bond**"). Interests in a Temporary Global Bond will be exchangeable, in whole or in part, for interests in a permanent global bond (the "**Permanent Global Bond**" and together with the Temporary Global Bond, the "**Global Bonds**") not earlier than 40 days after the Issue Date (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership. The Global Bonds will be deposited with a common depository for Clearstream Banking S.A. and Euroclear Bank SA/NV (together, the "**Clearing System**").

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 6.3 of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the "**Prospectus Regulation**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.munichre.com).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier, Luxembourg* ("**CSSF**") in its capacity as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

By approving this Prospectus, the CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer. Such approval should neither be considered as an endorsement of the Issuer that is subject of this Prospectus nor of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

This Prospectus will be valid until 31 August 2022 and may in this period be used for admission of the Bonds to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Bonds, the Issuer will prepare and publish a supplement to this Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply once the Bonds have been admitted to trading on the regulated market of the Luxembourg Stock Exchange and at the latest upon expiry of the validity period of this Prospectus.

Application has been made to the Luxembourg Stock Exchange for the Bonds to be listed on the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the Luxembourg Stock Exchange's regulated market. The Luxembourg Stock Exchange's regulated market is a regulated market 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 (as amended, "**MiFID II**").

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to buy, the Bonds in any jurisdiction where such offer or solicitation is unlawful.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and subject to certain exceptions, the Bonds may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.

Prospective purchasers of the Bonds should ensure that they understand the nature of the Bonds and the extent of their exposure to risks and that they consider the suitability of the Bonds as an investment in the light of their own circumstances and financial condition. Investing in the Bonds involves certain risks. Please review the section entitled "*Risk Factors*" beginning on page 9 of this Prospectus.

Sole Structuring Agent to the Issuer and Joint Lead Manager

BofA Securities

Joint Lead Managers

Barclays

BNP PARIBAS

Commerzbank

J.P. Morgan

Natixis

RESPONSIBILITY STATEMENT

The Issuer with its registered office in Germany accepts responsibility for the information contained in this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

The Issuer further confirms that (i) this Prospectus contains all relevant information with respect to the Issuer and its consolidated subsidiaries taken as a whole ("**Munich Re**" or the "**Group**") and to the Bonds which is material in the context of the issue and the offering of the Bonds, including all relevant information which, according to the particular nature of the Issuer and of the Bonds is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer, Munich Re and of the rights attached to the Bonds; (ii) the statements contained in this Prospectus relating to the Issuer, Munich Re and the Bonds are in every material respect true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, Munich Re or the Bonds the omission of which would, in the context of the issue and offering of the Bonds, make any statement in this Prospectus misleading in any material respect; (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements and (v) the statements of opinion, intention, belief or expectation expressed in this Prospectus are honestly and reasonably held.

NOTICE

No person is authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer or Barclays Bank Ireland PLC, BNP Paribas, BofA Securities Europe SA, Commerzbank Aktiengesellschaft, J.P. Morgan AG or Natixis (together, the "**Joint Lead Managers**").

This Prospectus should be read and understood in conjunction with any supplement hereto and with all documents incorporated herein or therein by reference.

The legally binding language of this Prospectus is English. Any part of this Prospectus in German language constitutes a translation, except for the Terms and Conditions in respect of which German is the legally binding language.

In this Prospectus, all 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 "billions" are to thousands of millions.

Each investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. This Prospectus does not constitute an offer of Bonds or an invitation by or on behalf of the Issuer or the Joint Lead Managers to purchase any Bonds. Neither this Prospectus nor any other information supplied in connection with the Bonds should be considered as a recommendation by the Issuer or the Joint Lead Managers to a recipient hereof and thereof that such recipient should purchase any Bonds.

This Prospectus reflects the status as at its date. The offering, sale and delivery of the Bonds and the distribution of this Prospectus may not be taken as an implication that the information contained herein is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial condition of the Issuer since the date hereof.

To the extent permitted by the laws of any relevant jurisdiction, none of the Joint Lead Managers, any of their respective affiliates or any other person mentioned in this Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any other documents incorporated by reference and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accept any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Lead Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

This Prospectus does not constitute, and 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.

The distribution of this Prospectus and the offering, sale and delivery of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions see the section "*Subscription and Sale of the Bonds – Selling Restrictions*" below. In particular, the Bonds have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**").

The Bonds issued pursuant to this Prospectus are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Bonds to retail investors.

For the avoidance of doubt the content of any website referred to in this Prospectus does not form part of this Prospectus and the information on such websites has not been scrutinised or approved by the CSSF as competent authority under the Prospectus Regulation.

In this Prospectus, unless the contrary intention appears, a reference to a law or a provision of law is a reference to that law or provision as extended, amended or re-enacted.

None of the Joint Lead Managers, any of their respective affiliates or any other person mentioned in this Prospectus makes any representation as to the suitability of the Bonds to fulfil environmental and sustainability criteria required by any prospective investors. The Joint Lead Managers have not undertaken, nor are responsible for, any assessment of the Green Bond Framework or the Eligible Projects (each as defined in sections "*Risk Factors – Risks relating to the Bonds – Risks associated with the characteristics of the Bonds – Risks associated with 'Green Bonds'*" and "*Use of Proceeds*"), any verification of whether the Eligible Projects meet the criteria set out in the Green Bond Framework or the monitoring of the use of proceeds.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET: PROFESSIONAL INVESTORS AND ECPS ONLY

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**Distributor**") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPS REGULATION / PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS

The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended (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. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**PRIIPs Regulation**") for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Bonds (or any beneficial interests therein) from the Issuer and/or the Joint Lead Managers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Bonds are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

ONTARIO SECURITIES ACT NOTICE

The Bonds may be sold only to purchasers in the Province of Ontario 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 Bonds must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

BENCHMARK REGULATION: STATEMENT ON REGISTRATION OF BENCHMARK ADMINISTRATOR

Following the First Reset Date, interest amounts payable under the Bonds are calculated by reference to the EURIBOR, which is provided by the EMMI. As at the date of this Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

STABILISATION

IN CONNECTION WITH THE ISSUE OF THE BONDS, BOFA SECURITIES EUROPE SA (THE "**STABILISING MANAGER**") (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISING MANAGER) MAY OVER-ALLOT BONDS OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE BONDS IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE BONDS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE BONDS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates", "intends", "expects" or other similar terms. This applies in particular to statements under the caption "*Description of the Issuer and Munich Re*" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer and Munich Re. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer or Munich Re, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Joint Lead Managers assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

ALTERNATIVE PERFORMANCE MEASURES

Certain terms used in this Prospectus and financial measures presented in the documents incorporated by reference are not recognised financial measures under International Financial Reporting Standards as adopted by the European Union ("**IFRS**") ("**Alternative Performance Measures**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Issuer has provided these Alternative Performance Measures because it believes they provide investors with additional information to assess the operating performance and financial standing of Munich Re's business activities. The definition of the Alternative Performance Measures may vary from the definition of identically named alternative performance measures used by other companies. The Alternative Performance Measures for Munich Re, presented by the Issuer should not be considered as an alternative to measures of operating performance or financial standing derived in accordance with IFRS. These Alternative Performance Measures have limitations as analytical tools and should not be considered in isolation or as substitutes for the analysis of the consolidated results or liabilities as reported under IFRS.

For further information, please see "*Description of the Issuer and Munich Re – Alternative Performance Measures*".

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RISK FACTORS

Before deciding to purchase the Bonds, potential investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. Should one or more of the risks described below materialise, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of the Issuer or the Group. Moreover, if any of these risks occur, the market value of the Bonds and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Bonds may decrease, in which case the holders of the Bonds could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Bonds are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Bonds for other unknown reasons than those described below. Additional risks of which the Issuer is not presently aware could also affect the business operations of Munich Re and have a material adverse effect on Munich Re's business activities and financial condition and results of operations. Prospective investors should read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Words and expressions defined in the Terms and Conditions shall have the same meanings in this section.

The following risk factors are organised in categories depending on their respective nature. In each category the most material risk factors, based on the probability of their occurrence and the expected magnitude of their negative impact, are mentioned first.

Potential investors should, among other things, consider the following:

Risks relating to the Issuer and Munich Re

Underwriting Risks

The prospects and the profitability of Munich Re are, among other things, subject to underwriting risks in its primary and reinsurance business. Underwriting risks at Munich Re consist essentially of premium and reserve risks in the Property-Casualty business segment as well as biometric risks and policyholder behaviour (e.g. lapses) risks in the Life/Health business segment.

Property and Casualty

The property-casualty risk category encompasses the underwriting risks in the property, motor, third-party liability, personal accident, marine, aviation and space business segment as well as credit classes of insurance, together with special lines also allocated to property-casualty, e.g. contingency business or non-damage business interruption. Underwriting risk is defined as the risk of insured losses being higher than expected. Premium and reserve risks are significant components of the underwriting risk.

Premium risk is the risk of future claims payments relating to insured losses that have not yet occurred being higher than expected. Reserve risk is the risk of technical provisions established being insufficient to cover losses that have already been incurred. An adverse development of claims from new, newly renewed or in-force business could thus adversely impact Munich Re's financial result.

Munich Re calculates its reserves and prices its (re-)insurance contracts using actuarial methods and loss estimates. For the decision to enter a specific reinsurance or retrocession agreement and for the assessment of the adequate technical provisions Munich Re relies, among others, on the provision of correct and sufficient risk information by the relevant ceding company. A provision of incorrect or incomplete information may result in the underwriting of unprofitable business.

Risk-adequate pricing and reserving is particularly difficult in property and casualty business because claims are often settled significantly after the exposure period has ended. Examples of past estimates that turned out to be inaccurate in the market and to a certain extent also within Munich Re are claims in connection with unprecedented large catastrophes (e.g. hurricane Katrina), asbestos, environmental liability claims, as well as bodily injury driven claims (e.g. in workers' compensation insurance or motor insurance). In case of these and other claims, changes in legislation or regulations, trends to more plaintiff-friendly legal decisions and jury awards ("social inflation"), changes in policyholder behaviour, changes in healthcare expenses and repair costs, along with other inflationary variables may make higher claims reserves necessary. Given the dynamically developing practice of court rulings and the unpredictability of future court practice in some of the environments in which Munich Re operates, the accuracy of the level of reserves can be particularly difficult to assess.

Munich Re endeavours to restrict the writing of individual risks by means of underwriting constraints which set out uniform maximum limits on a group-wide basis. Nevertheless, there is a risk that the claims burden of any one risk may exceed the underwriting limit for Munich Re. Reasons for this could be, among others, wrong assumptions being made for the calculation of Probable Maximum Loss (PML) for individual risks. There also remains the possibility of an unknown loss accumulation in one and the same risk by way of treaty acceptances from different cedants.

Part of Munich Re's property and casualty business covers potentially large losses from unforeseeable natural catastrophes such as hurricanes, windstorms and hailstorms, earthquakes, tsunamis, wildfires, freezes and floods. The frequency and extent of these catastrophes over a certain period of time can only be estimated using scientific methods based on experience values and prognoses of future changes. However, the frequency of such events can change e.g. due to natural climate cycles and climate change. The ongoing climate change is likely to lead to an increase in extreme weather events and geographical patterns. Even though Munich Re has been analysing the impacts of anthropogenic global warming and natural climatic variability over the past decades, it is possible that the impact and materialised losses caused by weather-related natural disasters may differ from Munich Re's expectations. Therefore, the occurrence of natural catastrophes with unexpected characteristics in regard to frequency or severity may have a material negative impact on Munich Re's earnings and financial condition.

Large losses to Munich Re's property and casualty (re-)insurance book can also arise due to man-made catastrophes such as terrorist attacks, international war and cyber-attacks. In recent years, cyber-attacks have become increasingly common. Cyber-attacks can cause considerable financial losses, damage corporate reputations and can severely hamper private and public life, especially if critical infrastructures such as the health, transportation, traffic and energy sector are impacted. It is in the nature of cyber risks that a single attack or incident may have wide-ranging consequences and impact a large number of policies simultaneously. As Munich Re offers its clients the respective (re-)insurance cover, cyber-attacks have the potential to severely impact Munich Re's business and financial results.

Munich Re has an exposure to terrorist attacks which are only partially excluded from insurance coverage. Further there is a risk that terrorist attacks cannot be clearly identified, classified or evidenced as terrorist attacks. Munich Re could also be negatively affected by an international military confrontation given that it is not possible to implement war exclusions in all lines of business and for all regions. It is also likely that cyber warfare will play an increasing role in the future.

Claims arising from natural or man-made catastrophes may result in unexpectedly high losses if catastrophes affecting assets insured by Munich Re occur with higher frequency or have an even greater impact than estimated by Munich Re on the basis of statistical data and scientific models. These unexpectedly high losses may adversely affect the financial condition and consolidated results of Munich Re. In addition to impacting its traditional reinsurance business, natural and man-made catastrophes may, among others, have an impact on Munich Re's economic situation due to its participation in insurance pools and public-private partnerships.

Significant deviations from the expectations and assumptions applied in pricing and reserving compared to the actual claims in the various business segments may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Life and Health

Underwriting risk in life and health insurance business is defined as the risk of insured payable benefits being higher than expected. Biometric risks and policyholder-behaviour risks such as lapses and lump-sum options are of particular relevance.

In addition to the risk of random fluctuations of basic parameters such as morbidity and mortality rates, resulting in higher claims expenditure in a particular year, the adverse developments with a short-term impact include rare events such as pandemics. In general, a global pandemic like the ongoing COVID-19 crisis is the largest short-term accumulation risk in the life and health risk category. It can cause an unexpected mortality shock to the portfolio of Munich Re and have a severe cross-balance sheet impact on Munich Re. Munich Re aims to limit this risk by examining its overall exposure in detail using scenario analysis and by defining appropriate measures and limits to manage the risks. Nonetheless, if pandemic events occur more frequently and result in higher losses than previously expected, these losses may materially adversely affect the financial conditions and consolidated results of Munich Re. A more detailed assessment of the potential impact of the current COVID-19 crisis on Munich Re is included in the category "*Other risks*" below.

Life primary insurance products in particular but also a large part of Munich Re's health primary insurance business are by nature long-term commitments and the results they produce are distributed over the entire duration of the policies. This means that negative developments in risk drivers with long-term effects may sustainably reduce the value of the insurance portfolio (trend risks). Trends that may lead to shorter life expectancies than currently assumed, constitute a significant risk for life insurance products with fixed premiums. On the contrary, lower than expected mortality rates constitute the longevity risks for annuity insurance contracts. If longevity trends intensify, additional amounts may have to be allocated to the provision for future policy benefits.

The lower life expectancy risk and the longevity risk arise out of trends moving in opposite directions. However, these risks may not compensate each other due to the different underlying portfolios with regard to, e.g., age and region. Significant deviations from the expectations applied in pricing and reserving compared to the actual claims for the long-term business in the Life (re-)insurance business may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

In its health insurance business, Munich Re generally works on the assumption that there will be further advances in medical treatment potentially giving rise to higher medical costs. If it is foreseeable that the assumptions behind these calculations are permanently inadequate it is possible to adjust premiums for long-term contracts, thus limiting the financial and balance sheet effects of permanent changes in morbidity. However, such biometric risks may accumulate or be aggravated. This could happen due to the interventions of courts or legislators which may decide to redistribute the risks and rewards of the underlying contracts concluded between the parties or to strengthen policyholders' rights. For example, under the regulations applicable for policyholders in Germany it is no longer possible for an insurer to terminate insurance contracts on the grounds of non-payment of premiums by the policyholder.

In addition, policyholder behaviour risks may adversely affect Munich Re. Given that assumptions with respect to the future policyholder behaviour are required to derive adequate life/health insurance reserves, unfavourable and unexpected developments may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Policyholder protection schemes

Munich Re may also be affected by increased obligations under the policyholder protection schemes of which some of Munich Re's legal entities are members. For example, the German life and health insurers are members of the policyholder protection schemes "Protektor" and "Medicator".

If a crisis adversely affects the financial situation of members of the protection scheme, Munich Re entities may be required to make substantial contributions to settle guaranteed policyholder claims against insolvent members. If Munich Re's contributions to policyholder protection schemes are considerably higher than currently anticipated, this may negatively affect Munich Re's earnings and could have an adverse effect on Munich Re's business and financial condition.

Market Risks

The prospects and the profitability of Munich Re are, among other things, subject to market risk. Market risk is the risk of economic losses resulting from price changes in the capital markets. Market risk is a very material risk for Munich Re due to its large investment portfolio. The most relevant market risk categories for Munich Re include interest rate and credit spread risk, equity risk, currency risk and real estate risk.

Interest rate and credit spread risk

Interest rate risk relates to changes in the basic yield curves, whereas credit spread risk refers to changes of the difference in the rate of interest between a risk-bearing security and a risk-free security of the same tenor and currency. Changes in interest rates or credit spreads lead to changes in the market value of the corresponding securities, e.g. Euro government bonds from various issuers and corporate bonds.

A sharp increase of the basic interest rate or an increase of credit spreads, e.g., due to higher risk aversion in the financial markets, may have a significant negative impact on Munich Re because the majority of the Group's holdings are invested in fixed-income securities. This could have a negative impact on Munich Re's assets, financial results and financial position.

Fluctuations in interest rate levels not only affect the market value of Munich Re's investments but also the market value of its liabilities from an economic perspective. Since Munich Re's asset and liability positions do not necessarily match in terms of interest rate sensitivity, any material change in interest rates may have a negative impact on the economic capitalisation of Munich Re. This particularly applies to Munich Re's life and health (re-)insurance business due to the long-term nature of the liabilities and the interest-rate guarantees given to the policyholders in some product families. For example, the primary life insurers and pension scheme providers of Munich Re have a substantial portfolio of policies with guaranteed interest and other policyholder options, including annuity and endowment policies. The benefits paid under life insurance policies in Germany and in other countries are based on guaranteed interest rates equivalent to market standards used to calculate provisions for future policy benefits at the time of issuance of the respective policies.

With interest rates at a very low level for the past years and a potential continuation of this low-interest rate environment, Munich Re's life insurer may be obliged to set up further provisions for products with high guaranteed interest rates. Thus, interest rate risk could materially impact the economic capitalisation in a low interest rate environment as long term guarantees in life and health business increase in value. Additionally, the longer the very low interest rate levels continue the more Munich Re's results will be negatively affected by lower investment income.

Hence, interest rate and credit spread risks may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Equity risk

Equity risk is caused by changes in the value of listed and unlisted equities, equity derivatives or equity index derivatives. Additionally, Munich Re considers alternative investments (e.g. in renewable energies and infrastructure investments) in the context of equity risk. The overall equity exposure of Munich Re varies over time due to strategic and tactical decisions around the asset allocation.

Munich Re's investments are subject to market volatility affecting their value and liquidity. In prior years, Munich Re has incurred impairments on the value of its equities and the risk remains that Munich Re will have to make significant impairments in the future as well. Unfavourable changes in the value of investments in equities may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Currency risk

Munich Re prepares and consolidates its financial statements and solvency position in Euro. However, a significant portion of the revenues and expenses of Munich Re originates from companies outside the Euro zone, including the United States, Canada, Australia, Switzerland and the UK. As a result, given that Munich Re's non-Euro zone subsidiaries

generally record their revenues and expenses in local currency, changes in the exchange rates used to translate foreign currencies into Euro may adversely affect the financial result and shareholder equity of the Group.

Additionally, negative effects from exchange rate fluctuations may also be caused by a currency mismatch between liabilities and investments on a legal entity level including the Issuer. In general, the management of Munich Re's investment risks is fundamentally based on the maturity and currency structure of the economic liabilities. However, due to various restrictions and differences in accounting standards and regulatory requirements in and between various countries Munich Re operates in, a perfect matching of the liabilities is not feasible. Therefore, a limit for a tolerated mismatch between assets and liabilities is defined in Munich Re's risk strategy. As a consequence, currency risks remain and unfavourable exchange rate developments may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Real estate risk

Munich Re holds a significant real estate portfolio. These investments are subject to the volatility in the real estate market affecting market value and liquidity of the holdings and are reviewed regularly for impairment. Potential write-downs of the fair value are considered in the income statement if there is objective evidence that the cost may not be recovered.

In prior years, Munich Re has incurred impairments on real estate investments that it holds and there is the risk that Munich Re will recognise significant impairments again in the future. Unfavourable changes in the value of investments in real estate may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Credit Risk

The prospects and the profitability of Munich Re are, among other things, subject to credit risk. Credit risk is defined as the financial loss that Munich Re could incur as a result of a change in the financial situation of a counterparty, i.e. either changes in the credit quality of counterparties ("migration risk") or the inability or unwillingness of a counterparty to fulfil contractual obligations ("default risk").

The credit risk of Munich Re is mainly driven by the default and migration risk in Munich Re's investment portfolio. Credit risk also arises from counterparty default risks in its credit reinsurance business or in the course of specific business transactions.

Default and migration risk from investments

Munich Re is exposed to credit risk with regard to its investment portfolio. The market value of various investments, such as bonds or loans, depends on the credit quality of the obligor. If the credit rating of a counterparty, such as an issuer of securities, declines this could lead to a decrease of the market value of the corresponding securities. In the case the obligor defaults as a result of bankruptcy, lack of liquidity, downturns in asset values, operational failure or other reasons, this could lead to financial losses for Munich Re.

Munich Re is engaged in different types of fixed-interest investments, for instance in government bonds, corporate bonds and mortgage-backed securities. Risk concentrations are in particular present with respect to government bonds from inside and outside the EU. Even though government bond investments were deemed to be of very high credit quality, the European sovereign debt crisis showed that a significant counterparty risk is also attached to this asset class resulting in risk concentrations. However, although Munich Re's investment strategy is in principle geared to products with high credit quality, Munich Re also takes on substantial credit risks to increase the return on its investments on a selective basis.

Furthermore, interest and redemption payments, in particular in case of asset-backed securities, mortgage-backed securities and other covered bonds (including German Pfandbriefe), also depend on the underlying collateral. If bonds cannot be redeemed or if the underlying collateral turns out not to be sufficient, adjustments in value may become necessary or financial losses may occur.

An unexpected, material rise of counterparty defaults and deterioration of credit quality, e.g. in the course of a severe economic recession or debt crisis, may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Default risk from credit reinsurance

Munich Re actively assumes credit risk by writing credit reinsurance business. In this business, trade credit and surety business represents the largest part of the portfolio. Credit risk arises for Munich Re from potential claim payments on limits granted by the primary insurer to its policyholders. The primary carrier insures its policyholders from credit risk associated with short-term trade credits to their clients. If these clients are unable to meet their payment obligations, the primary insurer indemnifies the loss to the policyholder. Munich Re reinsures the primary insurer and thereby assumes these credit risks.

An unexpected, material rise of defaults of clients of the policyholders may negatively affect Munich Re's earnings and could have an adverse effect on Munich Re's business and financial condition.

Default risk from business transactions

In the course of its business transactions, Munich Re acquires a large number of receivables and recoverables against counterparties such as cedants, retrocessionaires, insurance brokers, financial institutions and intermediaries. If one or more of these parties default on their obligations to Munich Re due to bankruptcy, lack of liquidity, downturns in the economy asset values, operational failure or other reasons, Munich Re would be exposed to financial losses.

Operational Risks

Munich Re is exposed to operational risk. Operational risk is defined as the risk of losses resulting from inadequate or failed internal processes, and incidents caused by the actions of personnel or system malfunctions, or external events. This includes, among others, IT-related risks, criminal acts committed by employees or third parties, insider trading, infringements of antitrust law, business interruptions, inaccurate processing of transactions, non-compliance with legal or regulatory obligations, and disagreements with business partners. Risks in relation to IT systems and information assets are of particular importance to Munich Re because the ongoing digital transformation of its business operations entails a growing dependence on a stable and secure IT environment. This also applies with regard to the security of external IT service providers. In case of software and hardware errors, inadequate access controls (especially for privileged accounts), power blackouts, incurred damages, computer viruses, ransomware, terrorist or other acts of sabotage as well as other internal or external threats Munich Re could suffer financial losses, a disruption of its businesses, regulatory interventions or reputational damage. For a further discussion of risks to Munich Re's data and information technology security please also refer to "Security risks" in the category "Other Risks".

Further, operational risks stemming from compliance breaches may adversely affect Munich Re's reputation and business. Munich Re and its legal entities must comply with a large number of regulations, provisions and standards in various countries. For example, Munich Re is subject to strict data privacy rules and information security laws and regulations. A breach of these laws and regulations could result in very high fines which could materially impact Munich Re's financial results, reputation and operations. Furthermore, Munich Re is subject to financial sanctions and embargoes against certain governments, entities or individuals as an internationally active reinsurance company. In the event of violations of embargoes or financial sanctions Munich Re could face legal consequences (for example withdrawal of licenses or payment of fines), suffer reputational damage from actual or alleged violations of its various legal duties or face substantial financial fines.

Operational risk may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Legal, Regulatory and Tax Risks

Munich Re is exposed to legal, tax and regulatory risks. These risks are mainly driven by changes of laws, regulations, taxation and accounting standards, the failure of Munich Re to meet regulatory standards and unfavourable decisions in court actions against Munich Re.

Risk of changes in laws and regulations

Regulatory and legal changes as well as other government and judicial actions or trends may have an adverse effect on the business or otherwise materially impact Munich Re.

Munich Re's reinsurance, insurance and asset management business is subject to detailed, comprehensive legal requirements as well as supervision by regulators and administrative authorities in all the countries in which Munich Re companies are domiciled and/or do business. Regulatory or administrative authorities have far-reaching powers addressing many aspects of the insurance and financial services business. These aspects may in particular include, but are not limited to, requirements under insurance (supervisory) law (including requirements regarding customer protection and product distribution), financial crime and sanction requirements, consumer protection rights, anti-trust requirements, anti-money-laundering requirements, legal requirements regarding Munich Re's investments and the management of its assets, and data privacy rules, including information security.

Changes in existing laws and regulations, in their interpretation by courts or the authorities, or the introduction of new legal requirements may affect the markets and jurisdictions in which Munich Re companies do business, the products they may offer to different client groups and the calculation of premiums or benefits as well as the way in which Munich Re companies conduct their business. The EU-exit of the United Kingdom in January 2020 is a recent example of a significant change of the legal environment impacting Munich Re's business.

Especially during severe crises, the risk of regulatory or legal changes tends to amplify and governments or courts may try to alter the interpretation of insurance policy wording. Since the policy wording and the entailed policy exclusions constitute the basis for underwriting risks and calculating premiums, such alterations could pose a significant threat to the insurance industry as a whole and Munich Re in particular. An accumulation of such actions by courts or governments may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Governments, regulatory authorities and other bodies have made and continue to make proposals to reform the legal framework for the (re-)insurance and the financial services industry. These include, but are not limited to, the development of a new risk-based, global insurance capital standard (ICS), initiatives for adjustments around the regulatory regime established by Directive 2009/138/EC (commonly referred to as "**Solvency II**"), considerations around the mechanisms applicable to social security systems and corresponding insurance products, and initiatives with regard to sustainable finance. Changes to data privacy rules including information security in various jurisdictions are currently under way or have been adapted in the past years. These legal developments influence the way in which Munich Re operates its business. It is possible that the future regulatory framework for the financial industry or its application changes. One implication could be that in the future Munich Re will be designated as a "Global Systemically Important Insurer" by the Financial Stability Board and would then be subject to the respective policy measures which apply to such groups.

In extreme situations, changes in the regulatory and legal environment could increase the risk that approvals, licenses and permits on which Munich Re's business depends upon in various countries are not extended or are cancelled. Thus, any significant, unfavourable developments in the underlying laws and regulations for the financial industry and the (re-)insurance industry may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Changes in accounting standards

Changes to EU endorsed International Financial Reporting Standards ("**IFRS**") for (re-)insurance companies have been proposed in recent years and further changes may be proposed in the future. In 2017, the International Accounting Standard Board ("**IASB**") issued a new accounting standard for insurance contracts, IFRS 17. The standard was amended

in June 2020 providing a mandatory date of first-time application for financial years beginning on or after 1 January 2023. At the same time, the amendment to IFRS 4 postponed the mandatory first-time application of IFRS 9, the new IFRS standard for financial instruments, to 2023 for those (re-)insurance companies not yet applying IFRS 9. A simultaneous first-time application of the two standards is therefore possible. Munich Re is planning on applying both standards on 1 January 2023 for the first time. IFRS17 and its amendments have not yet been adopted into European law. IFRS 9 for financial instruments has already been endorsed by the EU.

IFRS 17 is applicable to all primary insurance contracts, to reinsurance assumed and ceded and to investment contracts with discretionary participation features. The measurement requirements are mainly based on a "building block approach", which is made up of a present value of fulfilment cash flows and a contractual service margin. IFRS 9 envisages an expected credit loss model for recognising impairments, by which – unlike under the current incurred loss model of IAS 39 – expected credit losses are anticipated before they arise and must be accounted for as an expense.

IFRS 17 and IFRS 9 are leading to fundamental changes in the accounting for insurance companies and related processes. As the required changes trigger a considerable amount of effort in adapting IT systems and changing the underlying work processes, the Issuer started Group-wide implementation projects to meet the requirements of these standards in 2017. The measurement in accordance with IFRS 17 is complex and requires all systems and processes in place to forecast the outcome of the one-time transition to IFRS 17 and the timing of profits arising from multiyear contracts.

The impact of the transition to IFRS 17 on the overall shareholder's equity cannot be reliably estimated at the date of this Prospectus. Moreover, it might be challenging for investors to understand the complex measurement mechanics and its presentation and results in the financial statements of insurers. Volatility and uncertainty of future IFRS results could increase the frequency and the extent of changes in investors' estimates on sources of earnings and sustainability of the Issuer's IFRS results and might have an impact on the stability of rating models.

Risks with regard to changes in accounting standards may negatively affect Munich Re's earnings and could have an adverse effect on Munich Re's business and financial condition.

Changes in tax legislation and tax risks

Changes in tax legislation could adversely affect Munich Re's business, e.g. by negatively affecting Munich Re's attractiveness as a business partner and/or the attractiveness of some of its products. Reinsurance as well as primary insurance products may be affected.

The most important factor for the tax burden of Munich Re is the applicable tax rate in the various jurisdictions the Group operates in. As of the date of this Prospectus, an increase in tax rates is expected in the United States and the UK. Furthermore, a minimum tax rate in OECD countries – as planned by the OECD – would increase Munich Re's overall tax burden. As a reinsurance company, the taxable income of the Group is exposed to high fluctuation. As a consequence, loss carry-back and loss carry-forward rules (in particular in Germany, the United States and in Australia) are crucial for Munich Re. Due to regulatory and capital management reasons, Munich Re has to enter into Group-internal retrocession agreements. The introduction of limitations on the tax deductibility of payments made under such internal retrocessions would increase the tax burden of the Group. In addition, the introduction of a financial transaction tax in Europe or other new taxes could adversely affect Munich Re's income.

Munich Re is further exposed to operational risks from inaccurate tax provisions. Significant additional tax liabilities may arise from estimates that turn out to be inaccurate when accounting for tax provisions, tax refund claims or tax reserves, and when adjusting the value of deferred tax items. The posting of taxation expenses, the establishment of provisions for contingent tax payments and the accounting for tax refund claims are, as a rule, based on assumptions and on the interpretation of laws and regulations as well as on court rulings, which are often not entirely clear. The expenses assumed and provisions established may be too low and/or the refund claims may be too high. Munich Re is also exposed to the risk of international double taxation or additional tax burden in the context of local governments and tax inspectors not accepting that business is written and administered by entities in countries with low tax rates.

Any of the developments described above or further adverse changes in the tax legislation of relevant jurisdictions may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Failure to meet Solvency II requirements or a negative performance in regulatory stress test

The Solvency II framework determines, among others, regulatory requirements for the calculation of solvency capital, own funds and technical provisions and prescribes investment restrictions, market consistent valuation of assets and liabilities, regulatory reporting, disclosure as well as governance of insurance companies.

Should Munich Re fail to meet Solvency II requirements, regulators would have broad authority to take various regulatory actions. These measures include limiting or prohibiting the writing of new business, prohibiting payment of dividends or coupon payments or even putting Munich Re entities into insolvency. A breach of regulatory capital requirements or a reduction of solvency ratios in one or more of Munich Re's entities may result in the Issuer injecting new capital into its subsidiaries which could in turn adversely affect the Issuer's liquidity and financial position. Regulatory restrictions can reduce Munich Re's ability to move capital within the Group which in turn can adversely affect its liquidity and financial position.

Munich Re uses an internal model to assess its solvency capital requirements under the Solvency II regime. For reinsurance companies the use of an internal model is essential because the standard formula does not capture various important characteristics of a reinsurance business model. The internal model is under continuous review and validation. However, changes and amendments to the model may adversely affect Munich Re's solvency ratios. Furthermore, the volatility of the solvency ratio may be negatively impacted by adverse capital market conditions that are reflected in a market consistent approach in Solvency II. Additionally, there is a risk that the regulatory authorities may (partially) withdraw the approval of the model or impose capital add-ons if significant deficiencies were identified in the course of model reviews. Such a withdrawal or capital add-on could have a material negative impact on the solvency ratio of the Issuer and any company consolidated by the Issuer under the Applicable Supervisory Regulations for group solvency purposes (the "**Munich Re-Group**").

Furthermore, in order to assess the level of capital in the insurance sector, the national and supra-national regulatory authorities require solvency calculations and conduct stress tests to examine the solvency position of the financial institutions. In particular, should Munich Re perform considerably worse than its peers in such a stress test, this could negatively affect the Munich Re's reputation, business and financial condition.

Litigation risks

Within their regular business operations – i.e. in their capacity as insurers, asset managers, employers, investors and taxpayers – the Munich Re companies are involved as claimants or defendants in a number of court, administrative, arbitration and regulatory proceedings, in Germany and other countries, including the United States. For a description of material proceedings as of the date of this Prospectus please see "*Description of the Issuer and Munich Re - Governmental, Legal and Arbitration Proceedings*" below.

If the outcome of pending court cases, arbitration proceedings or regulatory procedures is less favourable for Munich Re than expected or if further procedures are instituted, this may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Other Risks

Other risks that may adversely impact Munich Re include risks related to the current COVID-19 pandemic, liquidity risk, rating risk, strategic risk, security risks, reputational risk and emerging risks.

Risks related to the COVID-19 pandemic

The year 2020 and the first half of 2021 were marked by the ongoing global spread of COVID-19 and by far-reaching restrictions on public, private and economic life. The incurred insurance losses and the economic downturn caused by the pandemic had a significant impact on the insurance industry. For Munich Re, the financial year 2020 was marked by high

claims in connection with COVID-19. Due to the high level of uncertainty regarding the further development of the pandemic as well as the economic and financial consequences of COVID-19, Munich Re's financial results in 2021 and the years ahead may continue to be directly or indirectly adversely affected by the COVID-19 crisis.

As of the date of this Prospectus, Munich Re's COVID-19-related incurred losses on the insurance side were dominated by the business segment reinsurance. In the property and casualty reinsurance segment, COVID-19-related losses were mainly observed in the insurance of major events. On a smaller scale, there were also losses in other lines of property-casualty reinsurance, including business interruption reinsurance. As of the date of this Prospectus, Munich Re expects further losses in property and casualty reinsurance as a result of the COVID-19 crisis going forward, but on a considerably smaller scale than in the year 2020. In life and health reinsurance, Munich Re has experienced losses in its portfolios of mortality and morbidity covers especially in North America. Future claims in life and health reinsurance depend heavily on how the fatality figures develop in North America, but also – to a lesser extent – in India and South Africa. It is also possible that Munich Re will be faced with an increase in policy benefits arising from disability business relating to long-term negative health effects as a result of COVID-19 infections which have not yet been sufficiently researched at this point in time. In the business segment primary insurance Munich Re has incurred losses and expects further claims from business interruption, event and travel insurance.

In addition to the risks on the insurance side, Munich Re is also affected on the investment side as a result of the pandemic's impact on the global economy. The international financial markets were characterised by significant volatility in the first half of 2020. Despite a considerable recovery in the financial markets, there is, at the date of this Prospectus, still a high level of uncertainty of the further economic development in many countries and the impact on the international financial markets. For Munich Re, this entails further loss potential from reductions in the market values of shares and property, as well as from a further decline in interest rates or an increase of credit spreads.

The further development of the COVID-19 pandemic and the resulting impact on Munich Re's business varies from one region to the next and still cannot be forecasted with sufficient certainty. If the crisis worsens and/or if interim relief from infection control measures (such as lock-downs and business closures) must be reversed, e.g. caused by the inability to vaccinate a sufficient proportion of the population, or the occurrence of virus mutants that are resistant to the currently available vaccines, various risks described in this Prospectus could have a further negative impact on Munich Re. These risks include, among others, underwriting risks, market risks, credit risk, legal risks and operational risks. Therefore, the global COVID-19 pandemic may continue to negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and its financial condition.

Liquidity risk

Munich Re is exposed to liquidity risk, i.e. the risk that short-term financial obligations cannot be met without additional costs or loss of capital. Munich Re's objective in managing liquidity risk is to ensure that Munich Re is in a position to meet its payment obligations at all times. To guarantee this, the liquidity position at all units of Munich Re is continuously monitored and subject to stringent requirements for the availability of liquidity. Nonetheless, adverse developments in the capital and credit markets may affect Munich Re's liquidity, cost of capital and access to capital.

To be able to satisfy its liquidity needs, Munich Re is depending on functioning capital markets. Extreme and remote volatility or a partial breakdown of capital markets may lead to a situation with constraints on Munich Re's ability to convert investments and other assets into cash in a timely manner. This could adversely affect the costs of funding and may impact the refinancing structure of Munich Re, the liquidity and credit capacity to operate its business and the availability of capital across the Group's subsidiaries. Such adverse market conditions may particularly harm Munich Re's access to capital required to operate its insurance operations, such as to satisfy claims, meet regulatory capital requirements and generate fee income and market-related revenue to meet liquidity needs.

Thus, any adverse developments around the liquidity situation may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Rating downgrade risk

Munich Re's ratings are of central importance for its competitive position. It cannot be ruled out that there will be downgrades in the future as a result of changes in the development of Munich Re's financial conditions and consolidated results or because of changes in the assessment of the industry by the rating agencies and in rating methods, or a combination of these factors.

Future downgrades may have a negative impact on, among other things, Munich Re's reinsurance and primary insurance business. Lower ratings than those of competitors may impair the acquisition of new business and reduce the competitive edge. Moreover, downgrades may have an adverse impact on the cost and implementation of capital measures and may lead to the emergence of new obligations or the early maturity of, or requirement to collateralise, existing obligations that depend on the maintenance of a specific rating.

In addition, Munich Re's rating may affect the ratings of individual Group entities as those ratings are often derived from the Group rating. Rating downgrades may give rise to new obligations or could lead to the acceleration of existing ones that are dependent on a specific rating of the subsidiary concerned. Conversely, a downgrade of a subsidiary could also negatively affect the result of the Issuer.

A downgrade of Munich Re's rating or of the rating of one of its legal entities may thus adversely affect Munich Re's competitive position and financing costs and as a consequence may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Strategic risks

Munich Re defines strategic risk as the risk of making wrong business decisions, implementing decisions poorly, or being unable to adapt to changes in the operating environment.

In the context of strategic risk, new business models and the low-interest rate environment have further increased the competitive pressure. If Munich Re fails to offer attractive products and services suitable to customers' needs, revenues could be materially adversely affected and Munich Re may lose market shares in important areas which might have a materially adverse impact on Munich Re.

Strategic risk also includes the risk that acquisitions by Munich Re can have adverse effects on its financial position and results of operations. A variety of factors that are partially or entirely beyond Munich Re's control could cause business results of the acquired undertakings to be materially different from what was initially expected. Furthermore, any expected synergies from acquisitions could be materially smaller or materialise only at a later stage than initially expected.

If such strategic risks materialise, this may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Security risks

Munich Re defines security risks as risks resulting from threats to the security of its employees, data, information and property. Due to the dynamic development of cyber crime in the past years and the increasing importance of information technology for Munich Re's core processes, security risks to Munich Re's own data and information (cyber risks) have developed to be a core threat to Munich Re's business. In case of inadequate access controls (especially for privileged accounts), computer viruses, ransomware, acts of sabotage as well as other internal or external security threats, Munich Re could suffer financial losses, a disruption of its businesses, regulatory interventions or reputational damage.

If such security risks materialise, this may negatively affect Munich Re's earnings and could have a materially adverse effect on Munich Re's business and financial condition.

Reputational risks

Reputational risk is the risk of damage to Munich Re's reputation as a consequence of a negative public image. Munich Re's reputation as a well-respected, highly trustworthy and socially aware (re-)insurance group represents an important

basis for its business model. Munich Re's reputation is influenced by its behaviour in a variety of areas such as client relations, product quality, corporate governance, financial performance, employee relations, and corporate responsibility.

Any misbehaviour of Munich Re, its staff members or a failure to take adequate account of societal developments and trends may lead to adverse publicity and damage to Munich Re's reputation or could trigger increased regulatory supervision, which would affect Munich Re's ability to attract and retain customers, impair access to the capital markets or have other adverse effects on Munich Re.

Emerging risks

At Munich Re, the term "emerging risks" is used to refer to new or changing risks that could cause substantial future losses and, therefore, are of major concern to insurance and reinsurance companies. By nature, emerging risks are difficult to identify and analyse given that historical evidence is only of limited use to predict the potential consequences of new risks or estimate quantitative probabilities and loss amounts. Emerging risks can occur as a result of legislative, socio-political, scientific, environmental or technological changes and advances. As a consequence of increasing global dependencies, the rapid spread of technological innovations and the changes of the environment due to climate change, the potential impact of emerging risks and their direct and indirect consequences becomes more relevant and immediate for Munich Re.

An emerging risk, the impact of which cannot yet be accurately estimated, is climate change. Climate change represents one of the biggest long-term risks for the insurance industry. It is likely that climate change will lead to an increase in extreme weather events. Scientific research into climate change is complex and it is possible that impact and materialised losses may differ considerably from Munich Re's expectations. Therefore, the occurrence of natural catastrophes with unexpected characteristics in regard to frequency or severity or other direct or indirect consequences of climate change may have a material negative impact on Munich Re's earnings and financial condition.

Another significant emerging risk for Munich Re's international business model could emerge if a global trend towards political disintegration, nationalism and a breakdown of multilateralism should prevail or even escalate further. As a global (re-)insurance company, Munich Re is dependent on reliable market access, stable regulatory frameworks and prevalence of the rule of law. Potential withdrawals from international agreements, trade unions and frameworks by more and more governments may result in a fragmentation of the global market and an increase of uncertainty about the future business environment in the respective countries. For Munich Re, this may increase operational complexity, regulatory and capital requirements for local legal entities as well as for the Group as a whole, administrative costs to comply with changing legal requirements, and potentially demand a revision of the business strategy.

Any emerging risks are by nature highly uncertain and their impact on the insurance industry as a whole and Munich Re in particular cannot be credibly assessed as of today. However, any adverse development in the trends mentioned above or the appearance of yet unknown risks may negatively affect Munich Re's earnings and could have a material adverse effect on Munich Re's business and financial condition.

Risks relating to the Bonds

Risks associated with the characteristics of the Bonds

The risks associated with the characteristics of the Bonds include risks resulting from the subordination of the Bonds, risks related to the fixed rate interest rate applicable until the First Reset Date, risks related to the floating rate interest applicable from the First Reset Date, risks related to interest rate benchmarks, risks related to the nature of the Bonds as long-term securities, risks related to a possible early redemption of the Bonds and risks in connection with the application of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*, "SchVG").

Risks resulting from the subordination of the Bonds

The obligations under the Bonds constitute unsecured obligations of the Issuer ranking *pari passu* among themselves.

The terms of the Bonds provide that the obligations of the Issuer under the Bonds rank subordinated to all of the Issuer's (i) unsubordinated obligations, (ii) obligations subordinated pursuant to § 39(1) of the German Insolvency Code (*Insolvenzordnung*), (iii) subordinated obligations ranking at least *pari passu* with the Issuer's obligations subordinated by operation of law pursuant to § 39(1) of the German Insolvency Code and (iv) subordinated obligations required to be preferred by mandatory provisions of law.

In the event of the dissolution, liquidation, insolvency or any proceeding to avoid insolvency of the Issuer, the obligations of the Issuer under the Bonds will be fully subordinated to all claims against the Issuer which pursuant to the Terms and Conditions are expressed to, or by operation of law, rank senior to the obligations of the Issuer under the Bonds. In any such event, payments will not be made under the Bonds until all claims ranking senior to the obligations of the Issuer under the Bonds have been satisfied in full.

The holders of the Bonds (the "**Bondholders**" and each a "**Bondholder**") must be aware that, in the circumstances described above, (i) the Issuer will make payments in respect of the Bonds only in accordance with the subordination described above, and (ii) the rights of the Bondholders under the Bonds will be subject to the provisions of insolvency laws applicable to the Issuer from time to time. In a liquidation, dissolution, insolvency, composition or other proceeding for the avoidance of insolvency of, or against, the Issuer, it is very likely that the Bondholders may recover proportionately less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all.

In addition to other limitations on the payment of interest, Arrears of Interest and principal (also see "*Risks related to the nature of the Bonds as long-term securities*" and "*Risks related to deferral of interest payments and restrictions on payment of Arrears of Interest*" below), the Terms and Conditions provide for a pre-insolvency payment prohibition. This means that prior to the commencement of any insolvency or liquidation proceedings, the Bondholders will not have any due (*fällig*) claim for the relevant scheduled payment of interest, payment of Arrears of Interest or the redemption of the Bonds if any reason for the opening of insolvency proceedings in respect of the Issuer in accordance with the applicable insolvency regulations exists or if the payment of the relevant amount would itself cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent. These payment conditions constitute a prohibition on payment meaning that any payments on the Bonds may only be made by the Issuer if it is made in accordance with the aforementioned conditions. Such a prohibition on payment may be in effect for an indefinite period of time and even permanently. Any payment made in breach of this prohibition must be repaid to the Issuer irrespective of any agreement to the contrary.

Risks related to the fixed rate interest applicable until the First Reset Date

The Bonds bear interest at a fixed rate from and including the Issue Date to but excluding the First Reset Date.

During that time, Bondholders are exposed to the risk that the price of such Bonds may fall because of changes in the market yield. While the nominal interest rate (i.e. the coupon) of the Bonds is fixed until, but excluding, the First Reset Date, the market yield typically changes on a daily basis. As the market yield changes, the price of the Bonds typically changes in the opposite direction. If the market yield increases, the price of the Bonds typically falls. If the market yield falls, the price of the Bonds typically increases. Bondholders should be aware that movements of the market yield can adversely affect the price of the Bonds and can lead to losses for the Bondholders.

Bondholders should also be aware that the market yield has two components, namely the risk-free rate and the credit spread. The credit spread is reflective of the yield that investors require in addition to the yield on a credit risk-free investment of approximately equal tenor as a compensation for the risks inherent in the Bonds. The credit spread changes over time and can decrease as well as increase for a large number of different reasons. The market yield of the Bonds can change due to changes of the credit spread, the risk-free rate, or both.

Risks related to the floating rate interest applicable from the First Reset Date

If the Bonds are not called during the period from and including 26 November 2031 to and including the First Reset Date, the Bonds will bear interest at a floating rate from (and including) the First Reset Date until (but excluding) the Final Maturity Date.

The floating rate applicable to the Bonds from (and including) the First Reset Date is based on two components, namely a Reference Rate, which will be, subject to the occurrence of a Benchmark Event, the Euro Interbank Offered Rate ("**EURIBOR**") for three-month Euro deposits and a margin (the "**Margin**"), the sum of them subject to a minimum for the applicable floating rate of 0.00 per cent. *per annum*. The floating rate interest is payable quarterly, and the applicable rate will be determined immediately prior to any Floating Interest Period based on the then prevailing 3-months EURIBOR rate. The Margin was fixed prior to the issue date of the Bonds and will apply to any Floating Interest Period.

For risks related to a possible replacement of the benchmark used as the Reference Rate please refer also to "*Interest rate benchmark risks*" below.

Bondholders should be aware that the floating rate interest income is subject to changes to the 3-month EURIBOR and therefore cannot be anticipated. Hence, Bondholders are not able to determine a definite yield to maturity of the Bonds following the First Reset Date at the time they purchase them, so that their return on investment cannot be compared with that of investments in fixed rate instruments (i.e. instruments with a coupon that is fixed until maturity).

Because the Margin is fixed prior to the issuance of the Bonds, Bondholders are moreover subject to the risk that the Margin does not reflect the market spread that investors require in addition to 3-month EURIBOR as a compensation for the risks inherent in the Bonds.

Furthermore, during each Floating Interest Period, it cannot be ruled out that the price of the Bonds may fall as a result of changes in the current interest rate on the capital market (market interest rate), as the market interest rate fluctuates. During each of these periods, the investor is exposed to the same risk as described under "*Risks related to the fixed rate interest applicable until the First Reset Date*" above.

Interest rate benchmark risks

Reference rates and indices, including interest rate benchmarks, which are used to determine the interest amounts payable under financial instruments or the value of such financial instruments ("**benchmarks**"), such as the EURIBOR, have in recent years been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing benchmarks, with further changes anticipated.

Recent regulatory changes to benchmarks include in particular the European Council's regulation (EU) 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**").

These reforms and changes may cause a benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a benchmark or its discontinuation could have a material adverse effect on financial instruments referencing or linked to such benchmark such as the Bonds following the First Reset Date.

Following the First Reset Date, interest amounts payable under the Bonds are calculated by reference to a Reference Rate, designated to be the three-month EURIBOR. However, should a Benchmark Event (as defined in the Terms and Conditions, such as, for example, a discontinuation of the EURIBOR) occur, certain benchmark replacement provisions ("**Fall-back Provisions**") will apply to the Bonds:

If a Benchmark Event occurs, the Issuer shall endeavour to appoint an independent adviser, which must be an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets. Such independent adviser will be tasked with determining whether an officially recognised successor rate to the discontinued benchmark used as the Reference Rate exists. If that is not the case, the independent adviser will attempt to find an alternative rate which, possibly after application of adjustments or spreads, can replace the discontinued benchmark. Such adjustments or spreads are intended to be applied in order to produce an industry-accepted replacement benchmark rate, however, the relevant adjustments or spreads may not be successful in doing so and the Bonds may still perform differently than if the original benchmark had continued to be used.

If the independent adviser determines a successor rate or alternative rate (the "**New Benchmark Rate**"), such rate will replace the previous benchmark and be used as new Reference Rate. Such determination will be binding for the Issuer, the Bondholders and all other involved parties such as the paying agents. Any amendments pursuant to these fall-back provisions will apply with effect from the Effective Date as defined in the Terms and Conditions.

If the Issuer fails to appoint an independent adviser or if the adviser fails to determine a New Benchmark Rate following a Benchmark Event, the Reference Rate applicable to the immediately following reset period shall be the original benchmark rate determined on the last Interest Determination Date immediately preceding the relevant Effective Date, provided, however, that, in case of the first Floating Interest Period, the Reference Rate shall be -0.052 per cent. *per annum*.

Any adjustment following a Benchmark Event as described above will only be made if no Regulatory Event would occur as a result of such adjustment.

Any replacement of the benchmark used as Reference Rate could have adverse effects on the economic return of the Bondholders following the First Reset Rate compared to the original benchmark rate.

Risks related to the nature of the Bonds as long-term securities including the risk of a delay of redemption

The Bonds are scheduled to be redeemed at par on or around 26 May 2042 (the "**Scheduled Maturity Date**"), provided that on such date the Conditions to Redemption and Repurchase (as defined and described in the Terms and Conditions) are fulfilled. Before that date, the Issuer has, under certain conditions, the right to redeem or repurchase the Bonds, but is under no obligation to do so. If on the Scheduled Maturity Date the Conditions to Redemption and Repurchase are not met, redemption may be delayed beyond the Scheduled Maturity Date for an indefinite period of time. Therefore, Bondholders may receive the amounts due upon redemption at a much later point in time than initially expected.

Under the Terms and Conditions, the Bondholders have no right to require the redemption of the Bonds prior to the Scheduled Maturity Date, and on or following the Scheduled Maturity Date only if the Conditions to Redemption and Repurchase are fulfilled.

Bondholders should be aware that the Terms and Conditions do not contain any event of default provisions that would allow Bondholders to accelerate the Bonds on the occurrence of an event of default.

Application has been made to the Luxembourg Stock Exchange for the Bonds to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List. However, there is a risk that no liquid secondary market for the Bonds will develop or, if it does develop, that it will not continue. The fact that the Bonds will be listed does not necessarily lead to greater liquidity as compared to unlisted bonds. The liquidity of the Bonds may also be subject to fluctuations during the term of the Bonds.

In an illiquid market, an investor is subject to the risk that he will not be able to sell its Bonds at any time at fair market prices.

Prospective investors should be aware that they may be required to bear the financial risk of an investment in the Bonds for a long period and may not recover their investment before the end of this period.

Risks related to a possible early redemption of the Bonds

The Issuer may redeem the Bonds (in whole but not in part) at its option upon giving a notice of redemption in accordance with the Terms and Conditions and subject to the Conditions to Redemption and Repurchase being fulfilled, at par plus accrued interest (as further described in the Terms and Conditions) with effect as of each Optional Redemption Date.

The right of redemption at the option of the Issuer may affect the market value of the Bonds. During any period when the Issuer may, or may be perceived to be able to, elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. Certain market expectations may exist among investors in the Bonds with regard to the Issuer making use of its option to call the Bonds for redemption prior to their

scheduled maturity. Should the Issuer's actions diverge from such expectations, or should the Issuer be prevented from meeting these expectations, the market value of the Bonds may be adversely affected.

In addition, the Issuer may also redeem the Bonds prior to 26 November 2031 at its option upon giving a notice of redemption in accordance with the Terms and Conditions and subject to the Conditions to Redemption and Repurchase being fulfilled, at any time at par plus accrued interest (as further described in the Terms and Conditions):

- (i) if as a result of any change in, or amendment or clarification to, the laws, regulations or other rules of the Issuer's country of domicile for tax purposes, any of its political subdivisions or any authority or any other agency of or in such country having power to tax (including in case any such change, amendment or clarification has retroactive effect), or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change, amendment or clarification becomes effective on or after the date of issue of the Bonds, interest payable by the Issuer in respect of the Bonds is no longer, or will no longer be, fully deductible by the Issuer for income tax purposes in the Issuer's country of domicile for tax purposes, and that risk cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate; or
- (ii) if as a result of any change in or amendment to any of the Applicable Accounting Standards, which change or amendment becomes effective on or after the date of issue of the Bonds, the Issuer must not or must no longer (including in case any such change or amendment to the Applicable Accounting Standards or their interpretation has a retroactive effect) record the obligations under the Bonds as liabilities on the balance sheet in the Issuer's annual solo and/or consolidated financial statements prepared in accordance with the relevant Applicable Accounting Standards and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems appropriate;
- (iii) if the Competent Supervisory Authority states in writing to the Issuer that under the Applicable Supervisory Regulations the Bonds would not be eligible (in whole or in part) to qualify for the inclusion of the Bonds in the calculation of the own funds as Tier 2 Capital for purposes of the determination of the solvency of the Issuer and/or the group solvency of the Munich Re-Group (including the capital adequacy of internationally active insurance groups (IAIG)), and/or that the Bonds no longer fulfil such requirements (in whole or in part), except where this is merely the result of exceeding any applicable limits on the inclusion of the Bonds in the determination of the own funds as Tier 2 Capital of the Issuer and/or of the Munich Re-Group pursuant to the Applicable Supervisory Regulations; or
- (iv) if, as a consequence of a change in, or clarification to, the rating methodology (or the interpretation thereof) of A.M. Best (EU) Rating Services B.V., Fitch Ratings Ireland Limited, Moody's Deutschland GmbH or S&P Global Ratings Europe Ltd., or any respective successor, which change or clarification becomes effective on or after the date of issue of the Bonds, the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Munich Re-Group worsens in the reasonable opinion of the Issuer, as compared to the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Munich Re-Group assigned at or around the date of issue of the Bonds; or
- (v) if the Issuer or its subsidiaries have repurchased or redeemed Bonds equal to or in excess of 80 per cent. of the aggregate principal amount of the Bonds initially issued.

If the Bonds are redeemed prior to 26 May 2032, a Bondholder is exposed to the risk that due to the early redemption his investment will have a lower than expected yield and to the risks connected with any reinvestment of the cash proceeds received as a result of the early redemption. Such cash proceeds may be lower than the then prevailing market price of the Bonds.

Risks in connection with the application of the German Act on Issues of Debt Securities

Because the Terms and Conditions provide for meetings of Bondholders or the taking of votes without a meeting, the Terms and Conditions may be amended by majority resolution of the Bondholders and a Bondholder is subject to the risk of being outvoted by a majority resolution of the Bondholders. The rules pertaining to resolutions of Bondholders are set out in the SchVG and are largely mandatory. Pursuant to the SchVG the relevant majority for Bondholders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the Bonds outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Bonds outstanding. As such a majority resolution is binding on all Bondholders, certain rights of a Bondholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled, which could have significant negative effects on the value of the Bonds and the return from the Bonds.

Because the Terms and Conditions provide that the Bondholders are entitled to appoint a Bondholders' Representative by a majority resolution of the Bondholders, it is possible that a Bondholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, as such right will pass to the Bondholders' Representative who is then exclusively responsible to claim and enforce the rights of all the Bondholders.

Risks associated with "Green Bonds"

It is the Issuer's intention to apply an amount equivalent to the net proceeds from the offer of the Bonds to finance or refinance, in whole or in part, existing and/or future Eligible Projects, as defined and further described in the section "*Use of Proceeds*". The Issuer has established a framework for such issuances which further specifies the eligibility criteria for such Eligible Projects (the "**Green Bond Framework**"). The Green Bond Framework can be accessed on the website of the Issuer (<https://www.munichre.com>). For the avoidance of doubt, neither the Green Bond Framework nor the content of the Issuer's website or any Second Party Opinion (as defined below) or any other document related thereto are incorporated by reference into or form part of this Prospectus.

Prospective investors should have regard to the information set out in this Prospectus regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in the Bonds together with any other investigation such investors deem necessary.

Due to the intention of the Issuer to apply an amount equivalent to the net proceeds from the issuance of the Bonds to Eligible Projects, the Issuer refers to the Bonds as "Green Bonds". There is currently no clearly defined term (legal, regulatory or otherwise) of, nor market consensus as to what constitutes or may be classified as, a "green" or an equivalently labelled project. It is an area which has been, and continues to be, the subject of many and wide-ranging voluntary and regulatory initiatives to develop rules, guidelines, standards, taxonomies and objectives. Even if such voluntary or regulatory initiatives should arrive at a definition of "green" (or any equivalent label) they are not necessarily meant to apply to the Bonds nor will the Issuer necessarily seek compliance of the Bonds with all or some of such rules, guidelines, standards, taxonomies or objectives.

For example, at EU level, published in the Official Journal of the European Union on 22 June 2020 and entered into force on 12 July 2020, Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**EU Taxonomy Regulation**") defined six environmental objectives and established the framework to facilitate sustainable investment. The Taxonomy Regulation tasked the Commission with establishing the actual list of environmentally sustainable activities by defining technical screening criteria for each environmental objective through delegated acts. A first delegated act on sustainable activities for climate change adaption and mitigation objectives was approved in principle on 12 April 2021 and formally adopted on 4 June 2021. A second delegated act for the remaining objectives is expected to be published in 2022. The EU Taxonomy Regulation sets mandatory requirements on disclosure for companies and financial institution and forms the basis for a future European standard for green bonds proposed by the Technical Expert Group on Sustainable Finance in 2019 (the "**EU Green Bond Standard**"). A legislative proposal for the EU Green Bond Standard was published by the European Commission on 6 July 2021.

No assurance can be given by the Issuer or the Joint Lead Managers that the envisaged use of proceeds for the Bonds by the Issuer for any Eligible Projects in accordance with the Green Bond Framework will satisfy, either in whole or in part,

(i) any existing or future legislative or regulatory requirements or standards such as the EU Green Bond Standard, or (ii) any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental impact of any projects or uses, the subject of or related to, the relevant Eligible Projects. Further, no assurance or representation can be given by the Issuer or the Joint Lead Managers that the reporting under the Green Bond Framework will meet investor needs or expectations.

It is the intention of the Issuer to apply an amount equivalent to the proceeds of the Bonds for Eligible Projects in, or substantially in, the manner described in this Prospectus and in the Green Bond Framework. However, there can be no assurance by the Issuer, the Joint Lead Managers or any other person that the relevant project(s) or use(s) the subject of, or related to, any Eligible Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be disbursed in whole or in part for such Eligible Projects. Neither can there be any assurance by the Issuer, the Joint Lead Managers or any other person that such Eligible Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer, or that any adverse environmental and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Projects. The Joint Lead Managers have not undertaken, nor are they responsible for, any assessment of the Eligible Projects or the application, impact or monitoring of the use of proceeds of the Bonds.

(i) Any such event or failure by the Issuer to do so, or (ii) any failure to provide or publish any reporting or any (impact) assessment, or (iii) any failure to obtain any certification or label (or the withdrawal of any such certification or label or of the Second Party Opinion (as defined below)), or (iv) any Eligible Projects ceasing to be classed as such prior to maturity of the Bonds, or (v) the fact that the maturity of an Eligible Project may not match the minimum duration of the Bonds, will not (a) constitute an event of default under the Bonds, (b) give rise to any other claim or right (including, for the avoidance of doubt, the right to otherwise terminate the Bonds early) of a Bondholder against the Issuer or the Joint Lead Managers, (c) lead to an obligation of the Issuer to redeem the Bonds or be a relevant factor for the Issuer in determining whether or not to exercise its optional redemption rights in respect of the Bonds or (d) affect the regulatory treatment of the Bonds.

Payment of principal and interest of the Bonds will be made from the Issuer's general funds and will not be directly linked to the performance of any Eligible Projects (or any other environmental or similar targets set by the Issuer).

The Issuer appointed Sustainalytics to provide an opinion dated 4 September 2020 which was made available in connection with the establishment of the Green Bond Framework (the "**Second Party Opinion**"). No assurance or representation can be given by the Issuer or the Joint Lead Managers as to the suitability or reliability for any purpose whatsoever of the Second Party Opinion. The Second Party Opinion may not address risks that may affect the value of the Bonds issued under the Green Bond Framework or any Eligible Projects against which the Issuer may assign the proceeds of the Bonds.

Such Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in any Bonds, including without limitation market price, marketability, investor preference or suitability of any security. Such Second Party Opinion is a statement of opinion, not a statement of fact. The Second Party Opinion is not, nor should be deemed to be, a recommendation by the Issuer, the Joint Lead Managers or any other person to buy, sell or hold the Bonds. The Second Party Opinion is only current as of the date that opinion was initially issued and may be updated, suspended or withdrawn by the provider at any time. Prospective investors must determine for themselves the relevance of the Second Party Opinion and/or the information contained therein and/or the provider of such Second Party Opinion for the purpose of any investment in the Bonds.

As of the date of this Prospectus, the providers of such Second Party Opinions are not subject to any specific regulatory or other regime or oversight. There can be no assurance that Bondholders will have any recourse against the providers of any Second Party Opinion.

In the event that the Bonds are listed or admitted to trading on the Luxembourg Green Exchange or any other dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market

(whether or not regulated) or included in any index so labelled, no representation or assurance is given by the Issuer, the Joint Lead Managers or any other person that such listing, admission or inclusion satisfies, whether in whole or in part, any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that the criteria for any such listing, admission to trading or inclusion in any index may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Joint Lead Managers or any other person that any such listing, admission to trading or inclusion in any index will be obtained in respect of the Bonds or, if obtained, that any such listing, admission to trading or inclusion in any index will be maintained during the life of the Bonds.

Any of the risks mentioned above and in particular (i) the non-compliance of the Bonds with any future voluntary or regulatory standard for sustainable instruments, (ii) a failure to apply an amount equivalent to the proceeds of the issue of the Bonds for any Eligible Projects and (iii) the withdrawal of the Second Party Opinion may have a material adverse effect on the value of the Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Risks resulting from the Bonds representing regulatory capital

The risks resulting from the Bonds representing regulatory capital include risks resulting from the Bonds being structured to meet the criteria to qualify as regulatory capital (own funds), risks related to deferral of interest payments and restrictions on payments of Arrears of Interest and risk related to a deferral of redemption (see also "*Risks related to the nature of the Bonds as long-term securities including the risk of a delay of redemption*" above).

Risks resulting from the Bonds being structured to meet the criteria to qualify as regulatory capital (own funds)

The Bonds are structured to meet the criteria to qualify as regulatory capital under Solvency II. The Terms and Conditions are drafted accordingly, implying various risks for investors. In particular, there is the risk that the Issuer may be obliged to defer redemption of the Bonds beyond the Scheduled Maturity Date, or to defer payment of interest beyond any Interest Payment Date, whenever the Issuer or the Munich Re-Group does not meet certain regulatory capital requirements in accordance with the Applicable Supervisory Regulations. Moreover, due to the deep subordination of the Bonds there is a higher risk for investors to lose all or part of their investments. Should the Bonds fail to or cease to qualify as regulatory capital, there is a risk that the Bonds may be redeemed prior to the First Reset Date.

Risks related to deferral of interest payments and restrictions on payment of Arrears of Interest

If a Mandatory Deferral Event (as defined in the Terms and Conditions) has occurred and is continuing on the relevant Interest Payment Date, interest which accrued during the period ending on but excluding such Interest Payment Date will not be due and payable (*fällig*) on that Interest Payment Date. Any such failure to pay will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose. Interest deferred will constitute Arrears of Interest, with no certainty for Bondholders as to when these Arrears of Interest will be paid. The Issuer will only be entitled to pay Arrears of Interest at any time if the Conditions to Settlement, as further described in the Terms and Conditions, are fulfilled with respect to such payment. These restrictions also apply in the case of a mandatory settlement of Arrears of Interest, as further described in the Terms and Conditions. In particular, the resulting Arrears of Interest will not bear interest.

The same applies if no Mandatory Deferral Event has occurred, and the Issuer elects in its discretion to defer the payment of accrued interest in whole or in part by giving not less than 10 and not more than 15 Business Days' prior notice to the Bondholders provided that, during the six months before the relevant Interest Payment Date, no Compulsory Interest Payment Event has occurred.

Bondholders will not receive any additional interest or compensation for the deferral of interest payments.

Risks associated with the ability of the Issuer to make payments when due

The risks associated with the ability of the Issuer to make payments when due include the risk that an investor in the Bonds will lose all or some of its investment should the Issuer become insolvent and the risk that the market value of the Bonds could decrease if the creditworthiness of Munich Re worsens.

Risk that an investor in the Bonds will lose all or some of its investment should the Issuer become insolvent.

Any person who purchases the Bonds is relying on the creditworthiness of the Issuer and has no rights against any other person.

Bondholders 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 Bonds. A materialisation of the credit risk (for example, due to the materialisation of any of the "*Risks relating to the Issuer and Munich Re*" as described above) may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Bonds. This risk is aggravated by the fact that the Bonds are unsecured and subordinated (see above, "*Risks associated with the characteristics of the Bonds - Risk related to subordination*") and could result in a partial or total loss of the investor's investment in the Bonds.

Risk that the market value of the Bonds could decrease if the creditworthiness of the Munich Re worsens

If the likelihood decreases that the Issuer will be in a position to fully perform all obligations under the Bonds when they fall due, for example, because of the materialisation of any of the risks regarding the Issuer or the Group, the market value of the Bonds will fall. The market price of the Bonds may also be negatively impacted if the Issuer is perceived to be likely to defer, or has to defer, payments of interest. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Bonds when they fall due actually has not decreased, market participants could nevertheless have a different perception.

Furthermore, the market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the same business as Munich Re could adversely change.

If any of these risks materialises, third parties would only be willing to purchase Bonds for a lower price than the price which prevailed before such risk materialised. Under these circumstances, the market value of the Bonds is likely to decrease.

TERMS AND CONDITIONS OF THE BONDS

Anleihebedingungen

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

§ 1

Definitionen

"**Alternativ-Benchmarksatz**" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

Eine "**Angemessene Überdeckung**" liegt vor, wenn (x) die anwendbare Solo-SCR der Emittentin und (y) die anwendbare Gruppen-SCR der Münchener Rück-Gruppe unter Berücksichtigung der Solvabilität der Emittentin bzw. der Münchener Rück-Gruppe, einschließlich ihres mittelfristigen Kapitalmanagementplans, auch nach der Rückzahlung zuzüglich einer angemessenen Sicherheitsmarge bedeckt sind.

"**Anleihegläubiger**" hat die in § 2(3) festgelegte Bedeutung.

"**Anpassungsspanne**" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

"**Anwendbare Aufsichtsrechtliche Vorschriften**" bezeichnet die jeweils geltenden Vorschriften des Versicherungsaufsichtsrechts (einschließlich Solvency II oder anderer, etwaiger künftiger Richtlinien sowie sämtliche unmittelbar anwendbaren Vorschriften des Europäischen Unionsrechts) und darauf bezogene Verordnungen und Regelungen (einschließlich der jeweils geltenden Leitlinien und Empfehlungen der Europäischen Aufsichtsbehörde für das Versicherungswesen und die betriebliche Altersversorgung, der Verwaltungspraxis der Zuständigen Aufsichtsbehörde und einschlägiger Gerichtsentscheidungen einschließlich etwaiger zukünftiger Übergangsregelungen), die hinsichtlich der Solvabilität der Emittentin und der Gruppensolvabilität der Münchener Rück-Gruppe jeweils anwendbar sind. Dies erfasst auch die Regelungen und Verordnungen hinsichtlich der Gruppensolvabilität sowie der Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG).

"**Anwendbare Insolvenzrechtliche Vorschriften**" bezeichnet die Vorschriften des maßgeblichen Insolvenzrechts und darauf bezogene Regelungen und Verordnungen (einschließlich der Gerichtspraxis und

Terms and Conditions

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

§ 1

Definitions

"**Alternative Benchmark Rate**" has the meaning set out in § 4(2)(e)(vi).

An "**Appropriate Margin**" exists if (x) the applicable Solo SCR of the Issuer and (y) the applicable Group SCR of the Munich Re-Group, after the redemption, will be exceeded by an appropriate margin, taking into account the solvency position of the Issuer and the Munich Re-Group, including their medium-term capital management plan.

"**Bondholder**" has the meaning set out in § 2(3).

"**Adjustment Spread**" has the meaning set out in § 4(2)(e)(vi).

"**Applicable Supervisory Regulations**" means the applicable provisions of insurance supervisory laws (including Solvency II or any other future directive(s), as well as any directly applicable provisions of European Union law) and any regulations and rules thereunder (including the applicable guidelines and recommendations of the European Insurance and Occupational Pensions Authority, the administrative practice of the Competent Supervisory Authority and any applicable decision of a court including any future grandfathering provisions) for solvency purposes of the Issuer and for group solvency of the Munich Re-Group as applicable from time to time. These include the rules and regulations with respect to the group solvency and capital adequacy of internationally active insurance groups (IAIG).

"**Applicable Insolvency Regulations**" means the provisions of the relevant insolvency laws and any rules and regulations

einschlägiger Gerichtsentscheidungen), die jeweils in Bezug auf die Emittentin anwendbar sind.

"Anwendbare Rechnungslegungsvorschriften" bezeichnet

- (i) die Rechnungslegungsgrundsätze nach dem Handelsgesetzbuch in seiner jeweils geltenden Fassung ("**HGB**") oder andere allgemein anerkannte Rechnungslegungsgrundsätze, die diese in Zukunft ersetzen, wie sie von der Emittentin zu den jeweiligen Stichtagen und für die jeweiligen Rechnungslegungsperioden jeweils für die Erstellung ihres Einzelabschlusses angewendet werden; bzw.
- (ii) die International Financial Reporting Standards (IFRS) oder andere allgemein anerkannte Rechnungslegungsgrundsätze, die diese in Zukunft ersetzen, wie sie von der Emittentin zu den jeweiligen Stichtagen und für die jeweiligen Rechnungslegungsperioden jeweils für die Erstellung ihres Konzernabschlusses angewendet werden.

Ein "**Aufsichtsrechtliches Ereignis**" tritt ein, wenn die Zuständige Aufsichtsbehörde gegenüber der Emittentin feststellt, dass nach den Anwendbaren Aufsichtsrechtlichen Vorschriften die Schuldverschreibungen die Anforderungen für die Einbeziehung der Schuldverschreibungen in die Berechnung der Eigenmittel als Tier-2-Kapital für Zwecke der Ermittlung der Solvabilität der Emittentin und/oder der Gruppensolvabilität der Münchener Rück-Gruppe (einschließlich der Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG)) ganz oder teilweise nicht erfüllen, und/oder die Schuldverschreibungen derartige Anforderungen ganz oder teilweise nicht länger erfüllen oder voraussichtlich nicht länger erfüllen, es sei denn, dies beruht allein auf der Überschreitung der anwendbaren Anrechnungsobergrenzen für die Einbeziehung der Schuldverschreibungen in das Tier-2-Kapital der Emittentin und/oder der Münchener Rück-Gruppe aufgrund der Anwendbaren Aufsichtsrechtlichen Vorschriften.

Für die Feststellung des Vorliegens eines Aufsichtsrechtlichen Ereignisses genügt es, wenn die Emittentin von der Zuständigen Aufsichtsbehörde eine entsprechende Mitteilung erhalten hat.

"Ausstehende Hybridanleihen der Emittentin" hat die in § 3(1) festgelegte Bedeutung.

"Benchmark-Änderungen" hat die in § 4(2)(e)(iv) festgelegte Bedeutung.

thereunder (including court case law and any applicable court decisions) applicable to the Issuer from time to time.

"Applicable Accounting Standards" means, as applicable,

- (i) the accounting principles under the German Commercial Code (*Handelsgesetzbuch*), as amended ("**HGB**") or any other accounting principles generally accepted which subsequently supersede them as applied by the Issuer at the relevant dates and for the relevant periods for purposes of drawing up its solo financial statements; or
- (ii) the International Financial Reporting Standards (IFRS) or any other accounting principles generally accepted which subsequently supersede them as applied by the Issuer at the relevant dates and for the relevant periods for purposes of drawing up its consolidated financial statements.

A "**Regulatory Event**" will occur if the Competent Supervisory Authority states to the Issuer that under the Applicable Supervisory Regulations the Bonds would not be eligible (in whole or in part) to qualify for the inclusion of the Bonds in the calculation of the own funds as Tier 2 Capital for purposes of the determination of the solvency of the Issuer and/or the group solvency of the Munich Re-Group (including the capital adequacy of internationally active insurance groups (IAIG)), and/or that the Bonds no longer fulfil or would likely no longer fulfil such requirements (in whole or in part), except where this is merely the result of exceeding any applicable limits on the inclusion of the Bonds in the determination of the own funds as Tier 2 Capital of the Issuer and/or of the Munich Re-Group pursuant to the Applicable Supervisory Regulations.

For the purposes of the determination of the occurrence of a Regulatory Event it suffices that the Issuer has received a corresponding communication from the Competent Supervisory Authority.

"Issuer's Existing Hybrid Bonds" has the meaning set out in § 3(1).

"Benchmark Amendments" has the meaning set out in § 4(2)(e)(iv).

"Benchmark-Ereignis" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

"Berechnungsstelle" hat die in § 9(1) festgelegte Bedeutung.

"Bildschirmseite" hat die in § 4(2)(c) festgelegte Bedeutung.

"Clearingsystem" bezeichnet gemeinsam Clearstream Banking S.A., Luxemburg und Euroclear Bank SA/NV, Brüssel.

"Dauer-Globalurkunde" hat die in § 2(2) festgelegte Bedeutung.

"Depotbank" bezeichnet ein Bank- oder sonstiges Finanzinstitut, bei dem der Anleihegläubiger Schuldverschreibungen im Depot verwahren lässt und das ein Konto bei dem Clearingsystem hat, einschließlich des Clearingsystems.

"Emittentin" ist die Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München (**"Münchener Rückversicherungs-Gesellschaft"**).

"Endfälligkeitstag" hat die in § 5(1) festgelegte Bedeutung.

"Euro-Zone" hat die in § 4(2)(c) festgelegte Bedeutung.

"Erster Resettermin" ist der 26. Mai 2032.

"Fakultativer Zinszahlungstag" bezeichnet jeden Zinszahlungstag, in Bezug auf den während der letzten sechs Monate vor dem betreffenden Zinszahlungstag kein Obligatorisches Zinszahlungseignis eingetreten ist, und in Bezug auf den kein Pflichtaufschubereignis eingetreten ist und fortbesteht.

"Festgelegter Nennbetrag" hat die in § 2(1) festgelegte Bedeutung.

"Festzinsperiode" hat die in § 4(1)(b) festgelegte Bedeutung.

"Festzinszahlungstag" ist der 26. Mai eines jeden Jahres, erstmals am 26. Mai 2022 (erste kurze Zinsperiode).

"Freiwilliger Nachzahlungstag" hat die in § 4(5)(a) festgelegte Bedeutung.

"Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), (i) an dem das Clearingsystem geöffnet ist, um Zahlungen abzuwickeln, und (ii) der ein TARGET-Geschäftstag ist.

"Globalurkunde" hat die in § 2(2) festgelegte Bedeutung.

Ein **"Gross-Up-Ereignis"** tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und

"Benchmark Event" has the meaning set out in § 4(2)(e)(vi).

"Calculation Agent" has the meaning set out in § 9(1).

"Screen Page" has the meaning set out in § 4(2)(c).

"Clearing System" means together Clearstream Banking, S.A., Luxembourg and Euroclear Bank SA/NV, Brussels.

"Permanent Global Bond" has the meaning set out in § 2(2).

"Custodian" means any bank or other financial institution with which the Bondholder maintains a securities account in respect of any Bonds and having an account maintained with the Clearing System, including the Clearing System.

"Issuer" means Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München (**"Munich Reinsurance Company"**).

"Final Maturity Date" has the meaning set out in § 5(1).

"Euro-Zone" has the meaning set out in § 4(2)(c).

"First Reset Date" means 26 May 2032.

"Optional Interest Payment Date" means each Interest Payment Date in respect of which no Compulsory Interest Payment Event occurred during the six months before the relevant Interest Payment Date, and in respect of which no Mandatory Deferral Event has occurred and is continuing.

"Principal Amount" has the meaning set out in § 2(1).

"Fixed Interest Period" has the meaning set out in § 4(1)(b).

"Fixed Interest Payment Date" means 26 May of each year commencing on 26 May 2022 (short first coupon).

"Optional Settlement Date" has the meaning set out in § 4(5)(a).

"Business Day" means a day which is a day (other than a Saturday or a Sunday) on which (i) the Clearing System is open to settle payments and (ii) which is a TARGET Business Day.

"Global Bond" has the meaning set out in § 2(2).

A **"Gross-Up Event"** will occur if an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer has

die Emittentin der Hauptzahlstelle eine Kopie davon überlässt), aus dem hervorgeht, dass die Emittentin aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung oder Klarstellung der Gesetze, Verordnungen oder sonstigen Vorschriften des Staates, in dem die Emittentin steuerlich ansässig ist, einer seiner Gebietskörperschaften oder einer seiner zur Erhebung von Steuern berechtigten Behörden oder sonstigen Stellen (einschließlich des Falles, dass die betreffende Änderung oder Klarstellung rückwirkend Anwendung findet), oder aufgrund einer Änderung der Auslegung oder Anwendung, oder aufgrund einer erstmaligen Auslegung oder Anwendung dieser Gesetze, Verordnungen oder sonstigen Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht oder eine Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung von Entscheidungen eines Gerichts oder einer Behörde) verpflichtet ist oder verpflichtet sein wird, Zusätzliche Beträge gemäß § 7 auf die Schuldverschreibungen zu zahlen, und die Emittentin diese Verpflichtung nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für zumutbar und angemessen hält.

"Gruppen-MCR" bezeichnet (i) die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Münchener Rück-Gruppe geltende konsolidierte Mindestsolvenzkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung); oder (ii) eine andere Kapitalanforderung, die die Kapitalanforderung nach Ziffer (i) ersetzt, auf die in den Kriterien für die Anerkennung von Eigenmittelbestandteilen im Tier-2-Kapital der Münchener Rück-Gruppe Bezug genommen wird, und die jeweils für die Münchener Rück-Gruppe anwendbar ist.

"Gruppen-SCR" bezeichnet die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Münchener Rück-Gruppe geltende Gruppensolvvenzkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung).

"Hauptzahlstelle" hat die in § 9(1) festgelegte Bedeutung.

Ein **"Insolvenzereignis"** ist eingetreten, wenn bezüglich der Emittentin ein Eröffnungsgrund im Sinne der §§ 16 ff. Insolvenzordnung ("**InsO**") oder nach Maßgabe sonstiger Anwendbarer Insolvenzrechtlicher Vorschriften vorliegt.

"Marge" ist gleich 2,10 %.

provided the Principal Paying Agent with a copy thereof) stating that, as a result of any change in, or amendment or clarification to, the laws, regulations or other rules of the Issuer's country of domicile for tax purposes, any of its political subdivisions or any authority or any other agency of or in such country having power to tax (including in case any such change, amendment or clarification has retroactive effect), or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change or amendment becomes effective on or after the date of issue of the Bonds, the Issuer has or will become obliged to pay Additional Amounts pursuant to § 7 on the Bonds, and that obligation cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate.

"Group MCR" means (i) the minimum consolidated group solvency capital requirement applicable to the Munich Re-Group pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations); or (ii) any other capital requirement that may replace the capital requirement in clause (i), to which the criteria for the eligibility of own funds items in the Tier 2 Capital of the Munich Re-Group refer, and that is applicable to the Munich Re-Group from time to time.

"Group SCR" means the group solvency capital requirement applicable to the Munich Re-Group pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations).

"Principal Paying Agent" has the meaning set out in § 9(1).

An **"Insolvency Event"** will have occurred if a reason for the opening of insolvency proceedings in respect of the Issuer within the meaning of § 16 et seq. of the German Insolvency Code (*Insolvenzordnung*) ("**InsO**") or in accordance with any other Applicable Insolvency Regulations exists.

"Margin" means 2.10 per cent.

"Münchener Rück-Gruppe" bezeichnet die Emittentin und jede von der Emittentin nach Maßgabe der Anwendbaren Aufsichtsrechtlichen Vorschriften für Zwecke der Gruppensolvabilität konsolidierte Gesellschaft.

"Nachfolge-Benchmarksatz" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

Die **"Nachzahlungsvoraussetzungen"** sind an einem Tag in Bezug auf eine Zahlung von Zinsrückständen erfüllt, wenn an diesem Tag kein Pflichtaufschubereignis eingetreten ist und fortbesteht oder als Folge einer solchen Zahlung eintreten würde.

"Neue Emittentin" hat die in § 13(1) festgelegte Bedeutung.

"Neuer Benchmarksatz" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

"Nominierungsgremium" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

"Obligatorischer Zinszahlungstag" bezeichnet jeden Zinszahlungstag, in Bezug auf den während der letzten sechs Monate vor dem betreffenden Zinszahlungstag ein Obligatorisches Zinszahlungsereignis eingetreten ist, und in Bezug auf den kein Pflichtaufschubereignis eingetreten ist und fortbesteht.

"Obligatorisches Zinszahlungsereignis" bezeichnet jedes der folgenden Ereignisse:

- (i) auf der Hauptversammlung der Emittentin wird eine Dividende, sonstige Ausschüttung oder Zahlung auf eine beliebige Gattung von Aktien der Emittentin wirksam beschlossen; oder
- (ii) die Emittentin leistet eine Abschlagszahlung auf den Bilanzgewinn.

Ein **"Pflichtaufschubereignis"** ist in Bezug auf einen Tag, an dem eine Zahlung von Zinsen und/oder Zinsrückständen auf die Schuldverschreibungen gemäß diesen Anleihebedingungen vorgesehen ist, eingetreten, wenn

- (i) entweder ein an oder vor diesem Tag eingetretenes Insolvenzereignis an diesem Tag fortbesteht oder die betreffende Zahlung ein Insolvenzereignis auslösen oder dessen Eintritt beschleunigen würde; oder
- (ii) an diesem Tag eine Anordnung der Zuständigen Aufsichtsbehörde in Kraft ist, die der Emittentin untersagt, Zahlungen auf die Schuldverschreibungen zu leisten, oder ein anderes gesetzliches oder

"Munich Re-Group" means the Issuer and any company consolidated by the Issuer under the Applicable Supervisory Regulations for group solvency purposes.

"Successor Benchmark Rate" has the meaning set out in § 4(2)(e)(vi).

The **"Conditions to Settlement"** are fulfilled on a day with respect to any payment of Arrears of Interest if on such day no Mandatory Deferral Event has occurred and is continuing or would occur as a result of such payment.

"New Issuer" has the meaning set out in § 13(1).

"New Benchmark Rate" means has the meaning set out in § 4(2)(e)(vi)

"Relevant Nominating Body" has the meaning set out in § 4(2)(e)(vi).

"Compulsory Interest Payment Date" means any Interest Payment Date in respect of which a Compulsory Interest Payment Event occurred during the six months before the relevant Interest Payment Date, and in respect of which no Mandatory Deferral Event has occurred and is continuing.

"Compulsory Interest Payment Event" means any of the following events:

- (i) the general meeting of shareholders of the Issuer has validly resolved on any dividend, other distribution or payment on any shares of any class of the Issuer; or
- (ii) any payment on account of the balance sheet profit has been made by the Issuer.

A **"Mandatory Deferral Event"** will have occurred with respect to the date on which any payment of interest and/or Arrears of Interest on the Bonds is scheduled to be paid under these Terms and Conditions if

- (i) either an Insolvency Event that has occurred on or prior to such date is continuing on such date or the relevant payment would result in, or accelerate, the occurrence of an Insolvency Event; or
- (ii) there is in effect on such date an order of the Competent Supervisory Authority prohibiting the Issuer from making payments under the Bonds, or there is in effect on such date any other payment

behördliches Zahlungsverbot in Bezug auf die Schuldverschreibungen besteht; oder

- (iii) entweder ein an oder vor diesem Tag eingetretenes Solvenzkapitalereignis an dem betreffenden Tag fortbesteht oder die betreffende Zahlung ein Solvenzkapitalereignis auslösen oder dessen Eintritt beschleunigen würde, es sei denn, die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften geltenden Bedingungen für eine ausnahmsweise Zulassung der Zahlung von Zinsen und/oder Zinsrückständen sind an diesem Tag erfüllt. Am Tag der Begebung der Schuldverschreibungen setzt dies voraus, dass:

(A) die Zuständige Aufsichtsbehörde in Kenntnis des Eintritts eines noch fortbestehenden Solvenzkapitalereignisses ihre vorherige Zustimmung zu der Zahlung der betreffenden Zinsen und/oder der Zinsrückstände auf die Schuldverschreibungen erteilt und bis zu diesem Tag nicht widerrufen hat; und

(B) die Solvabilität der Emittentin und/oder der Münchener Rück-Gruppe durch die Zahlung der betreffenden Zinsen und/oder Zinsrückstände auf die Schuldverschreibungen nicht weiter geschwächt wird; und

(C)

(I) die anwendbare Solo-MCR; und

(II) die anwendbare Gruppen-MCR der Münchener Rück-Gruppe

nach der betreffenden Zahlung von Zinsen und/oder Zinsrückständen auf die Schuldverschreibungen eingehalten werden.

"Pflichtnachzahlungstag" bezeichnet den früheren der folgenden Tage:

- (i) für Zinsrückstände, die vor dem Eintritt eines Obligatorischen Zinszahlungsereignisses entstanden sind, den nächsten Zinszahlungstag, der auf den Tag folgt, an dem ein Obligatorisches Zinszahlungsereignis eingetreten ist, und in Bezug auf den die Nachzahlungsvoraussetzungen erfüllt sind;
- (ii) den Tag, an dem die Schuldverschreibungen gemäß § 5 zur Rückzahlung fällig werden; und
- (iii) den Tag, an dem eine Verfügung zur Abwicklung, Liquidation oder Auflösung der Emittentin ergeht

prohibition in respect of the Bonds, whether by statute or by order of any authority; or

- (iii) either a Solvency Capital Event that has occurred on or prior to such date is continuing on such date or the relevant payment would result in, or accelerate, the occurrence of a Solvency Capital Event, unless the conditions under the Applicable Supervisory Regulations for the exceptional permission of the payment of the relevant interest and/or Arrears of Interest are fulfilled on the relevant date. On the date of issue of the Bonds this requires that:

(A) the Competent Supervisory Authority, being aware of the occurrence of a Solvency Capital Event that is continuing, has given, and not withdrawn by such date, its prior consent to the payment of the relevant interest and/or Arrears of Interest; and

(B) the solvency position of the Issuer and/or the Munich Re-Group would not be further weakened by the payment of such interest and/or Arrears of Interest on the Bonds; and

(C)

(I) the applicable Solo MCR; and

(II) the applicable Group MCR of the Munich Re-Group,

are fulfilled after the relevant payment of interest and/or Arrears of Interest on the Bonds.

"Mandatory Settlement Date" means the earlier of the following dates:

- (i) in respect of any Arrears of Interest that existed prior to the occurrence of a Compulsory Interest Payment Event, the next Interest Payment Date following the date on which a Compulsory Interest Payment Event occurred and in respect of which the Conditions to Settlement are fulfilled;
- (ii) the date on which the Bonds fall due for redemption in accordance with § 5; and
- (iii) the date on which an order is made for the winding up, liquidation or dissolution of the Issuer (other than for

(sofern dies nicht für die Zwecke oder als Folge eines Zusammenschlusses, einer Umstrukturierung oder Sanierung geschieht, bei dem bzw. bei der die Emittentin noch zahlungsfähig ist und bei dem bzw. bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt).

"Qualifizierte Mehrheit" hat die in § 12(2) festgelegte Bedeutung.

Ein **"Ratingereignis"** tritt ein, wenn sich aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen eingetretenen Änderung oder Klarstellung der Rating-Methodologie (oder deren Auslegung) die Behandlung der Schuldverschreibungen (einschließlich des diesen zugewiesenen Eigenkapitalgehalts) für die Bemessung der Kapitalisierung der Emittentin oder der Münchener Rück-Gruppe durch die A.M. Best (EU) Rating Services B.V., die Fitch Ratings Ireland Limited, Moody's Deutschland GmbH oder die S&P Global Ratings Europe Ltd. (oder ein mit der jeweiligen Ratingagentur verbundenes Unternehmen oder eine jeweilige Nachfolgerin), nach begründeter Auffassung der Emittentin im Vergleich zu der Behandlung der Schuldverschreibungen (einschließlich des diesen zugewiesenen Eigenkapitalgehalts) für die Bemessung der Kapitalisierung der Emittentin oder der Münchener Rück-Gruppe an dem oder um den Tag der Begebung der Schuldverschreibungen verschlechtert.

Ein **"Rechnungslegungsergebnis"** tritt ein, wenn der Emittentin eine Bestätigung einer anerkannten Wirtschaftsprüfungsgesellschaft vorliegt (und die Emittentin der Hauptzahlstelle eine Kopie davon überlässt), aus der hervorgeht, dass die Emittentin aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen eingetretenen Änderung der Anwendbaren Rechnungslegungsvorschriften die Schuldverschreibungen in dem nach Maßgabe der jeweiligen Anwendbaren Rechnungslegungsvorschriften aufgestellten Einzel- und/oder Konzernjahresabschluss der Emittentin nicht oder nicht mehr (einschließlich des Falles einer rückwirkenden Änderung der Anwendbaren Rechnungslegungsvorschriften) als Verbindlichkeiten in der Bilanz ausweisen kann und die Emittentin dies nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für angemessen hält.

"Referenzbanken" hat die in § 4(2)(c) festgelegte Bedeutung.

"Referenzbankensatz" hat die in § 4(2)(c) festgelegte Bedeutung.

the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent, where the continuing entity assumes substantially all of the assets and obligations of the Issuer).

"Qualified Majority" has the meaning set out in § 12(2).

A **"Rating Event"** will occur if, as a consequence of a change in, or clarification to, the rating methodology (or the interpretation thereof) of A.M. Best (EU) Rating Services B.V., Fitch Ratings Ireland Limited, Moody's Deutschland GmbH or S&P Global Ratings Europe Ltd. (or any respective affiliate of any such rating agency or any respective successor), which change or clarification becomes effective on or after the date of issue of the Bonds, the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Munich Re-Group worsens in the reasonable opinion of the Issuer, as compared to the capital treatment (including the assigned equity content) of the Bonds for the Issuer or the Munich Re-Group assigned at or around the date of issue of the Bonds.

An **"Accounting Event"** will occur if a confirmation of a recognised auditing firm has been delivered to the Issuer (and the Issuer has provided the Principal Paying Agent with a copy thereof) stating that, as a result of any change in or amendment to any of the Applicable Accounting Standards, which change or amendment becomes effective on or after the date of issue of the Bonds, the Issuer must not or must no longer (including in case any such change or amendment to the Applicable Accounting Standards or their interpretation has retroactive effect) record the obligations under the Bonds as liabilities on the balance sheet in the Issuer's annual solo and/or consolidated financial statements prepared in accordance with the relevant Applicable Accounting Standards and this cannot be avoided by the Issuer taking such measures it (acting in good faith) deems appropriate.

"Reference Banks" has the meaning set out in § 4(2)(c).

"Reference Bank Rate" has the meaning set out in § 4(2)(c).

"**Referenzsatz**" hat die in § 4(2)(c) festgelegte Bedeutung.

"**Rückzahlungs- und Rückkaufbedingungen**" hat die in § 5(6) festgelegte Bedeutung.

"**Rückzahlungsbetrag**" ist ein Betrag je Schuldverschreibung in Höhe des Festgelegten Nennbetrages zuzüglich der bis zum Tag der Rückzahlung (ausschließlich) in Bezug auf diese Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher fälligen Zinsrückstände in Bezug auf diese Schuldverschreibung.

"**Schuldverschreibungen**" hat die in § 2(1) festgelegte Bedeutung.

"**Solo-MCR**" bezeichnet die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Emittentin auf individueller Ebene geltende Mindestkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung).

"**Solo-SCR**" bezeichnet die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Emittentin auf individueller Ebene geltende Solvenzkapitalanforderung (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung).

"**Solvency II**" bezeichnet die Richtlinie 2009/138/EG des Europäischen Parlaments und des Rates vom 25. November 2009 in der jeweils geltenden Fassung, die dazu erlassenen weiteren Rechtsakte der Europäischen Union, einschließlich der Delegierten Verordnung (EU) 2015/35 der Kommission vom 10. Oktober 2014, und die darauf bezogenen einschlägigen Umsetzungsgesetze und -maßnahmen, in der jeweils gültigen Fassung.

Ein "**Solvenzkapitalereignis**" ist eingetreten, wenn:

- (i) der Betrag der Eigenmittel der Emittentin (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) nicht ausreicht, um die anwendbare Solo-SCR oder die anwendbare Solo-MCR der Emittentin zu bedecken; und/oder
- (ii) der Betrag der Eigenmittel der Münchener Rück-Gruppe (unabhängig von der in den Anwendbaren Aufsichtsrechtlichen Vorschriften gewählten Bezeichnung) nicht ausreicht, um die anwendbare Gruppen-SCR oder die anwendbare Gruppen-MCR der Münchener Rück-Gruppe zu bedecken.

Ein "**Steuerereignis**" tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Hauptzahlstelle eine Kopie davon

"**Reference Rate**" has the meaning set out in § 4(2)(c).

"**Conditions to Redemption and Repurchase**" has the meaning set out in § 5(6).

"**Redemption Amount**" means an amount per Bond equal to the Principal Amount plus any interest accrued on such Bond to but excluding the date of redemption but unpaid and, for the avoidance of doubt, any Arrears of Interest due on such Bond.

"**Bonds**" has the meaning set out in § 2(1).

"**Solo MCR**" means the minimum capital requirement applicable to the Issuer on an individual basis pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations).

"**Solo SCR**" means the solvency capital requirement applicable to the Issuer on an individual basis pursuant to the Applicable Supervisory Regulations (regardless of the terminology used by the Applicable Supervisory Regulations).

"**Solvency II**" means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 as amended from time to time, the further legislative acts of the European Union enacted in relation thereto including Commission Delegated Regulation (EU) 2015/35 of 10 October 2014, and the applicable legislation and measures implementing the same, in each case as amended from time to time.

A "**Solvency Capital Event**" will have occurred if:

- (i) the amount of own funds (*Eigenmittel*) of the Issuer (regardless of the terminology used by the Applicable Supervisory Regulations) is not sufficient to cover the applicable Solo SCR or the applicable Solo MCR of the Issuer; and/or
- (ii) the amount of own funds (*Eigenmittel*) of the Munich Re-Group (regardless of the terminology used by the Applicable Supervisory Regulations) is not sufficient to cover the applicable Group SCR or the applicable Group MCR of the Munich Re-Group.

A "**Tax Event**" will occur if an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer has provided the Principal Paying Agent with a copy thereof)

überlässt), aus dem hervorgeht, dass aufgrund einer an oder nach dem Tag der Begebung der Schuldverschreibungen in Kraft tretenden Änderung oder Klarstellung der Gesetze, Verordnungen oder sonstigen Vorschriften des Staates, in dem die Emittentin steuerlich ansässig ist, einer seiner Gebietskörperschaften oder einer seiner zur Erhebung von Steuern berechtigten Behörden oder sonstigen Stellen (einschließlich des Falles, dass die betreffende Änderung oder Klarstellung rückwirkend Anwendung findet), oder aufgrund einer Änderung oder Klarstellung der Auslegung oder Anwendung, oder aufgrund einer erstmaligen Auslegung oder Anwendung dieser Gesetze, Verordnungen oder sonstigen Vorschriften durch eine gesetzgebende Körperschaft, ein Gericht oder eine Behörde (einschließlich des Erlasses von Gesetzen sowie der Bekanntmachung von Entscheidungen eines Gerichts oder einer Behörde), Zinsen, die von der Emittentin auf die Schuldverschreibungen zu zahlen sind, von der Emittentin nicht mehr für die Zwecke der Ertragsteuer in dem Staat, in dem die Emittentin steuerlich ansässig ist, voll abzugsfähig sind, bzw. nicht mehr voll abzugsfähig sein werden, und die Emittentin dieses Risiko nicht abwenden kann, indem sie Maßnahmen ergreift, die sie nach Treu und Glauben für zumutbar und angemessen hält.

"Steuern" hat die in § 7 festgelegte Bedeutung.

"Stichtag" hat die in § 4(2)(e)(vii) festgelegte Bedeutung.

"TARGET-Geschäftstag" bezeichnet einen Tag, an dem alle maßgeblichen Stellen des Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) offen sind, um Zahlungen abzuwickeln.

"Tier-2-Kapital" bezeichnet die Tier-2-Basiseigenmittel (wie in den Anwendbaren Aufsichtsrechtlichen Vorschriften definiert und unabhängig von der darin gewählten Bezeichnung) für Zwecke der Ermittlung der Solo-Solvabilität der Emittentin oder der Gruppen-Solvabilität der Münchener Rück-Gruppe (einschließlich der Kapitaladäquanz von international aktiven Versicherungsgruppen (IAIG)).

"Unabhängiger Berater" hat die in § 4(2)(e)(vi) festgelegte Bedeutung.

"Ursprünglicher Benchmarksatz" hat die in § 4(2)(c) festgelegte Bedeutung.

"Variable Zinsperiode" bezeichnet jeden Zeitraum ab dem Ersten Resettermin (einschließlich) bis zum ersten Variablen Zinszahlungstag (ausschließlich) und nachfolgend ab jedem Variablen Zinszahlungstag (einschließlich) bis zu dem

stating that, as a result of any change in, or amendment or clarification to, the laws, regulations or other rules of the Issuer's country of domicile for tax purposes, any of its political subdivisions or any authority or any other agency of or in such country having power to tax (including in case any such change, amendment or clarification has retroactive effect), or as a result of any change in, or amendment or clarification to, the interpretation or application, or as a result of any interpretation or application made for the first time, of any such laws, regulations or other rules by any legislative body, court or authority (including the enactment of any legislation and the publication of any decision of any court or authority), which change, amendment or clarification becomes effective on or after the date of issue of the Bonds, interest payable by the Issuer in respect of the Bonds is no longer, or will no longer be, fully deductible by the Issuer for income tax purposes in the Issuer's country of domicile for tax purposes, and that risk cannot be avoided by the Issuer taking such measures it (acting in good faith) deems reasonable and appropriate.

"Taxes" has the meaning set out in § 7.

"Effective Date" has the meaning set out in § 4(2)(e)(vii).

"TARGET Business Day" means a day on which all relevant parts of the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) are open to effect payments.

"Tier 2 Capital" means Tier 2 basic own funds (as defined in, and regardless of the terminology used by, the Applicable Supervisory Regulations) for solvency purposes of the Issuer on an individual basis or for group solvency purposes of the Munich Re-Group (including the capital adequacy of internationally active insurance groups (IAIG)).

"Independent Adviser" has the meaning set out in § 4(2)(e)(vi).

"Original Benchmark Rate" has the meaning set out in § 4(2)(c).

"Floating Interest Period" means each period from and including the First Reset Date to but excluding the first Floating Interest Payment Date and thereafter from and

jeweils nächstfolgenden Variablen Zinszahlungstag (ausschließlich).

"Variabler Zinsbetrag" hat die in § 4(2)(d) festgelegte Bedeutung.

"Variabler Zinssatz" hat die in § 4(2)(b) festgelegte Bedeutung.

"Variabler Zinstagequotient" bezeichnet im Hinblick auf die Berechnung des Variablen Zinsbetrages auf die Schuldverschreibungen für einen beliebigen Zeitraum (ab dem ersten Tag dieses Zeitraums (einschließlich) bis zum letzten Tag dieses Zeitraums (ausschließlich)) (unabhängig davon, ob es sich dabei um eine Variable Zinsperiode handelt, der **"Variable Zinsberechnungszeitraum"**) die tatsächliche Anzahl der Tage im Variablen Zinsberechnungszeitraum dividiert durch 360 (Actual/360).

"Variabler Zinszahlungstag" bezeichnet den 26. Februar, 26. Mai, 26. August und 26. November eines jeden Jahres, beginnend mit dem 26. August 2032. Falls ein Variabler Zinszahlungstag auf einen Tag fällt, der kein Geschäftstag ist, wird dieser Variable Zinszahlungstag auf den nächstfolgenden Geschäftstag verschoben, sofern er dadurch nicht in den nächsten Kalendermonat fallen würde; in diesem Fall wird der betreffende Variable Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag vorgezogen.

"Vorgesehener Endfälligkeitstag" hat die in § 5(1) festgelegte Bedeutung.

"Vorläufige Globalurkunde" hat die in § 2(2) festgelegte Bedeutung.

"Vorrangige Verbindlichkeiten der Emittentin" hat die in § 3(1) festgelegte Bedeutung.

"Zahlstellen" hat die in § 9(1) festgelegte Bedeutung.

"Zinsfestsetzungstag" hat die in § 4(2)(c) festgelegte Bedeutung.

"Zinslaufbeginn" ist der 2. September 2021.

"Zinsperiode" bezeichnet jede Festzinsperiode und jede Variable Zinsperiode.

"Zinsrückstände" hat die in § 4(4)(d) festgelegte Bedeutung.

"Zinszahlungstag" bezeichnet jeden Festzinszahlungstag und jeden Variablen Zinszahlungstag.

"Zusätzliche Beträge" hat die in § 7 festgelegte Bedeutung.

including each Floating Interest Payment Date to but excluding the next following Floating Interest Payment Date.

"Floating Interest Amount" has the meaning set out in § 4(2)(d).

"Floating Interest Rate" has the meaning set out in § 4(2)(b).

"Floating Day Count Fraction" means in respect of the calculation of the Floating Interest Amount on the Bonds for any period of time (from and including the first day of such period to but excluding the last day of such period) (whether or not constituting a Floating Interest Period, the **"Floating Calculation Period"**) the actual number of days in the Floating Calculation Period divided by 360 (actual/360).

"Floating Interest Payment Date" means 26 February, 26 May, 26 August and 26 November in each year, commencing on 26 August 2032. If any Floating Interest Payment Date would otherwise fall on a day which is not a Business Day, it will be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Floating Interest Payment Date will be the immediately preceding Business Day.

"Scheduled Maturity Date" has the meaning set out in § 5(1).

"Temporary Global Bond" has the meaning set out in § 2(2).

"Issuer's Senior Ranking Obligations" has the meaning set out in § 3(1).

"Paying Agents" has the meaning set out in § 9(1).

"Interest Determination Date" has the meaning set out in § 4(2)(c).

"Interest Commencement Date" means 2 September 2021.

"Interest Period" means each Fixed Interest Period and each Floating Interest Period.

"Arrears of Interest" has the meaning set out in § 4(4)(d).

"Interest Payment Date" means each Fixed Interest Payment Date and each Floating Interest Payment Date.

"Additional Amounts" has the meaning set out in § 7.

"**Zuständige Aufsichtsbehörde**" ist die Bundesanstalt für Finanzdienstleistungsaufsicht bzw. jede Behörde, die ihr Funktionsnachfolger als Versicherungsaufsichtsbehörde für die Emittentin bzw. die Münchener Rück-Gruppe wird.

§ 2

Verbriefung und Nennbetrag

- (1) Währung, Nennbetrag und Form.

Die Emittentin gibt auf den Inhaber lautende, nachrangige, fest- bis variabel verzinsliche Schuldverschreibungen (die "**Schuldverschreibungen**") im festgelegten Nennbetrag von je € 100.000 (der "**Festgelegte Nennbetrag**") und im Gesamtnennbetrag von € 1.000.000.000.

- (2) Globalurkunden und Austausch.

Die Schuldverschreibungen werden zunächst in einer vorläufigen Globalinhaberschuldverschreibung (die "**Vorläufige Globalurkunde**") ohne Zinsscheine verbrieft und am oder um den Tag der Begebung der Schuldverschreibungen bei einer gemeinsamen Verwahrstelle für das Clearingsystem hinterlegt. Die Vorläufige Globalurkunde wird insgesamt oder teilweise nicht vor Ablauf von 40 Tagen nach dem Tag der Begebung der Schuldverschreibungen, gegen Vorlage einer Bestätigung über das Nichtbestehen U.S.-amerikanischen wirtschaftlichen Eigentums (*beneficial ownership*) an den Schuldverschreibungen nach U.S.-amerikanischen Steuerrecht und gemäß den Regeln und Betriebsabläufen des Clearingsystems gegen eine dauerhafte Globalinhaberschuldverschreibung (die "**Dauer-Globalurkunde**" und, gemeinsam mit der Vorläufigen Globalurkunde, jeweils eine "**Globalurkunde**") ohne Zinsscheine unentgeltlich ausgetauscht. Zahlungen auf eine Vorläufige Globalurkunde erfolgen nur nach Vorlage einer solchen Bestätigung. Einzelurkunden oder Zinsscheine werden nicht ausgegeben.

Die Vorläufige Globalurkunde und die Dauer-Globalurkunde werden solange von dem Clearingsystem oder im Auftrag des Clearingsystems verwahrt, bis sämtliche Verpflichtungen der Emittentin aus den Schuldverschreibungen erfüllt sind.

- (3) Den Inhabern von Schuldverschreibungen (die "**Anleihegläubiger**") stehen Miteigentumsanteile oder vergleichbare andere Rechte an der Globalurkunde zu, die nach Maßgabe des anwendbaren Rechts und der

"**Competent Supervisory Authority**" means the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any authority which becomes its successor in such capacity as insurance regulator competent for the Issuer or the Munich Re-Group.

§ 2

Form and Denomination

- (1) Currency, Denomination and Form.

The Issuer issues subordinated fixed to floating rate bearer bonds (the "**Bonds**") in a denomination of € 100,000 each (the "**Principal Amount**") in the aggregate principal amount of € 1,000,000,000.

- (2) Global Bonds and Exchange.

The Bonds will initially be represented by a temporary global bearer bond (the "**Temporary Global Bond**") without coupons which will be deposited with a common depositary for the Clearing System on or around the date of issue of the Bonds. The Temporary Global Bond will be exchangeable, in whole or in part and free of charge, for a permanent global bearer Bond (the "**Permanent Global Bond**" and, together with the Temporary Global Bond, each a "**Global Bond**") without coupons not earlier than 40 days after the date of issue of the Bonds upon certification as to non-U.S. beneficial ownership as required by U.S. tax law and in accordance with the rules and operating procedures of the Clearing System. Payments on a Temporary Global Bond will only be made after presentation of such certification. No definitive Bonds or interest coupons will be issued.

Each of the Temporary Global Bond and the Permanent Global Bond will be held in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Bonds have been satisfied.

- (3) The holders of Bonds (the "**Bondholders**") are entitled to co-ownership interests or other comparable rights in the Global Bond which are transferable in accordance

Regeln und Bestimmungen des Clearingsystems übertragen werden können.

§ 3 Status

(1) Status der Schuldverschreibungen.

Die Schuldverschreibungen begründen nicht besicherte, nachrangige Verbindlichkeiten der Emittentin. Im Fall der Auflösung, der Liquidation, der Insolvenz oder eines der Abwendung der Insolvenz der Emittentin dienenden Verfahrens

- (a) sind die Verbindlichkeiten aus den Schuldverschreibungen gleichrangig untereinander und gleichrangig mit den Verbindlichkeiten der Emittentin aus Instrumenten, die nach ihren Bedingungen oder aufgrund gesetzlicher Anordnungen den Schuldverschreibungen im Range gleichstehen (einschließlich der Ausstehenden Hybridanleihen der Emittentin);
- (b) gehen die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen allen Vorrangigen Verbindlichkeiten der Emittentin im Rang nach, so dass Zahlungen auf die Schuldverschreibungen solange nicht erfolgen, wie die Vorrangigen Verbindlichkeiten der Emittentin nicht vollständig befriedigt sind.

"Vorrangige Verbindlichkeiten der Emittentin" bezeichnet alle

- (a) nicht nachrangigen Verbindlichkeiten der Emittentin (zur Klarstellung: dies schließt Ansprüche sämtlicher Versicherungsnehmer und Anspruchsberechtigter aus Versicherungs- und Rückversicherungsverträgen ein);
- (b) nachrangigen Verbindlichkeiten der Emittentin gemäß § 39 Absatz 1 InsO;
- (c) nachrangigen Verbindlichkeiten der Emittentin, soweit diese mit gesetzlich nachrangigen Verbindlichkeiten der Emittentin gemäß § 39 Absatz 1 InsO zumindest gleichrangig sind; und
- (d) nachrangigen Verbindlichkeiten der Emittentin, soweit zwingende gesetzliche Bestimmungen solche anderen nachrangigen Verbindlichkeiten im Rang besserstellen.

with applicable law and the rules and regulations of the Clearing System.

§ 3 Status

(1) Status of the Bonds.

The Bonds constitute unsecured subordinated obligations of the Issuer. In the event of the dissolution, liquidation, insolvency or any proceeding to avoid insolvency of the Issuer,

- (a) the obligations under the Bonds rank *pari passu* among themselves and *pari passu* with obligations of the Issuer under instruments which, pursuant to their terms or mandatory provisions of law rank *pari passu* with the Bonds (including the Issuer's Existing Hybrid Bonds);
- (b) the obligations of the Issuer under the Bonds will be subordinated to all the Issuer's Senior Ranking Obligations, so that in any such event no amounts will be payable in respect of the Bonds until the Issuer's Senior Ranking Obligations have been satisfied in full.

"Issuer's Senior Ranking Obligations" means all

- (a) unsubordinated obligations of the Issuer (for the avoidance of doubt, including any claims of all policy holders and beneficiaries under insurance and reinsurance contracts);
- (b) subordinated obligations of the Issuer pursuant to § 39(1) InsO;
- (c) subordinated obligations ranking at least *pari passu* with the Issuer's obligations subordinated by operation of law pursuant to § 39(1) InsO; and
- (d) subordinated obligations of the Issuer required to be preferred by mandatory provisions of law.

"Ausstehende Hybridanleihen der Emittentin"
bezeichnet folgende Anleihen:

- (a) EUR 900,000,000 6.250 per cent. 2012/2042 Subordinated Fixed to Floating Rate Bonds, ISIN: XS0764278528;
- (b) £ 450,000,000 6.625 per cent. 2012/2042 Subordinated Fixed to Floating Rate Bonds, ISIN: XS0764278288;
- (c) EUR 1.250,000,000 3.250 per cent. 2018/2049 Subordinated Fixed to Floating Rate Bonds, ISIN: XS1843448314; und
- (d) EUR 1.250,000,000 1.250 per cent. 2020/2041 Subordinated Fixed to Floating Rate Bonds, ISIN: XS2221845683.

(2) Keine Sicherheit.

Für die Rechte der Anleihegläubiger aus den Schuldverschreibungen ist diesen keine Sicherheit durch die Emittentin oder durch Dritte gestellt; eine solche Sicherheit wird auch zu keinem Zeitpunkt gestellt werden.

(3) Aufrechnungsverbot.

Die Anleihegläubiger sind nicht berechtigt, Forderungen aus den Schuldverschreibungen gegen mögliche Forderungen der Emittentin gegen sie aufzurechnen. Die Emittentin ist nicht berechtigt, Forderungen gegenüber den Anleihegläubigern mit den Verbindlichkeiten aus den Schuldverschreibungen aufzurechnen.

(4) Zahlungsbedingungen, (vorinsolvenzliches) Zahlungsverbot.

Bereits vor Einleitung eines Insolvenz- oder Liquidationsverfahrens steht

- (a) jede Zahlung von Zinsen und Zinsrückständen auf die Schuldverschreibungen unter dem Vorbehalt der Erfüllung der Bedingungen gemäß § 4(4) und § 4(5); und
- (b) jede Rückzahlung und jeder Rückkauf der Schuldverschreibungen unter dem Vorbehalt der Erfüllung der Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6).

Zu den Bedingungen gemäß § 4(4) und § 4(5) und zu den Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6) gehört die Bedingung, dass an dem Tag, an dem

"Issuer's Existing Hybrid Bonds" means the following bonds:

- (a) EUR 900,000,000 6.250 per cent. 2012/2042 Subordinated Fixed to Floating Rate Bonds, ISIN: XS0764278528;
- (b) £ 450,000,000 6.625 per cent. 2012/2042 Subordinated Fixed to Floating Rate Bonds, ISIN: XS0764278288;
- (c) EUR 1,250,000,000 3.250 per cent. 2018/2049 Subordinated Fixed to Floating Rate Bonds, ISIN: XS1843448314; and
- (d) EUR 1,250,000,000 1.250 per cent. 2020/2041 Subordinated Fixed to Floating Rate Bonds, ISIN: XS2221845683.

(2) No security.

No security of whatever kind is, or will at any time be, provided by the Issuer or any other person securing rights of the Bondholders under the Bonds.

(3) No right to set-off.

The Bondholders may not set off any claims arising under the Bonds against any claims that the Issuer may have against each of them. The Issuer may not set off any claims it may have against any Bondholder against any of its obligations under the Bonds.

(4) Payment Conditions, (Pre-Insolvency) Payment Prohibition.

Prior to the commencement of any insolvency or liquidation proceedings

- (a) any payment of interest and Arrears of Interest on the Bonds will be subject to the conditions set forth in § 4(4) and § 4(5) being fulfilled; and
- (b) any redemption and any repurchase of the Bonds will be subject to the Conditions to Redemption and Repurchase set forth in § 5(6) being fulfilled.

The conditions set forth in § 4(4) and § 4(5) and the Conditions to Redemption and Repurchase set forth in § 5(6) include the condition that, on the date on which

der betreffende Betrag von Kapital oder Zinsen (oder Zinsrückständen) zur Zahlung vorgesehen ist, weder ein Insolvenzereignis eingetreten ist und an diesem Tag fortbesteht noch die Zahlung ein Insolvenzereignis auslösen oder dessen Eintritt beschleunigen würde.

Das bedeutet, dass die Anleihegläubiger bereits vor Einleitung eines Insolvenz- oder Liquidationsverfahrens über das Vermögen der Emittentin nur dann einen fälligen Anspruch auf die betreffende vorgesehene Zahlung von Zinsen, Nachzahlung von Zinsrückständen oder Rückzahlung haben, sofern kein Eröffnungsgrund für ein Insolvenzverfahren im Sinne der Anwendbaren Insolvenzrechtlichen Vorschriften vorliegt und die Zahlung des betreffenden Betrages nicht die Insolvenz der Emittentin verursachen oder den Prozess der Insolvenz der Emittentin beschleunigen würde. Gemäß den am Tag der Begebung der Schuldverschreibungen geltenden Anwendbaren Insolvenzrechtlichen Vorschriften sind folgende Eröffnungsgründe möglich: Die Emittentin ist am vorgesehenen Zahlungstag (i) überschuldet im Sinne von § 19 InsO oder (ii) zahlungsunfähig im Sinne von § 17 InsO, oder (iii) es liegt eine drohende Zahlungsunfähigkeit der Emittentin im Sinne von § 18 InsO vor.

Diese Zahlungsbedingungen begründen ein Zahlungsverbot dahingehend, dass Zahlungen auf die Schuldverschreibungen von der Emittentin nur nach Maßgabe der vorgenannten Bedingungen geleistet werden dürfen. Verbotswidrige Zahlungen sind der Emittentin ohne Rücksicht auf entgegenstehende Vereinbarungen zurückzugewähren.

- (5) Unter Beachtung von § 3(1) bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

§ 4 Zinsen

- (1) Festzinsperiode.
- (a) Im Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum Ersten Resettermin (ausschließlich) werden die Schuldverschreibungen bezogen auf den Festgelegten Nennbetrag mit jährlich 1,00 % verzinst. Die erste Zinszahlung beläuft sich auf € 728,77 je Festgelegtem Nennbetrag. Während

the relevant amount of principal or interest (or Arrears of Interest) is scheduled to be paid, neither an Insolvency Event has occurred and is continuing on such date nor that such payment would cause or accelerate the occurrence of an Insolvency Event.

This means that already prior to the commencement of any insolvency or liquidation proceedings over the assets of the Issuer the Bondholders will only have a due (*fällig*) claim for the relevant scheduled payment of interest, payment of Arrears of Interest or for redemption if no reason for the opening of insolvency proceedings in respect of the Issuer in accordance with the Applicable Insolvency Regulations exists and if the payment of the relevant amount would not cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent. Pursuant to the Applicable Insolvency Regulations in effect on the date of issue of the Bonds, the following reasons for the opening of insolvency proceedings apply: The Issuer is (i) over-indebted within the meaning of § 19 InsO or (ii) illiquid (*zahlungsunfähig*) within the meaning of § 17 InsO or (iii) an imminent illiquidity (*drohende Zahlungsunfähigkeit*) of the Issuer within the meaning of § 18 InsO exists.

These payment conditions constitute a prohibition to pay in that any payments on the Bonds may only be made by the Issuer if it is made in accordance with the aforementioned conditions. Any payment made in breach of this prohibition must be returned to the Issuer irrespective of any agreement to the contrary.

- (5) Subject to § 3(1), the Issuer may satisfy its obligations under the Bonds also from other distributable assets (*sonstiges freies Vermögen*) of the Issuer.

§ 4 Interest

- (1) Fixed Interest Period.
- (a) In the period from and including the Interest Commencement Date to but excluding the First Reset Date the Bonds bear interest on their Principal Amount at the rate of 1.00 per cent. *per annum*. The first payment of interest will amount to € 728.77 per Principal Amount. During such period, interest is scheduled to be

dieses Zeitraums sind Zinsen nachträglich an jedem Festzinszahlungstag zur Zahlung vorgesehen, und werden nach Maßgabe der in § 4(4) und § 4(5) dargelegten Bedingungen fällig.

- (b) Sofern Zinsen in Bezug auf eine Festzinsperiode oder einen Teil davon zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Festzins-Zinstagequotienten (ausgenommen ist der für die erste Zinszahlung relevante Zeitraum, für den ein fester Zinsbetrag festgelegt ist).

"Festzinsperiode" bezeichnet jeden Zeitraum ab dem Zinslaufbeginn (einschließlich) bis zum ersten Festzinszahlungstag (ausschließlich) und nachfolgend ab jedem Festzinszahlungstag (einschließlich) bis zu dem jeweils nächstfolgenden Festzinszahlungstag (ausschließlich).

"Festzins-Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Betrages von Zinsen auf die Schuldverschreibungen für einen beliebigen Zeitraum (der **"Zinsberechnungszeitraum"**):

- (i) wenn der Zinsberechnungszeitraum der Feststellungsperiode entspricht, in die er fällt, oder kürzer als diese ist, die Anzahl von Tagen in dem Zinsberechnungszeitraum dividiert durch die Anzahl von Tagen in dieser Feststellungsperiode; und
- (ii) wenn der Zinsberechnungszeitraum länger als eine Feststellungsperiode ist, die Summe aus
 - (A) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in der der Zinsberechnungszeitraum beginnt, dividiert durch die Anzahl der Tage in dieser Feststellungsperiode; und
 - (B) der Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum, die in die nachfolgende Feststellungsperiode fallen,

paid in arrear on each Fixed Interest Payment Date and will be due and payable (*fällig*) in accordance with the conditions set out in § 4(4) and § 4(5).

- (b) If interest is required to be calculated for any Fixed Interest Period or part thereof, such interest shall be calculated on the basis of the Fixed Rate Day Count Fraction (other than the period of time in relation to the first payment of interest for which a fixed interest amount has been set).

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

"Fixed Rate Day Count Fraction" means, in respect of the calculation of an amount of interest on the Bonds for any period of time (the **"Calculation Period"**):

- (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the number of days in such Determination Period; and
- (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the number of days in such Determination Period; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided

dividiert durch die Anzahl der Tage
in dieser Feststellungsperiode.

"Feststellungsperiode" bezeichnet jeden
Zeitraum ab dem 26. Mai eines Jahres
(einschließlich) bis zum nächsten 26. Mai
(ausschließlich).

(2) Variable Zinsperiode.

(a) Variable Verzinsung.

Im Zeitraum ab dem Ersten Resettermin
(einschließlich) bis zum ersten Variablen
Zinszahlungstag (ausschließlich) und danach
von jedem Variablen Zinszahlungstag
(einschließlich) bis zum nächstfolgenden
Variablen Zinszahlungstag (ausschließlich)
werden die Schuldverschreibungen, bezogen auf
ihren Festgelegten Nennbetrag, in Höhe des
Variablen Zinssatzes für die betreffende
Variable Zinsperiode verzinst. Während dieses
Zeitraums sind Zinsen jeweils vierteljährlich
nachträglich an jedem Variablen
Zinszahlungstag zur Zahlung vorgesehen, und
werden nach Maßgabe der in § 4(4) und § 4(5)
dargelegten Bedingungen fällig.

(b) Variabler Zinssatz.

Der Zinssatz für die jeweilige Variable
Zinsperiode (der **"Variable Zinssatz"**) ist der
Zinssatz *per annum*, der dem betreffenden
Referenzsatz (wie nachstehend definiert)
zuzüglich der Marge entspricht, wobei der
Variable Zinssatz mindestens 0,00 % *per annum*
beträgt.

(c) Feststellung des Referenzsatzes.

Die Berechnungsstelle bestimmt an jedem
Zinsfestsetzungstag den betreffenden
Referenzsatz nach Maßgabe dieses § 4(2)(c).

Der **"Referenzsatz"** für jede Variable
Zinsperiode wird wie folgt bestimmt:

- (i) Für jede Variable Zinsperiode, die vor
dem Eintritt des jeweiligen Stichtags (wie
in § 4(2)(e)(vii) definiert) beginnt,
entspricht der Referenzsatz dem
Ursprünglichen Benchmarksatz an dem
betreffenden Zinsfestsetzungstag.

by the number of days in such
Determination Period.

"Determination Period" means each period
from and including 26 May in any year to but
excluding the next 26 May.

(2) Floating Rate Interest Period.

(a) Floating Rate Interest.

In the period from and including the First Reset
Date to but excluding the first Floating Interest
Payment Date and thereafter from and including
each Floating Interest Payment Date to but
excluding the next Floating Interest Payment
Date the Bonds bear interest on their Principal
Amount at the Floating Interest Rate for the
relevant Floating Interest Period. During such
period, interest is scheduled to be paid quarterly
in arrear on each Floating Interest Payment Date
and will be due and payable (*fällig*) in
accordance with the conditions set out in § 4(4)
and § 4(5).

(b) Floating Interest Rate.

The rate of interest for the relevant Floating
Interest Period (the **"Floating Interest Rate"**)
will be a rate *per annum* equal to the relevant
Reference Rate (as defined below) plus the
Margin, subject to a minimum for the Floating
Interest Rate of 0.00 per cent. *per annum*.

(c) Determination of the Reference Rate.

The Calculation Agent will determine the
relevant Reference Rate in accordance with this
§ 4(2)(c) on each Interest Determination Date.

The **"Reference Rate"** for each Floating Interest
Period will be determined as follows:

- (i) For each Floating Interest Period
beginning prior to the occurrence of the
relevant Effective Date (as defined in
§ 4(2)(e)(vii)), the Reference Rate will be
equal to the Original Benchmark Rate on
the relevant Interest Determination Date.

Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, entspricht der Referenzsatz dem Referenzbankensatz an diesem betreffenden Zinsfestsetzungstag.

Falls der Referenzbankensatz nicht gemäß der Definition dieses Begriffs festgestellt werden kann, entspricht der Referenzsatz dem Ursprünglichen Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

- (ii) Für die Variable Zinsperiode, die unmittelbar nach dem jeweiligen Stichtag beginnt, und alle folgenden Variablen Zinsperioden wird der Referenzsatz gemäß § 4(2)(e) bestimmt.
- (iii) Wenn die Feststellung des Referenzsatzes dazu führen würde, dass ein Aufsichtsrechtliches Ereignis eintritt, entspricht der Referenzsatz für die nächste und jede nachfolgende Variable Zinsperiode dem an dem letzten zurückliegenden Zinsfestsetzungstag festgestellten Referenzsatz, wobei falls dieser § 4(2)(c)(iii) bereits an dem Zinsfestsetzungstag vor Beginn der ersten Variablen Zinsperiode angewendet werden muss, der Referenzsatz für die erste und jede nachfolgende Variable Zinsperiode -0,052 % *per annum* entspricht.

"Ursprünglicher Benchmarksatz" an einem Tag bezeichnet (vorbehaltlich § 4(2)(e)) die 3-Monats Euro Interbank Offered Rate (ausgedrückt als Prozentsatz *per annum*), die an dem betreffenden Tag um 11:00 Uhr (Brüsseler Ortszeit) festgesetzt und auf der Bildschirmseite angezeigt wird.

"Referenzbankensatz" bezeichnet den (als Prozentsatz *per annum* ausgedrückten) Satz für Einlagen in Euro für die betreffende Variable Zinsperiode und über einen Repräsentativen

If the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, the Reference Rate will be equal to the Reference Bank Rate on that Interest Determination Date.

If the Reference Bank Rate cannot be determined in accordance with the definition of such term, the Reference Rate shall be equal to the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

- (ii) For the Floating Interest Period commencing immediately after the relevant Effective Date and all following Floating Interest Periods, the Reference Rate will be determined in accordance with § 4(2)(e).
- (iii) If the determination of the Reference Rate would cause a Regulatory Event, the Reference Rate applicable to the next and each subsequent Floating Interest Period shall be the Reference Rate determined on the last preceding Interest Determination Date, provided that if this § 4(2)(c)(iii) is to be applied on the first Interest Determination Date prior to the commencement of the first Floating Interest Period, the Reference Rate applicable to the first and each subsequent Floating Interest Period shall be -0.052 per cent. *per annum*.

"Original Benchmark Rate" on any day means (subject to § 4(2)(e)) the 3-month Euro Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on the Screen Page as of 11:00 a.m. (Brussels time) on such day.

"Reference Bank Rate" means the rate (expressed as a percentage rate *per annum*) at which the Reference Banks (as defined below) offer to prime banks in the Euro-Zone interbank

Betrag (auf Grundlage des Actual/360 Zinstagequotienten), den die Referenzbanken (wie nachstehend definiert) gegenüber führenden Banken im Interbankenmarkt der Euro-Zone um ca. 11:00 Uhr (Brüsseler Ortszeit) an dem betreffenden Zinsfestsetzungstag quotieren, und der wie folgt bestimmt wird: Die Emittentin wird jede Referenzbank bitten, der Berechnungsstelle ihren Angebotssatz mitzuteilen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenzbankensatz für die betreffende Variable Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfestsetzungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenzbankensatz für die betreffende Variable Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Emittentin ausgewählte Großbanken im Interbankenmarkt der Euro-Zone um ca. 11:00 Uhr (Brüsseler Ortszeit) der Berechnungsstelle auf Bitte der Emittentin als den jeweiligen Satz nennen, zu dem sie an dem betreffenden Zinsfestsetzungstag Darlehen in Euro für die betreffende Variable Zinsperiode und über einen Repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.

Dabei gilt Folgendes:

"Bildschirmseite" bezeichnet die Reuters Bildschirmseite EURIBOR01 oder eine andere Bildschirmseite von Reuters oder von einem anderen Informationsanbieter als Nachfolger, welche die Reuters Bildschirmseite EURIBOR01 zur Anzeige solcher Sätze ersetzt.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die

market and in a Representative Amount, assuming an Actual/360 day count basis, deposits in Euro at approximately 11:00 a.m. (Brussels time) on the relevant Interest Determination Date for the relevant Floating Interest Period determined as follows: The Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Bank Rate for such Floating Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on the relevant Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Bank Rate for the relevant Floating Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at approximately 11:00 a.m. (Brussels time) at the request of the Issuer to the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Issuer, at which such banks offer, on the relevant Interest Determination Date, loans in Euro for the relevant Floating Interest Period and in a Representative Amount to leading European banks.

Where:

"Screen Page" means the Reuters screen page EURIBOR01 or such other screen page of Reuters or such other information service which is the successor to the Reuters screen page EURIBOR01 for purposes of displaying such rates.

"Euro-Zone" means the region comprised of those member states of the European Union that

gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und den Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"Referenzbanken" bezeichnet die Hauptniederlassungen von vier von der Emittentin ausgewählten großen Banken im Interbankenmarkt der Euro-Zone.

"Repräsentativer Betrag" bezeichnet einen Betrag, der zu dem betreffenden Zeitpunkt in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"Zinsfestsetzungstag" bezeichnet den zweiten TARGET-Geschäftstag, der dem Beginn der betreffenden Variablen Zinsperiode vorangeht.

(d) Aufgaben der Berechnungsstelle.

Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zinsfestsetzungstag den auf die Schuldverschreibungen zur Zahlung vorgesehenen Variablen Zinssatz bestimmen und den Zinsbetrag (der **"Variable Zinsbetrag"**) für die entsprechende Variable Zinsperiode berechnen. Die Berechnungsstelle ermittelt den Variablen Zinsbetrag, indem sie den Variablen Zinssatz (einschließlich der Marge) und den Variablen Zinstagequotienten auf den Festgelegten Nennbetrag der Schuldverschreibungen anwendet, wobei sie den resultierenden Betrag auf den nächstliegenden Eurocent auf- oder abrundet (wobei 0,5 oder mehr eines Eurocents aufgerundet werden).

Die Berechnungsstelle wird veranlassen, dass der Variable Zinssatz, der Variable Zinsbetrag für die jeweilige Variable Zinsperiode, die jeweilige Variable Zinsperiode und der relevante Variable Zinszahlungstag der Emittentin, den Anleihegläubigern und, sofern dies von den jeweiligen Wertpapierbörsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind, vorgesehen ist, den jeweiligen

have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992) and the Amsterdam Treaty of 2 October 1997, as further amended from time to time.

"Reference Banks" means the principal Euro-Zone offices of four major banks in the Euro-Zone interbank market, in each case selected by the Issuer.

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

"Interest Determination Date" means the second TARGET Business Day prior to the commencement of the relevant Floating Interest Period.

(d) Duties of the Calculation Agent.

The Calculation Agent will, on or as soon as practicable after each Interest Determination Date, determine the Floating Interest Rate and calculate the amount of interest (the **"Floating Interest Amount"**) scheduled to be paid on the Bonds for the relevant Floating Interest Period. The Calculation Agent will calculate the Floating Interest Amount by applying the Floating Interest Rate (including the Margin) and the Floating Day Count Fraction to the Principal Amount of the Bonds and rounding the resultant figure to the nearest eurocent, with 0.5 or more of a eurocent being rounded upwards.

The Calculation Agent will cause the Floating Interest Rate, each Floating Interest Amount for each Floating Interest Period, each Floating Interest Period and the relevant Floating Interest Payment Date to be notified to the Issuer, to the Bondholders and, if required by the rules of any stock exchange on which the Bonds are from time to time listed at the initiative of the Issuer, to such stock exchange by notice in accordance with § 11 as soon as possible after their

Wertpapierbörsen durch Bekanntmachung gemäß § 11 baldmöglichst, aber keinesfalls später als zu Beginn der maßgeblichen nächstfolgenden Variablen Zinsperiode, bekannt gemacht wird. Im Fall einer Verlängerung oder Verkürzung der Variablen Zinsperiode kann der mitgeteilte Variable Zinsbetrag und Variable Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Wertpapierbörsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind, sowie den Anleihegläubigern gemäß § 11 bekannt gemacht.

Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Angebotssätze und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 4(2) gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Zahlstellen und die Anleihegläubiger bindend.

(e) Benchmark-Ereignis.

Wenn ein Benchmark-Ereignis (wie in § 4(2)(e)(vi) definiert) in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 4(2) Folgendes:

- (i) *Unabhängiger Berater.* Die Emittentin wird sich bemühen, sobald dies (nach Ansicht der Emittentin) nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestsetzungstag erforderlich ist, einen Unabhängigen Berater (wie in § 4(2)(e)(vi) definiert) zu benennen, der nach billigem Ermessen einen Neuen Benchmarksatz (wie in § 4(2)(e)(vi) definiert), die Anpassungsspanne (wie in § 4(2)(e)(vi) definiert) und etwaige Benchmark-Änderungen (wie in § 4(2)(e)(iv) definiert) festlegt.

determination, but in no event later than at the beginning of the next relevant Floating Interest Period thereafter. Each Floating Interest Amount and Floating Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements may be made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Bonds are then listed at the initiative of the Issuer and to the Bondholders in accordance with § 11.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 4(2) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and the Bondholders.

(e) Benchmark Event.

If a Benchmark Event (as defined in § 4(2)(e)(vi)) occurs in relation to the Original Benchmark Rate, the relevant Reference Rate and the interest on the Bonds in accordance with § 4(2) will be determined as follows:

- (i) *Independent Adviser.* The Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, endeavour to appoint an Independent Adviser (as defined in § 4(2)(e)(vi)), who will determine in its reasonable discretion a New Benchmark Rate (as defined in § 4(2)(e)(vi)), the Adjustment Spread (as defined in § 4(2)(e)(vi)) and any Benchmark Amendments (as defined in § 4(2)(e)(iv)).

(ii) *Ausweichsatz (sog. Fallback Rate)*. Wenn vor dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag

(A) die Emittentin keinen Unabhängigen Berater ernannt hat; oder

(B) der ernannte Unabhängige Berater keinen Neuen Benchmarksatz, keine Anpassungsspanne und/oder keine Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 4(2)(e) festgelegt hat,

dann entspricht der Referenzsatz für die nächste Variable Zinsperiode dem an dem letzten, unmittelbar vor Eintritt des relevanten Stichtags liegenden Zinsfestsetzungstag festgestellten Referenzsatz.

Falls dieser § 4(2)(e)(ii) bereits an dem Zinsfestsetzungstag vor Beginn der ersten Variablen Zinsperiode angewendet werden muss, entspricht der Referenzsatz für die erste Variable Zinsperiode -0,052 % *per annum*.

Falls der gemäß diesem § 4(2)(e)(ii) bestimmte Ausweichsatz (sog. *Fallback Rate*) zur Anwendung kommt, wird § 4(2)(e) erneut angewendet, um den Referenzsatz für die nächste nachfolgende (und, sofern notwendig, weitere nachfolgende) Variable Zinsperiode(n) zu bestimmen.

(iii) *Feststellungen durch den Unabhängigen Berater*. Falls der Unabhängige Berater nach billigem Ermessen feststellt,

(A) dass es einen Nachfolge-Benchmarksatz gibt, dann ist dieser Nachfolge-Benchmarksatz der Neue Benchmarksatz; oder

(B) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt,

(ii) *Fallback rate*. If, prior to the 10th Business Day prior to the relevant Interest Determination Date,

(A) the Issuer has not appointed an Independent Adviser; or

(B) the Independent Adviser appointed by it has not determined a New Benchmark Rate, has not determined the Adjustment Spread and/or has not determined any Benchmark Amendments (if required) in accordance with this § 4(2)(e),

then the Reference Rate applicable to the immediately following Floating Interest Period shall be the Reference Rate determined on the last Interest Determination Date immediately preceding the relevant Effective Date.

If this § 4(2)(e)(ii) is to be applied on the first Interest Determination Date prior to the commencement of the first Floating Interest Period, the Reference Rate applicable to the first Floating Interest Period shall be -0.052 per cent. *per annum*.

If the fallback rate determined in accordance with this § 4(2)(e)(ii) is to be applied, § 4(2)(e) will be operated again to determine the Reference Rate applicable to the next subsequent (and, if required, further subsequent) Floating Interest Period(s).

(iii) *Determinations by the Independent Adviser*. If the Independent Adviser determines in its reasonable discretion that:

(A) there is a Successor Benchmark Rate, then such Successor Benchmark Rate shall subsequently be the New Benchmark Rate; or

(B) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then such

dann ist dieser Alternativ-Benchmarksatz der Neue Benchmarksatz.

In beiden Fällen entspricht der Referenzsatz für die unmittelbar nach dem Stichtag beginnende Variable Zinsperiode und alle folgenden Variablen Zinsperioden dann (x) dem Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsspanne.

- (iv) *Benchmark-Änderungen.* Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsspanne gemäß diesem § 4(2)(e) festgelegt werden, und wenn der Unabhängige Berater nach billigem Ermessen feststellt, dass Änderungen hinsichtlich dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen, die "**Benchmark-Änderungen**"), dann wird der Unabhängige Berater die Benchmark-Änderungen feststellen.

Diese Benchmark-Änderungen können insbesondere folgende Regelungen in diesen Anleihebedingungen erfassen:

- (A) den Referenzsatz einschließlich der "Bildschirmseite" und/oder die Methode zur Bestimmung des Ausweichsatzes (sog. *Fallback Rate*) für den Referenzsatz; und/oder
- (B) die Definitionen der Begriffe "Geschäftstag", "Variable Geschäftstagekonvention", "Variable Zinsperiode", "Variabler Zinszahlungstag", "Zinsfestsetzungstag", und/oder "Variabler Zinstagequotient" (einschließlich der Festlegung, ob der Referenzsatz vorausschauend vor oder zu Beginn der betreffenden Variablen Zinsperiode oder zurückblickend vor oder zu

Alternative Benchmark Rate shall subsequently be the New Benchmark Rate.

In either case the Reference Rate for the Floating Interest Period commencing immediately after the Effective Date and all following Floating Interest Periods will then be (x) the New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

- (iv) *Benchmark Amendments.* If any relevant New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 4(2)(e), and if the Independent Adviser determines in its reasonable discretion that amendments to these Terms and Conditions are necessary to ensure the proper operation of such New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"), then the Independent Adviser will determine the Benchmark Amendments.

The Benchmark Amendments may include, without limitation, the following conditions of these Terms and Conditions:

- (A) the Reference Rate including the "Screen Page" and/or the method for determining the fallback rate in relation to the Reference Rate; and/or
- (B) the definitions of the terms "Business Day", "Floating Business Day Convention", "Floating Interest Period", "Floating Interest Payment Date", "Interest Determination Date" and/or "Floating Day Count Fraction" (including the determination whether the Reference Rate will be determined in advance on or prior to the commencement of the relevant Floating Interest Period or

dem Ende der betreffenden Variablen Zinsperiode bestimmt wird); und/oder

- (C) der Geschäftstagekonvention gemäß der Definition des Begriffs "Variabler Zinszahlungstag" und gemäß § 6(2).

- (v) *Mitteilungen, etc.* Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen gemäß diesem § 4(2)(e) bzw. den Ausweichsatz (sog. *Fallback Rate*) gemäß § 4(2)(e)(ii) der Hauptzahlstelle, etwaigen weiteren Zahlstellen, der Berechnungsstelle und gemäß § 11 den Anleihegläubigern mitteilen, und zwar sobald eine solche Mitteilung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag. Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen bzw. der Ausweichsatz (sog. *Fallback Rate*), die jeweils in der Mitteilung benannt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Hauptzahlstelle, etwaige weitere Zahlstellen, die Berechnungsstelle und die Anleihegläubiger bindend. Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsspanne und die etwaigen Benchmark-Änderungen geändert.

An oder vor dem Tag dieser Mitteilung hat die Emittentin der Hauptzahlstelle und der Berechnungsstelle eine durch zwei Unterschriftsberechtigte der Emittentin unterzeichnete Bescheinigung zu überlassen, die

(A)

in arrear on or prior to the end of the relevant Floating Interest Period); and/or

- (C) the business day convention in the definition of the term "Floating Interest Payment Date" and in § 6(2).

- (v) *Notices, etc.* The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 4(2)(e) or the fallback rate in accordance with § 4(2)(e)(ii), as the case may be, to the Principal Paying Agent, any additional Paying Agents, the Calculation Agent and, in accordance with § 11, the Bondholders as soon as such notification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10th Business Day prior to the relevant Interest Determination Date. Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) or the fallback rate, as the case may be, each as specified in such notice, will be binding (in the absence of manifest error) on the Issuer, the Principal Paying Agent, any additional Paying Agents, the Calculation Agent and the Bondholders. The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) with effect from the Effective Date.

On or prior to the date of such notice, the Issuer shall deliver to the Principal Paying Agent and the Calculation Agent a certificate signed by two authorised signatories of the Issuer

(A)

(I) bestätigt, dass ein Benchmark-Ereignis eingetreten ist;	(I) confirming that a Benchmark Event has occurred;
(II) den nach Maßgabe der Bestimmungen dieses § 4(2)(e) festgestellten Neuen Benchmarksatz benennt;	(II) specifying the relevant New Benchmark Rate determined in accordance with the provisions of this § 4(2)(e);
(III) die entsprechende Anpassungsspanne und etwaige Benchmark-Änderungen benennt, die jeweils nach Maßgabe der Bestimmungen dieses § 4(2)(e) festgestellt wurden; und	(III) specifying the applicable Adjustment Spread and the Benchmark Amendments (if any), each determined in accordance with the provisions of this § 4(2)(e); and
(IV) den Stichtag benennt; und	(IV) specifying the Effective Date; and
(B) bestätigt, dass die etwaigen Benchmark-Änderungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten.	(B) confirming that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such relevant New Benchmark Rate and the applicable Adjustment Spread.
(vi) <i>Definitionen.</i> Zur Verwendung in diesem § 4(2)(e):	(vi) <i>Definitions.</i> As used in this § 4(2)(e):
Die " Anpassungsspanne ", die positiv, negativ oder gleich Null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (x) die Spanne oder (y) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne, die	The " Adjustment Spread ", which may be positive, negative or zero, will be expressed in basis points and means either (x) the spread or (y) the result of the operation of the formula or methodology for calculating the spread, which
(A) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von dem Nominierungsgremium empfohlen wird; oder	(A) in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or
(B) (sofern keine Empfehlung gemäß Absatz (A) abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise	(B) (if no recommendation pursuant to clause (A) has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the

an den internationalen Anleihekapitalmärkten auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder

- (C) (sofern der Unabhängige Berater nach billigem Ermessen feststellt, dass keine solche Spanne üblicherweise angewendet wird, und dass das Folgende für die Schuldverschreibungen angemessen ist) als industrieweiter Standard für Over-the-Counter Derivatetransaktionen, die sich auf den Ursprünglichen Benchmarksatz beziehen, anerkannt oder bestätigt ist, wenn der Ursprüngliche Benchmarksatz durch den Neuen Benchmarksatz ersetzt worden ist, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

"**Alternativ-Benchmarksatz**" bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten zur Bestimmung von variablen Zinssätzen in Euro angewendet wird, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

Ein "**Benchmark-Ereignis**" tritt ein, wenn:

- (A) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen durch oder im Namen der für den Administrator des Ursprünglichen Benchmarksatzes zuständigen

New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion; or

- (C) (if the Independent Adviser in its reasonable discretion determines that no such spread is customarily applied and that the following would be appropriate for the Bonds) is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Benchmark Rate, where the Original Benchmark Rate has been replaced by the New Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

"**Alternative Benchmark Rate**" means an alternative benchmark or an alternative screen rate which is customarily applied in the international debt capital markets for the purpose of determining floating rates of interest in Euro, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

A "**Benchmark Event**" occurs if:

- (A) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator stating that said administrator has ceased or will

Aufsichtsbehörde vorgenommen wird, aus der hervorgeht, dass dieser Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder

- (B) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen durch oder im Namen des Administrators des Ursprünglichen Benchmarksatzes vorgenommen wird, die besagt, dass der Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder
- (C) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz ihrer Ansicht nach nicht mehr repräsentativ für den zugrunde liegenden Markt, den er zu messen vorgibt, ist oder sein wird, und keine von der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes geforderten Maßnahmen zur Behebung einer solchen Situation ergriffen worden sind oder zu erwarten sind; oder
- (D) die Verwendung des Ursprünglichen Benchmarksatzes aus irgendeinem Grund nach einem Gesetz oder einer Verordnung, die in Bezug auf die Zahlstellen, die Berechnungsstelle, die Emittentin

cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or

- (B) a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
- (C) a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer, or will no longer be, representative of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the supervisor of the Original Benchmark Rate administrator; or
- (D) it has become, for any reason, unlawful under any law or regulation applicable to any Paying Agent, the Calculation Agent, the Issuer or any other party to use the Original Benchmark Rate; or

oder jeden Dritten anwendbar sind,
rechtswidrig geworden ist; oder

- (E) der Ursprüngliche Benchmarksatz ohne vorherige offizielle Ankündigung durch die zuständige Behörde oder den Administrator dauerhaft nicht mehr veröffentlicht wird; oder
- (F) eine wesentliche Änderung der Methodologie des Ursprünglichen Benchmarksatzes vorgenommen wird.

"Nachfolge-Benchmarksatz" bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der formell durch das Nominierungsgremium empfohlen wurde.

"Neuer Benchmarksatz" bezeichnet den jeweils gemäß diesem § 4(2)(e) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

"Nominierungsgremium" bezeichnet in Bezug auf die Ersetzung des Ursprünglichen Benchmarksatzes:

- (A) die Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird, oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder
- (B) jede Arbeitsgruppe oder jeden Ausschuss gefördert durch, geführt oder mitgeführt von oder gebildet von (I) der Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird, (II) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (III) einer Gruppe der zuvor genannten

- (E) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the competent authority or the administrator; or

- (F) material change is made to the Original Benchmark Rate methodology.

"Successor Benchmark Rate" means a successor to or replacement of the Original Benchmark Rate which is formally recommended by any Relevant Nominating Body.

"New Benchmark Rate" means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 4(2)(e).

"Relevant Nominating Body" means, in respect of the replacement of the Original Benchmark Rate:

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (I) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (II) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (III) a group of the aforementioned central banks or

Zentralbanken oder anderer Aufsichtsbehörden oder (IV) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon.

"**Unabhängiger Berater**" bezeichnet ein von der Emittentin ernanntes unabhängiges Finanzinstitut mit internationalem Ansehen oder einen anderen unabhängigen Finanzberater mit Erfahrung in den internationalen Anleihekapitalmärkten.

(vii) *Stichtag*. Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsspanne und der etwaigen Benchmark-Änderungen gemäß diesem § 4(2)(e) (der "**Stichtag**") ist der Zinsfestsetzungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:

(A) den Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird, an dem der Ursprüngliche Benchmarksatz eingestellt wird bzw. ab dem der Ursprüngliche Benchmarksatz nicht mehr repräsentativ ist oder sein wird, wenn das Benchmark-Ereignis aufgrund der Absätze (A), (B) oder (C) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(B) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund des Absatzes (D) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(C) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Absätze (E) oder (F) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist.

(viii) In diesem § 4(2) schließt jede Bezugnahme auf den Begriff

other supervisory authorities or (IV) the Financial Stability Board or any part thereof.

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer.

(vii) *Effective Date*. The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 4(2)(e) (the "**Effective Date**") will be the Interest Determination Date falling on or after the earliest of the following dates:

(A) if the Benchmark Event has occurred as a result of clauses (A), (B) or (C) of the definition of the term "Benchmark Event", the date of cessation of publication of the Original Benchmark Rate, the date of the discontinuation of the Original Benchmark Rate or the date as from which the Original Benchmark Rate is no longer, or will no longer be, representative, as the case may be; or

(B) if the Benchmark Event has occurred as a result of clause (D) of the definition of the term "Benchmark Event", the date from which the prohibition applies; or

(C) if the Benchmark Event has occurred as a result of clauses (E) or (F) of the definition of the term "Benchmark Event", the date of the occurrence of the Benchmark Event.

(viii) Any reference in this § 4(2) to the term "Original Benchmark Rate" shall be

"Ursprünglicher Benchmarksatz" gegebenenfalls auch eine Bezugnahme auf eine etwaige Teilkomponente desselben ein, wenn in Bezug auf diese Teilkomponente ein Benchmark-Ereignis eingetreten ist.

- (ix) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 4(2)(e) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 4(2) auf den Begriff "Ursprünglicher Benchmarksatz" als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.

- (3) Ende der Verzinsung und Verzugszinsen.

Die Verzinsung der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag unmittelbar vorausgeht, an dem sie zur Rückzahlung fällig werden. Sollte die Emittentin eine Zahlung von Kapital auf diese Schuldverschreibungen bei Fälligkeit nicht leisten, endet die Verzinsung des ausstehenden Nennbetrages der Schuldverschreibungen erst mit Ablauf des Tages, der dem Tag der tatsächlichen Zahlung unmittelbar vorausgeht. Der in einem solchen Fall jeweils anzuwendende Zinssatz wird gemäß diesem § 4 bestimmt.

- (4) Fälligkeit von Zinszahlungen; wahlweise und zwingender Aufschub von Zinszahlungen.

- (a) Zinsen, die während einer Zinsperiode auflaufen, die an einem Obligatorischen Zinszahlungstag (ausschließlich) endet, werden vorbehaltlich § 4(4)(c) an diesem Obligatorischen Zinszahlungstag fällig.
- (b) Zinsen, die während einer Zinsperiode auflaufen, die an einem Fakultativen Zinszahlungstag (ausschließlich) endet, werden vorbehaltlich § 4(4)(c) an diesem Fakultativen Zinszahlungstag fällig, es sei denn, die Emittentin entscheidet sich durch eine Erklärung an die Anleihegläubiger gemäß § 11 innerhalb einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen vor dem betreffenden Zinszahlungstag dazu, die

deemed to include a reference to any component part thereof (if any) in respect of which a Benchmark Event has occurred.

- (ix) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 4(2)(e) shall apply *mutatis mutandis* to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, any reference in this § 4(2) to the term "Original Benchmark Rate" shall be deemed to be a reference to the New Benchmark Rate that last applied.

- (3) End of interest accrual and default interest.

The Bonds will cease to bear interest from the end of the day immediately preceding the day on which they are due for redemption. If the Issuer fails to make any payment of principal under the Bonds when due, interest shall continue to accrue until the end of the day immediately preceding the day on which such redemption is made. In such case the applicable rate of interest will be determined pursuant to this § 4.

- (4) Due date for interest payments; optional and mandatory deferral of interest payments.

- (a) Interest which accrues during an Interest Period ending on but excluding a Compulsory Interest Payment Date will be due and payable (*fällig*) on such Compulsory Interest Payment Date, subject to § 4(4)(c).
- (b) Interest which accrues during an Interest Period ending on but excluding an Optional Interest Payment Date will be due and payable (*fällig*) on that Optional Interest Payment Date, subject to § 4(4)(c), unless the Issuer elects, by giving not less than 10 and not more than 15 Business Days' notice to the Bondholders prior to the relevant Interest Payment Date in accordance with § 11, to defer the relevant payment of interest in whole or in part.

betreffende Zinszahlung vollständig oder teilweise aufzuschieben.

Wenn sich die Emittentin an einem Fakultativen Zinszahlungstag zur Nichtzahlung aufgelaufener Zinsen oder nur für eine teilweise Zahlung der aufgelaufenen Zinsen entscheidet, dann ist sie nicht verpflichtet, an dem betreffenden Fakultativen Zinszahlungstag aufgelaufene Zinsen zu zahlen bzw. ist sie nur verpflichtet, den Teil der aufgelaufenen Zinsen zu leisten, für dessen Zahlung sie sich entscheidet.

Eine Nichtzahlung aus diesem Grunde begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund dieser Schuldverschreibungen oder für sonstige Zwecke.

- (c) Falls in Bezug auf einen Zinszahlungstag ein Pflichtaufschubereignis eingetreten ist, werden in dem Zeitraum bis zu diesem Zinszahlungstag (ausschließlich) aufgelaufene Zinsen an diesem Zinszahlungstag nicht fällig.

Eine Nichtzahlung von Zinsen aus diesem Grunde begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund dieser Schuldverschreibungen oder für sonstige Zwecke.

Die Emittentin wird die Anleihegläubiger gemäß § 11 über den Eintritt eines Pflichtaufschubereignisses baldmöglichst nach seiner Feststellung, spätestens am vierten Geschäftstag nach dem betreffenden Zinszahlungstag informieren. Ein Unterlassen der Mitteilung berührt nicht die Wirksamkeit des Aufschubs der Zinszahlungen und stellt in keinem Fall eine Pflichtverletzung dar. Sollte die Emittentin die Mitteilung nicht bis zum betreffenden Zinszahlungstag veröffentlicht haben, hat sie diese unverzüglich nachzuholen.

- (d) Nach Maßgabe dieses § 4(4) nicht fällig gewordene aufgelaufene Zinsen für eine Zinsperiode sind Zinsrückstände (die "**Zinsrückstände**").

If the Issuer elects to defer, or to only partially pay, accrued interest on an Optional Interest Payment Date, then it will not have any obligation to pay accrued interest, or will only be obliged to pay such part of the accrued interest it elects to pay, respectively, on such Optional Interest Payment Date.

Any such non-payment of accrued interest will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

- (c) If a Mandatory Deferral Event has occurred in respect of any Interest Payment Date, interest which accrued during the period ending on but excluding such Interest Payment Date will not be due and payable (*fällig*) on that Interest Payment Date.

Any such failure to pay interest will not constitute a default of the Issuer or any other breach of its obligations under the Bonds or for any other purpose.

The Issuer will give notice to the Bondholders of the occurrence of the Mandatory Deferral Event in accordance with § 11 as soon as possible after its determination but in no event later than on the fourth Business Day following the relevant Interest Payment Date. Any failure to give such notice shall not affect the validity of the deferral and shall not constitute a default for any purpose. If the Issuer has not given the notice until the relevant Interest Payment Date, it shall give it without undue delay thereafter.

- (d) Interest accrued for any Interest Period which is not due and payable in accordance with this § 4(4) will constitute arrears of interest ("**Arrears of Interest**").

Zinsrückstände werden nicht verzinst.

(5) Nachzahlung von Zinsrückständen.

(a) Freiwillige Nachzahlung von Zinsrückständen.

Die Emittentin ist berechtigt, ausstehende Zinsrückstände jederzeit ganz oder teilweise nachzuzahlen, wenn die Nachzahlungsvoraussetzungen in Bezug auf diese Nachzahlung erfüllt sind.

Wenn sich die Emittentin dazu entscheidet, ausstehende Zinsrückstände ganz oder teilweise nachzuzahlen, hat sie die Anleihegläubiger durch Bekanntmachung gemäß § 11 unter Einhaltung einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen in Kenntnis zu setzen, wobei die Bekanntmachung (i) den Betrag an Zinsrückständen, der gezahlt werden soll, und (ii) den für diese Zahlung festgelegten Tag (der "**Freiwillige Nachzahlungstag**") benennen muss.

Nach einer solchen Bekanntmachung wird der darin angegebene Betrag an Zinsrückständen am angegebenen Freiwilligen Nachzahlungstag fällig, und die Emittentin ist verpflichtet, diesen Betrag an Zinsrückständen am angegebenen Freiwilligen Nachzahlungstag nachzuzahlen. Diese Verpflichtung entfällt jedoch, wenn an oder vor dem Freiwilligen Nachzahlungstag die Nachzahlungsvoraussetzungen in Bezug auf die betreffende Zahlung nicht erfüllt sind.

(b) Pflicht zur Nachzahlung von Zinsrückständen.

Die Emittentin ist verpflichtet, sämtliche ausstehenden Zinsrückstände am nächsten Pflichtnachzahlungstag nachzuzahlen.

(c) Kein Verzug.

Falls an einem Freiwilligen Nachzahlungstag oder einem Pflichtnachzahlungstag die Nachzahlungsvoraussetzungen nicht erfüllt sind, werden Zinsrückstände, deren Zahlung an diesem Tag vorgesehen war, an dem betreffenden Freiwilligen Nachzahlungstag oder Pflichtnachzahlungstag nicht fällig, sondern bleiben ausstehend und werden weiter als Zinsrückstände behandelt. Eine Nichtzahlung aus diesem Grunde begründet keinen Verzug der Emittentin und keine anderweitige Verletzung

Arrears of Interest will not bear interest.

(5) Payment of Arrears of Interest.

(a) Optional payment of Arrears of Interest.

The Issuer will be entitled to pay outstanding Arrears of Interest (in whole or in part) at any time if the Conditions to Settlement are fulfilled with respect to such payment.

If the Issuer elects to pay outstanding Arrears of Interest (in whole or in part), it will give not less than 10 and not more than 15 Business Days' notice to the Bondholders in accordance with § 11 which notice will specify (i) the amount of Arrears of Interest to be paid and (ii) the date fixed for such payment (the "**Optional Settlement Date**").

Upon such notice being given, the amount of Arrears of Interest specified therein will become due and payable (*fällig*), and the Issuer will be obliged to pay such amount of Arrears of Interest on the specified Optional Settlement Date. However, this obligation will cease to exist if on or before the Optional Settlement Date the Conditions to Settlement are not fulfilled with respect to the relevant payment.

(b) Mandatory payment of Arrears of Interest.

The Issuer must pay outstanding Arrears of Interest (in whole but not in part) on the next Mandatory Settlement Date.

(c) No Default.

If on an Optional Settlement Date or a Mandatory Settlement Date the Conditions to Settlement are not fulfilled, Arrears of Interest scheduled to be paid on such date will not become due and payable (*fällig*) on the relevant Optional Settlement Date or Mandatory Settlement Date, as the case may be, but will remain outstanding and will continue to be treated as Arrears of Interest. Any such failure to pay will not constitute a default of the Issuer or any other breach of its obligations under the

ihrer Verpflichtungen aufgrund dieser Schuldverschreibungen oder für sonstige Zwecke. Die Emittentin wird die Anleihegläubiger gemäß § 11 über die Nichterfüllung der Nachzahlungsvoraussetzungen baldmöglichst nach ihrer Feststellung, spätestens am vierten Geschäftstag nach dem betreffenden Freiwilligen Nachzahlungstag bzw. Pflichtnachzahlungstag informieren.

§ 5

Rückzahlung und Rückkauf

(1) Rückzahlung bei Endfälligkeit.

Sofern nicht bereits zuvor zurückgezahlt oder zurückgekauft, werden die Schuldverschreibungen am Endfälligkeitstag zum Rückzahlungsbetrag zurückgezahlt.

"Endfälligkeitstag" ist,

- (i) wenn an dem Vorgesehenen Endfälligkeitstag die Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6) erfüllt sind, der Vorgesehene Endfälligkeitstag;
- (ii) andernfalls der erste Variable Zinszahlungstag nach dem Vorgesehenen Endfälligkeitstag, an dem die Rückzahlungs- und Rückkaufbedingungen erfüllt sind.

"Vorgesehener Endfälligkeitstag" ist der Variable Zinszahlungstag, der auf oder unmittelbar um den 26. Mai 2042 fällt.

(2) Rückkauf.

- (a) Vorbehaltlich der Erfüllung der Rückzahlungs- und Rückkaufbedingungen kann die Emittentin oder jede ihrer Tochtergesellschaften, soweit gesetzlich zulässig, jederzeit Schuldverschreibungen auf dem freien Markt oder anderweitig sowie zu jedem beliebigen Preis erwerben. Derartig erworbene Schuldverschreibungen können eingezogen, gehalten oder wieder veräußert werden.
- (b) Die Rückzahlungs- und Rückkaufbedingungen müssen im Falle von Rückkäufen nicht erfüllt sein, soweit die Emittentin oder eine ihrer Tochtergesellschaften die Schuldverschreibungen für fremde Rechnung

Bonds or for any other purpose. The Issuer will give notice to the Bondholders regarding the non-fulfilment of the Conditions to Settlement in accordance with § 11 as soon as possible after its determination but in no event later than on the fourth Business Day following the relevant Optional Settlement Date or Mandatory Settlement Date.

§ 5

Redemption and Repurchase

(1) Redemption at Maturity.

To the extent not previously redeemed or repurchased, the Bonds will be redeemed at their Redemption Amount on the Final Maturity Date.

"Final Maturity Date" means,

- (i) if on the Scheduled Maturity Date the Conditions to Redemption and Repurchase pursuant to § 5(6) are fulfilled, the Scheduled Maturity Date;
- (ii) otherwise the first Floating Interest Payment Date following the Scheduled Maturity Date on which the Conditions to Redemption and Repurchase are fulfilled.

"Scheduled Maturity Date" means the Floating Interest Payment Date falling on or around 26 May 2042.

(2) Repurchase.

- (a) Subject to the Conditions to Redemption and Repurchase being fulfilled and applicable laws, the Issuer or any of its subsidiaries may at any time acquire Bonds in the open market or otherwise and at any price. Such acquired Bonds may be cancelled, held or resold.
- (b) The Conditions to Redemption and Repurchase do not have to be fulfilled for purchases made by the Issuer or any of its subsidiaries for the account of a third party or Undertakings for Collective Investment in Transferable Securities

oder für Organismen für gemeinsame Anlagen in Wertpapieren (OGAW) erwirbt, es sei denn, die Anteile an diesem OGAW werden mehrheitlich von der Emittentin oder von einer ihrer Tochtergesellschaften gehalten.

- (c) Für einen Erwerb von Schuldverschreibungen im Rahmen eines Umtauschs gegen andere Wertpapiere gelten § 5(2)(a) und (b) entsprechend.

(3) Rückzahlung nach Wahl der Emittentin.

Die Emittentin ist vorbehaltlich der Erfüllung der Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6) berechtigt, die Schuldverschreibungen (insgesamt und nicht nur teilweise) mit Wirkung zu jedem Tag während des Zeitraums ab dem 26. November 2031 (einschließlich) bis zum Ersten Resettermin (einschließlich) und zu jedem nachfolgenden Variablen Zinszahlungstag durch Kündigungserklärung gemäß § 5(5) zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt und die Rückzahlungs- und Rückkaufbedingungen an dem Rückzahlungstag erfüllt sind, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem Rückzahlungstag zum Rückzahlungsbetrag zurückzuzahlen.

- (4) Rückzahlung nach Eintritt eines Gross-Up-Ereignisses, eines Steuerereignisses, eines Aufsichtsrechtlichen Ereignisses, eines Rechnungslegungsereignisses oder eines Ratingereignisses oder bei geringem ausstehenden Gesamtnennbetrag.

Wenn vor dem 26. November 2031 ein Gross-Up-Ereignis, ein Steuerereignis, ein Aufsichtsrechtliches Ereignis, ein Rechnungslegungsereignis oder ein Ratingereignis eintritt oder die Emittentin oder ihre Tochtergesellschaften Schuldverschreibungen im Volumen von 80 % oder mehr des ursprünglich begebenen Gesamtnennbetrages der Schuldverschreibungen erworben oder zurückgezahlt hat, ist die Emittentin vorbehaltlich der Erfüllung der Rückzahlungs- und Rückkaufbedingungen gemäß § 5(6) berechtigt, die Schuldverschreibungen (insgesamt und nicht nur teilweise) jederzeit durch Kündigungserklärung gemäß § 5(5) mit Wirkung zu dem in der Kündigungserklärung festgelegten Rückzahlungstag zur vorzeitigen Rückzahlung zu

(UCITS), unless the majority of the shares in the relevant UCITS are held by the Issuer or one of its subsidiaries.

- (c) § 5(2)(a) and (b) shall apply *mutatis mutandis* to an acquisition of the Bonds by way of exchange for other securities.

(3) Redemption at the Option of the Issuer.

The Issuer may, subject to the Conditions to Redemption and Repurchase pursuant to § 5(6) being fulfilled, upon giving notice of redemption in accordance with § 5(5), call the Bonds for early redemption (in whole but not in part) with effect as of any date during the period from and including 26 November 2031 to and including the First Reset Date and on any Floating Interest Payment Date thereafter. If the Issuer exercises its call right in accordance with sentence 1 and the Conditions to Redemption and Repurchase are fulfilled on the redemption date, the Issuer shall redeem the Bonds at the Redemption Amount on the redemption date.

- (4) Redemption following a Gross-Up Event, a Tax Event, a Regulatory Event, an Accounting Event or a Rating Event or in case of minimal outstanding aggregate principal amount

If, prior to 26 November 2031, a Gross-Up Event, a Tax Event, a Regulatory Event, an Accounting Event or a Rating Event occurs or the Issuer or its subsidiaries have repurchased or redeemed Bonds equal to or in excess of 80 per cent. of the aggregate principal amount of the Bonds initially issued, the Issuer may, subject to the Conditions to Redemption and Repurchase pursuant to § 5(6) being fulfilled, upon giving notice of redemption in accordance with § 5(5), call the Bonds for early redemption (in whole but not in part) at any time with effect as of the redemption date specified in the notice of redemption. If the Issuer exercises its call right in accordance with sentence 1 and the Conditions to Redemption and Repurchase are fulfilled on the specified redemption date, the Issuer

kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt und die Rückzahlungs- und Rückkaufbedingungen an dem festgelegten Rückzahlungstag erfüllt sind, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Rückzahlungstag zum Rückzahlungsbetrag zurückzuzahlen.

Im Falle eines Gross-Up-Ereignisses darf eine solche Kündigungserklärung nicht früher als 90 Tage vor dem Tag abgegeben werden, an dem die Emittentin erstmals verpflichtet wäre, Zusätzliche Beträge gemäß § 7 zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig würde.

Im Falle eines Steuerereignisses darf eine solche Kündigungserklärung nicht früher als 90 Tage vor dem Tag abgegeben werden, an dem die Abzugsfähigkeit der Zinsen entfallen würde.

(5) Kündigungserklärung.

Die Emittentin kann ein Recht zur Rückzahlung gemäß § 5(3) und § 5(4) durch eine Kündigungserklärung an die Anleihegläubiger gemäß § 11 unter Einhaltung einer Frist von nicht weniger als 15 Tagen ausüben. Im Fall einer Kündigung gemäß § 5(4) hat die Kündigungserklärung diejenigen Tatsachen zu enthalten, auf welche die Emittentin ihr Recht zur Kündigung stützt, und den festgelegten Rückzahlungstag zu bezeichnen.

Die Rückzahlung gemäß § 5(3) und § 5(4) steht auch nach einer Kündigungserklärung gemäß diesem § 5(5) unter dem Vorbehalt der Erfüllung der Rückzahlungs- und Rückkaufbedingungen an dem in der Kündigungserklärung festgelegten Rückzahlungstag.

(6) Rückzahlungs- und Rückkaufbedingungen.

"Rückzahlungs- und Rückkaufbedingungen" bezeichnet die an einem Tag in Bezug auf eine vorgesehene Rückzahlung der Schuldverschreibungen durch die Emittentin oder einen geplanten Rückkauf von Schuldverschreibungen durch die Emittentin oder ihre Tochtergesellschaften nach den Anwendbaren Aufsichtsrechtlichen Vorschriften für die Anerkennung der Schuldverschreibungen als Tier-2-Kapital der Emittentin und der Münchener Rück-Gruppe nach den Anwendbaren Aufsichtsrechtlichen Vorschriften zu erfüllenden Voraussetzungen. Am Tag der Begebung der Schuldverschreibungen setzt dies Folgendes voraus:

shall redeem the Bonds at the Redemption Amount on the redemption date specified in the notice of redemption.

In the case of a Gross-Up Event, no such notice of redemption may be given earlier than 90 days prior to the earliest date on which the Issuer would be for the first time obliged to pay the Additional Amounts pursuant to § 7 if a payment in respect of the Bonds were then due.

In the case of a Tax Event, no such notice of redemption may be given earlier than 90 days prior to the date, on which the deductibility of interest would fall away.

(5) Notice of redemption.

The Issuer will give not less than 15 days' notice to the Bondholders in accordance with § 11 of any redemption pursuant to § 5(3) and § 5(4). In the case of a redemption in accordance with § 5(4) such notice of redemption will set forth the underlying facts of the Issuer's right to redemption and specify the date fixed for redemption.

Even if such notice of redemption pursuant to this § 5(5) is given, the redemption pursuant to § 5(3) and § 5(4) is subject to the Conditions to Redemption and Repurchase being fulfilled on the date fixed for redemption in the notice of redemption.

(6) Conditions to Redemption and Repurchase.

"Conditions to Redemption and Repurchase" means the requirements that must be met on any day with respect to a scheduled redemption of the Bonds by the Issuer or a planned repurchase of Bonds by the Issuer or its subsidiaries in accordance with the Applicable Supervisory Regulations in order for the Bonds to qualify as Tier 2 Capital of the Issuer and the Munich Re-Group in accordance with the Applicable Supervisory Regulations. At the date of issue of the Bonds this requires the following:

(a) Die Rückzahlungs- und Rückkaufbedingungen sind an einem Tag in Bezug auf eine vorgesehene Rückzahlung oder einen geplanten Rückkauf von Schuldverschreibungen erfüllt, wenn an diesem Tag

(i) kein an diesem Tag noch fortbestehendes Insolvenzereignis eingetreten ist und die Zahlung des Rückzahlungsbetrages oder der Rückkauf nicht zu einem Insolvenzereignis führen oder dessen Eintritt beschleunigen würde (wobei jedoch ungeachtet dessen die Forderungen der Anleihegläubiger aus den Schuldverschreibungen in einem Insolvenz- oder Liquidationsverfahren im Hinblick auf die Emittentin nach Maßgabe der Anwendbaren Insolvenzrechtlichen Vorschriften fällig werden); und

(ii) kein an diesem Tag noch fortbestehendes Solvenzkapitalereignis eingetreten ist oder durch die Rückzahlung der Schuldverschreibungen bzw. durch den Rückkauf von Schuldverschreibungen eintreten würde, es sei denn, die nach den Anwendbaren Aufsichtsrechtlichen Vorschriften geltenden Bedingungen für eine ausnahmsweise Zulassung der Rückzahlung der Schuldverschreibungen bzw. des Rückkaufs sind an diesem Tag erfüllt; dies setzt voraus, dass

(A) die Zuständige Aufsichtsbehörde in Kenntnis des Eintritts eines noch fortbestehenden Solvenzkapitalereignisses ihre vorherige Zustimmung zu der Rückzahlung bzw. dem Rückkauf erteilt hat und bis zu diesem Tag nicht widerrufen hat; und

(B) das über die Schuldverschreibungen eingezahlte Kapital durch die Einzahlung von Tier-1-Basiseigenmitteln bestandteilen ersetzt oder in solche Bestandteile umgewandelt wird, oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile

(a) The Conditions to Redemption and Repurchase are fulfilled on any date with respect to a scheduled redemption or a planned repurchase of Bonds, if, on such date,

(i) no Insolvency Event has occurred and is continuing on such date and the payment of the Redemption Amount or the repurchase would not result in, or accelerate, the occurrence of an Insolvency Event (notwithstanding the above, the claims of the Bondholders under the Bonds in any insolvency or liquidation proceedings in relation to the Issuer will fall due in accordance with the Applicable Insolvency Regulations); and

(ii) no Solvency Capital Event has occurred and is continuing on such date or would be caused by the redemption of the Bonds or the repurchase of Bonds, unless the conditions under the Applicable Supervisory Regulations for the exceptional permission of the redemption of the Bonds or the repurchase are met on such date; this requires that

(A) the Competent Supervisory Authority, being aware of the occurrence of a Solvency Capital Event that is continuing, has given, and not withdrawn by such date, its prior consent to the redemption or the repurchase; and

(B) the capital paid-in for the Bonds is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into other paid-in Tier 2 basic own-fund items of at least the same quality; and

ersetzt oder in solche Bestandteile umgewandelt wird; und

- (C) die anwendbare Solo-MCR und die anwendbare Gruppen-MCR auch nach der Rückzahlung der Schuldverschreibungen bzw. dem Rückkauf eingehalten werden;

und

- (iii) die Zuständige Aufsichtsbehörde ihre nach den Anwendbaren Aufsichtsrechtlichen Vorschriften erforderliche vorherige Zustimmung zur Rückzahlung bzw. zu dem Rückkauf erteilt und bis zu diesem Tag nicht widerrufen hat; und

- (iv) im Falle einer Rückzahlung der Schuldverschreibungen oder eines Rückkaufs von Schuldverschreibungen vor dem 2. September 2026 das über die Schuldverschreibungen eingezahlte Kapital mit der vorherigen Zustimmung der Zuständigen Aufsichtsbehörde entweder durch die Einzahlung von Tier-1-Basiseigenmittelbestandteilen ersetzt oder in solche Bestandteile umgewandelt wird, oder durch die Einzahlung anderer, zumindest gleichwertiger Tier-2-Basiseigenmittelbestandteile ersetzt oder in solche Bestandteile umgewandelt wird, wobei die Pflicht zur Ersetzung oder Umwandlung gemäß diesem Absatz (iv) nur vorbehaltlich Absatz (iv)(A) und Absatz (iv)(B) besteht.

- (A) Keine Pflicht zur Ersetzung oder Umwandlung gemäß Absatz (iv) besteht, wenn im Falle einer Rückzahlung bei Eintritt eines Gross-Up-Ereignisses oder eines Steuerereignisses die folgenden Bedingungen erfüllt sind:

- (I) es liegt eine Angemessene Überdeckung vor; und
- (II) die Emittentin weist der Zuständigen Aufsichtsbehörde gegenüber hinreichend nach, dass das

- (C) the applicable Solo MCR and the applicable Group MCR are fulfilled also after the redemption of the Bonds or the repurchase;

and

- (iii) the Competent Supervisory Authority has given, and not withdrawn by such day, its prior consent to the redemption of the Bonds or to the repurchase as required under the Applicable Supervisory Regulations; and

- (iv) in the case of any redemption of the Bonds or any repurchase of Bonds prior to 2 September 2026 the capital paid-in for the Bonds is replaced by or converted into paid-in Tier 1 basic own-fund items, or is replaced by or converted into other paid-in Tier 2 basic own-fund items of at least the same quality, in each case with the prior consent of the Competent Supervisory Authority, provided that the replacement or conversion requirement in accordance with this clause (iv) applies only subject to clause (iv)(A) and clause (iv)(B).

- (A) No replacement or conversion requirement in accordance with clause (iv) applies if, in the case of any redemption following the occurrence of a Gross-Up Event or a Tax Event, the following conditions are met:

- (I) an Appropriate Margin exists; and
- (II) the Issuer demonstrates to the satisfaction of the Competent Supervisory Authority that the Gross-Up Event or the

Gross-Up-Ereignis oder das Steuerereignis wesentlich ist und am Tag der Begebung der Schuldverschreibungen nach vernünftigem Ermessen nicht vorherzusehen war.

(B) Keine Pflicht zur Ersetzung oder Umwandlung gemäß Absatz (iv) besteht, wenn im Falle einer Rückzahlung bei Eintritt eines Aufsichtsrechtlichen Ereignisses die folgenden Bedingungen erfüllt sind:

(I) es liegt eine Angemessene Überdeckung vor; und

(II) die Zuständige Aufsichtsbehörde hält es für ausreichend sicher, dass die für das Aufsichtsrechtliche Ereignis relevante Änderung stattfindet oder stattfinden wird, und die Emittentin weist der Zuständigen Aufsichtsbehörde gegenüber hinreichend nach, dass der Ausschluss der Schuldverschreibungen aus den Tier-2-Eigenmittelbestandteilen der Emittentin oder der Gruppe der Emittentin oder die aufsichtsrechtliche Neueinstufung der Schuldverschreibungen am Tag der Begebung der Schuldverschreibungen nach vernünftigem Ermessen nicht vorherzusehen war.

(b) Sofern im Zeitpunkt einer vorgesehenen Rückzahlung der Schuldverschreibungen oder eines geplanten Rückkaufs von Schuldverschreibungen nach den Anwendbaren Aufsichtsrechtlichen Vorschriften andere oder zusätzliche Vorbedingungen für die Rückzahlung oder den Rückkauf erfüllt sein müssen, gelten diese anderen oder zusätzlichen Vorbedingungen als "Rückzahlungs- und Rückkaufbedingungen", und zwar anstelle von

Tax Event is material and was not reasonably foreseeable at the date of issue of the Bonds.

(B) No replacement or conversion requirement in accordance with clause (iv) applies if, in the case of any redemption following the occurrence of a Regulatory Event the following conditions are met:

(I) an Appropriate Margin exists; and

(II) the Competent Supervisory Authority considers it to be sufficiently certain that the relevant change for the Regulatory Event occurs or will occur, and the Issuer demonstrates to the satisfaction of the Competent Supervisory Authority that the exclusion of the Bonds from the Tier 2 basic own funds items of the Issuer or the Issuer's Group or the regulatory reclassification of the Bonds was not reasonably foreseeable at the date of issue of the Bonds.

(b) If, at the time of a scheduled redemption of the Bonds or a planned repurchase of Bonds, the Applicable Supervisory Regulations permit the repayment or repurchase only after compliance with one or more alternative or additional pre-conditions, then such other and/or additional pre-conditions shall be deemed to constitute "Conditions to Redemption and Repurchase"

bzw. zusätzlich zu den vorstehend in diesem § 5(6) genannten Bedingungen.

- (c) Wenn die Rückzahlungs- und Rückkaufbedingungen nicht erfüllt sind, berechtigt dies die Anleihegläubiger nicht, von der Emittentin die Rückzahlung der Schuldverschreibungen zu verlangen, und eine aus diesem Grund nicht erfolgte Rückzahlung der Schuldverschreibungen stellt keine Pflichtverletzung der Emittentin dar.

- (7) Kein Kündigungsrecht der Anleihegläubiger.

Die Anleihegläubiger sind weder zur Kündigung noch anderweitig zur vorzeitigen Fälligkeitstellung der Schuldverschreibungen berechtigt.

§ 6 Zahlungen

- (1) (a) Die Emittentin verpflichtet sich, Kapital und Zinsen auf die Schuldverschreibungen bei Fälligkeit in Euro zu zahlen. Die Zahlung von Kapital und Zinsen erfolgt über die Hauptzahlstelle zur Weiterleitung an das Clearingsystem oder nach dessen Weisung zur Gutschrift für die jeweiligen Kontoinhaber.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch eine Vorläufige Globalurkunde verbrieft sind, erfolgt nach ordnungsgemäßem Nachweis gemäß § 2(2).

- (b) Sämtliche Zahlungen stehen in allen Fällen unter dem Vorbehalt geltender steuerlicher und sonstiger gesetzlicher Vorschriften, Richtlinien, Verordnungen oder Verträge, denen sich die Emittentin, die Hauptzahlstelle oder eine Zahlstelle unterworfen haben. Die Emittentin ist nicht für irgendwelche Steuern oder Abgaben gleich welcher Art verantwortlich, die aufgrund solcher gesetzlichen Vorschriften, Richtlinien, Verordnungen oder Verträge auferlegt oder erhoben werden. Dies berührt jedoch nicht die Bestimmungen von § 7. Den Anleihegläubigern werden keine Kosten oder Gebühren in Bezug auf diese Zahlungen auferlegt.
- (c) Die Emittentin wird durch Leistung der Zahlung an das Clearingsystem oder an dessen Order von ihrer Zahlungspflicht befreit.

instead of, or in addition to, the conditions set forth in this § 5(6) above.

- (c) If the Conditions to Redemption and Repurchase are not fulfilled, this will not entitle the Bondholders to require the Issuer to redeem the Bonds, and if the Issuer does not redeem the Bonds as a result thereof, this shall not constitute a default of the Issuer for any purpose.

- (7) No put or acceleration right of the Bondholders.

The Bondholders shall have neither any put right nor any other right to accelerate the redemption of the Bonds.

§ 6 Payments

- (1) (a) The Issuer undertakes to pay, as and when due, principal and interest on the Bonds in Euro. Payment of principal and interest on the Bonds will be made through the Principal Paying Agent for on-payment to the Clearing System or to its order for credit to the respective account holders.

Payment of interest on Bonds represented by a Temporary Global Bond shall be made, upon due certification as provided in § 2(2).

- (b) All payments will be subject in all cases to any applicable fiscal and other laws, directives, regulations or agreements to which the Issuer, the Principal Paying Agent or any Paying Agent, as the case may be, agree to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of § 7. No commission or expenses shall be charged to the Bondholders in respect of such payments.
- (c) The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

- (2) Falls ein Fälligkeitstag für die Zahlung von Kapital und/oder Zinsen und/oder Zinsrückständen kein Geschäftstag ist, erfolgt die Zahlung erst am nächstfolgenden Geschäftstag (außer im Fall eines Variablen Zinszahlungstags). Die Anleihegläubiger sind nicht berechtigt, Zinsen oder eine andere Entschädigung wegen eines solchen Zahlungsaufschubs zu verlangen.
- (3) Bezugnahmen in diesen Anleihebedingungen auf Kapital und Zinsen schließen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren Zusätzlichen Beträge (wie dort definiert) ein.

§ 7

Besteuerung

Sämtliche Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen werden ohne Einbehalt oder Abzug von Steuern, Abgaben, Festsetzungen oder behördlicher Gebühren jedweder Art ("**Steuern**") geleistet, die von dem Staat, in dem die Emittentin steuerlich ansässig ist, oder eine seiner Gebietskörperschaften oder Behörden mit der Befugnis zur Erhebung von Steuern auferlegt, erhoben, eingezogen, einbehalten oder festgesetzt werden, sofern nicht die Emittentin kraft Gesetzes oder einer sonstigen Rechtsvorschrift zu einem solchen Einbehalt oder Abzug verpflichtet ist. Sofern die Emittentin zu einem solchen Einbehalt oder Abzug verpflichtet ist, wird die Emittentin zusätzliche Beträge (die "**Zusätzlichen Beträge**") an die Anleihegläubiger zahlen, so dass die Anleihegläubiger die Beträge erhalten, die sie ohne den betreffenden Einbehalt oder Abzug erhalten hätten. Solche Zusätzlichen Beträge sind jedoch nicht zahlbar wegen solcher Steuern in Bezug auf Schuldverschreibungen,

- (a) die von einer als Depotbank oder Inkassobeauftragter des Anleihegläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) die wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Anleihegläubigers zu dem Staat, in dem die Emittentin steuerlich ansässig ist, zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in dem Staat, in dem die Emittentin steuerlich ansässig ist, stammen

- (2) If the due date for any payment of principal and/or interest and/or Arrears of Interest is not a Business Day, payment will be made only on the next Business Day (except as provided in relation to a Floating Interest Payment Date). The Bondholders will have no right to claim payment of any interest or other indemnity in respect of such delay in payment.
- (3) References in these Terms and Conditions to principal and interest on the Bonds include, to the extent applicable, all Additional Amounts payable pursuant to § 7 (as therein defined).

§ 7

Taxation

All payments of principal and interest in respect of the Bonds will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Issuer's country of domicile for tax purposes or any political subdivision or any authority or any agency of or in the Issuer's country of domicile for tax purposes that has power to tax, unless the Issuer is compelled by law to make such withholding or deduction. If the Issuer is required to make such withholding or deduction, the Issuer will pay such additional amounts (the "**Additional Amounts**") to the Bondholders as the Bondholders would have received if no such withholding or deduction had been required, except that no such Additional Amounts will be payable for any such Taxes in respect of any Bond:

- (a) which are payable by any person acting as custodian bank or collecting agent on behalf of a Bondholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) which are payable by reason of the Bondholder having, or having had, some personal or business connection with the Issuer's country of domicile for tax purposes and not merely by reason of the fact that payments in respect of the Bonds are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Issuer's country of domicile for tax purposes; or

(oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

- (c) die aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der der Staat, in dem die Emittentin steuerlich ansässig ist, oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) die aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 11 wirksam wird.

Die Emittentin ist keinesfalls verpflichtet, Zusätzliche Beträge in Bezug auf einen Einbehalt oder Abzug von Beträgen zu zahlen, die gemäß Sections 1471 bis 1474 des U.S. Internal Revenue Code (in der jeweils geltenden Fassung oder gemäß Nachfolgebestimmungen), gemäß zwischenstaatlicher Abkommen, gemäß den in einer anderen Rechtsordnung in Zusammenhang mit diesen Bestimmungen erlassenen Durchführungsvorschriften oder gemäß mit dem Internal Revenue Service geschlossenen Verträgen von der Emittentin, der jeweiligen Zahlstelle oder einem anderen Beteiligten abgezogen oder einbehalten wurden ("**FATCA-Steuerabzug**") oder Anleger in Bezug auf einen FATCA-Steuerabzug schadlos zu halten.

§ 8

Vorlegungsfrist, Verjährung

Die Vorlegungsfrist der Schuldverschreibungen wird auf zehn Jahre reduziert. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 9

Zahlstellen und Berechnungsstellen

- (1) Bestellung.

Die Emittentin hat die Citibank Europe plc, 1 North Wall Quay, Dublin 1, Irland als Hauptzahlstelle in Bezug auf die Schuldverschreibungen (die "**Hauptzahlstelle**") und gemeinsam mit jeder etwaigen von der Emittentin nach § 9(2) bestellten zusätzlichen

- (c) which are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Issuer's country of domicile for tax purposes or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty or understanding; or
- (d) which are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due or is duly provided for and notice thereof is published in accordance with § 11, whichever occurs later.

In any event, the Issuer will have no obligation to pay Additional Amounts deducted or withheld by the Issuer, the relevant Paying Agent or any other party in relation to any withholding or deduction of any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA Withholding**") or to indemnify any investor in relation to any FATCA Withholding.

§ 8

Presentation Period, Prescription

The period for presentation of the Bonds will be reduced to ten years. The period of limitation for claims under the Bonds presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 9

Paying and Calculation Agents

- (1) Appointment.

The Issuer has appointed die Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland as principal paying agent (the "**Principal Paying Agent**" and, together with any additional paying agent appointed by the Issuer in accordance with § 9(2), the "**Paying**

Zahlstelle, die "**Zahlstellen**", und jede eine "**Zahlstelle**") und als Berechnungsstelle (die "**Berechnungsstelle**") bestellt.

(2) Änderung oder Beendigung der Bestellung.

Die Emittentin wird dafür sorgen, dass stets eine Hauptzahlstelle und eine Berechnungsstelle vorhanden sind. Die Emittentin ist berechtigt, andere international anerkannte Banken als Zahlstelle bzw. eine international anerkannte Bank oder einen Finanzberater mit einschlägiger Expertise als Berechnungsstelle zu bestellen. Die Emittentin ist weiterhin berechtigt, die Bestellung einer Bank zur Zahlstelle oder Berechnungsstelle zu beenden. Im Falle einer solchen Beendigung oder falls die bestellte Zahlstelle oder Berechnungsstelle nicht mehr als Zahlstelle oder Berechnungsstelle in der jeweiligen Funktion tätig werden kann oder will, bestellt die Emittentin eine andere international anerkannte Bank als Zahlstelle bzw. eine international anerkannte Bank oder einen Finanzberater mit einschlägiger Expertise als Berechnungsstelle. Eine solche Bestellung oder Beendigung der Bestellung ist unverzüglich gemäß § 11 oder, falls dies nicht möglich sein sollte, durch eine öffentliche Bekanntmachung in sonstiger geeigneter Weise bekannt zu machen.

(3) Status der beauftragten Stellen.

Die Zahlstellen und die Berechnungsstelle handeln ausschließlich als Vertreter der Emittentin und übernehmen keine Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Vertrags-, Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet. Die Zahlstellen und die Berechnungsstelle sind von den Beschränkungen des § 181 des Bürgerlichen Gesetzbuchs befreit.

(4) Wenn die Emittentin gemäß § 4(2)(e) einen Unabhängigen Berater bestellt, dann ist § 9(3) auf den Unabhängigen Berater entsprechend anzuwenden.

§ 10

Weitere Emissionen

Die Emittentin kann ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen begeben, die in jeder Hinsicht (gegebenenfalls mit Ausnahme des Tages der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) die gleichen Bedingungen wie die Schuldverschreibungen dieser Anleihe haben und die zusammen mit den Schuldverschreibungen dieser Anleihe

Agents", and each a "**Paying Agent**") and as Calculation Agent (the "**Calculation Agent**") with respect to the Bonds.

(2) Variation or Termination of Appointment.

The Issuer will procure that there will at all times be a Principal Paying Agent and a Calculation Agent. The Issuer is entitled to appoint other banks of international standing as Paying Agents, or another bank of international standing or a financial adviser with relevant expertise as Calculation Agent. Furthermore, the Issuer is entitled to terminate the appointment of any Paying Agent or Calculation Agent. In the event of such termination or such Paying Agent or Calculation Agent being unable or unwilling to continue to act as Paying Agent or Calculation Agent in the relevant capacity, the Issuer will appoint another bank of international standing as Paying Agent or a bank of international standing or a financial adviser with relevant expertise as Calculation Agent. Such appointment or termination will be published without undue delay in accordance with § 11, or, should this not be possible, be published in another appropriate manner.

(3) Status of the Agents.

The Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of contract, agency or trust for or with any of the Bondholders. The Paying Agents and the Calculation Agent are exempt from the restrictions of § 181 of the German Civil Code (*Bürgerliches Gesetzbuch*).

(4) If the Issuer appoints an Independent Adviser in accordance with § 4(2)(e), § 9(3) shall apply mutatis mutandis to the Independent Adviser.

§ 10

Further Issues

The Issuer may from time to time, without the consent of the Bondholders, create and issue further bonds having the same terms and conditions as the Bonds in all respects (or in all respects except for the issue date, the interest commencement date and/or the issue price) so as to form a single series with

eine einheitliche Serie bilden. Der Begriff "Schuldverschreibungen" umfasst im Fall einer solchen weiteren Begebung auch solche zusätzlich begebenen Schuldverschreibungen.

Eine Aufstockung dieser Emission gemäß diesem § 10 darf nicht durchgeführt werden, wenn diese Aufstockung zum Eintritt eines Aufsichtsrechtlichen Ereignisses führen würde, aufgrund dessen die Emittentin berechtigt wäre, die Schuldverschreibungen gemäß § 5(4) zurückzuzahlen.

§ 11 Bekanntmachungen

- (1) Alle Bekanntmachungen, die die Schuldverschreibungen betreffen, werden im Bundesanzeiger und (solange die Schuldverschreibungen am geregelten Markt der Luxemburger Wertpapierbörse notiert sind) 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.
- (2) Die Emittentin ist darüber hinaus berechtigt, alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger zu übermitteln. Jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearingsystem als den Anleihegläubigern mitgeteilt.

§ 12 Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger; Gemeinsamer Vertreter

- (1) Die Emittentin kann mit den Anleihegläubigern Änderungen der Anleihebedingungen oder sonstige Maßnahmen durch Mehrheitsbeschluss der Anleihegläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen ("**SchVG**") in seiner jeweils geltenden Fassung beschließen.

Das Recht der Emittentin gemäß diesem § 12(1) steht unter folgenden Vorbehalten:

- (i) den in § 3(2), § 3(3), § 3(4) und § 5(6) genannten aufsichtsrechtlichen Beschränkungen;
- (ii) der Erfüllung der zum Zeitpunkt einer Änderung der Anleihebedingungen jeweils geltenden

the Bonds. The term "Bonds" shall, in the event of such further issue, also comprise such further bonds.

No increase of these Bonds will be made in accordance with this § 10 if such increase would result in a Regulatory Event entitling the Issuer to redeem the Bonds in accordance with § 5(4).

§ 11 Notices

- (1) All notices regarding the Bonds will be published in the Federal Gazette (*Bundesanzeiger*) (to the extent required) and (so long as the Bonds are listed on the regulated market of the Luxembourg Stock Exchange) 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) In addition, the Issuer will be entitled to deliver all notices concerning the Bonds to the Clearing System for communication by the Clearing System to the Bondholders. Any such notice shall be deemed to have been given to the Bondholders on the fifth day after the date on which the said notice was given to the Clearing System.

§ 12 Amendments to the Terms and Conditions by resolution of the Bondholders; Joint Representative

- (1) The Issuer may agree with the Bondholders on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Bondholders pursuant to § 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*), as amended from time to time.

The Issuer's right under this § 12(1) is subject to the following restrictions:

- (i) the regulatory restrictions set out in § 3(2), § 3(3), § 3(4) and § 5(6);
- (ii) the compliance with the Applicable Supervisory Regulations at the time of an amendment of the

Anwendbaren Aufsichtsrechtlichen Vorschriften für die Einbeziehung der Schuldverschreibungen in die Berechnung der Eigenmittel für Zwecke der Ermittlung der Solvabilität der Emittentin und/oder der Gruppensolvabilität der Münchener Rück-Gruppe als Tier-2-Kapital (oder eine bessere Eigenmittelkategorie); und

- (iii) der vorherigen Zustimmung der Zuständigen Aufsichtsbehörde (sofern im betreffenden Zeitpunkt eine solche vorherige Zustimmung aufgrund der Anwendbaren Aufsichtsrechtlichen Vorschriften erforderlich ist).

Eine Änderung der Anleihebedingungen ohne Zustimmung der Emittentin scheidet aus. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen durch Beschlüsse mit den in dem nachstehenden § 12(2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger gleichermaßen verbindlich.

- (2) Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit, beschließen die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nr. 1 bis 9 SchVG, geändert wird oder sonstige wesentliche Maßnahmen beschlossen werden, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine **"Qualifizierte Mehrheit"**).
- (3) Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und §§ 5 ff. SchVG fassen.
- (a) Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens an dem dritten Tag vor der

Terms and Conditions for the Bonds to qualify for the inclusion in the determination of the own funds for solvency purposes of the Issuer and/or for group solvency purposes of the Munich Re-Group as Tier 2 Capital (or a better category of own funds); and

- (iii) the prior consent of the Competent Supervisory Authority (if under the Applicable Supervisory Regulations such prior consent is required at the time).

There will be no amendment of the Terms and Conditions without the Issuer's consent. In particular, the Bondholders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5 paragraph 3 SchVG by resolutions passed by such majority of the votes of the Bondholders as stated under § 12(2) below. A duly passed majority resolution shall be binding equally upon all Bondholders.

- (2) Except as provided by the following sentence and provided that the quorum requirements are being met, the Bondholders 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 § 5 paragraph 3 numbers 1 through 9 SchVG, or which relate to material other matters may only be passed by a majority of at least 75 per cent. of the voting rights participating in the vote (a **"Qualified Majority"**).
- (3) The Bondholders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with § 5 et seqq. SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and § 5 et seqq. SchVG.
- (a) Attendance at the meeting and exercise of voting rights is subject to the Bondholders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Bondholders must provide

Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank 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 der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

- (b) Zusammen mit der Stimmabgabe müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung ohne Versammlung durch einen in Textform erstellten besonderen Nachweis der Depotbank und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.
- (4) Wird für die Gläubigerversammlung gemäß § 12(3)(a) oder die Abstimmung ohne Versammlung gemäß § 12(3)(b) die mangelnde Beschlussfähigkeit festgestellt, kann – im Falle der Gläubigerversammlung – der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und – im Falle der Abstimmung ohne Versammlung – der Abstimmungsleiter eine zweite Versammlung im Sinne von § 18 Absatz 4 S. 2 und § 15 Absatz 3 Satz 3 SchVG einberufen. Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Für die Anmeldung der Anleihegläubiger zu einer zweiten Versammlung gelten die Bestimmungen des § 12(3)(a) entsprechend.
- (5) Die Anleihegläubiger 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 Anleihegläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung

evidence of their eligibility to participate in the vote by means of a special confirmation of the Custodian in text form and by submission of a blocking instruction by the Custodian stating that the relevant Bonds are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

- (b) Together with casting their vote, Bondholders must provide evidence of their eligibility to participate in the vote without a meeting by means of a special confirmation of the Custodian in text form and by submission of a blocking instruction by the Custodian stating that the relevant Bonds are not transferable from and including the day such vote has been cast until and including the day the voting period ends.
- (4) If it is ascertained that no quorum exists for the meeting pursuant to § 12(3)(a) or the vote without a meeting pursuant to § 12(3)(b), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with § 15 paragraph 3 sentence 2 SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of § 18 paragraph 4 sentence 2 and § 15 paragraph 3 sentence 3 SchVG. Attendance at the second meeting and exercise of voting rights is subject to the Bondholders' registration. The provisions set out in § 12(3)(a) shall apply *mutatis mutandis* to Bondholders' registration for a second meeting.
- (5) The Bondholders may by majority resolution provide for the appointment or dismissal of a holders' representative (the "**Bondholders' Representative**"), the duties and responsibilities and the powers of such Bondholders' Representative, the transfer of the rights of the Bondholders to the Bondholders' Representative and a limitation of liability of the Bondholders' Representative. Appointment of a Bondholders'

eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder sonstigen wesentlichen Maßnahmen gemäß § 12(2) zuzustimmen.

- (6) Bekanntmachungen betreffend diesen § 12 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.
- (7) Im Fall einer Schuldnerersetzung gemäß § 13(1) gilt § 12 entsprechend für die Änderung der Garantie gemäß § 13(1)(d), und Änderungen der Anleihebedingungen und dieser Garantie sind nur mit Zustimmung der Neuen Emittentin und der Münchener Rückversicherungs-Gesellschaft als Garantin zulässig.

§ 13 Ersetzung

- (1) Ersetzung.

Die Emittentin ist jederzeit berechtigt, ohne Zustimmung der Anleihegläubiger eine andere Gesellschaft (soweit es sich bei dieser Gesellschaft nicht um ein Versicherungsunternehmen handelt), die direkt oder indirekt von der Emittentin kontrolliert wird, als neue Emittentin für alle sich aus oder im Zusammenhang mit den Schuldverschreibungen ergebenden Verpflichtungen mit schuldbefreiender Wirkung für die Emittentin an die Stelle der Emittentin zu setzen (die "**Neue Emittentin**"), sofern

- (a) die Neue Emittentin sämtliche Verpflichtungen der Emittentin aus oder im Zusammenhang mit den Schuldverschreibungen übernimmt; und
- (b) die Emittentin und die Neue Emittentin sämtliche für die Schuldnerersetzung und die Erfüllung der Verpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen erforderlichen internen Zustimmungen erhalten haben, und die Zuständige Aufsichtsbehörde der Ersetzung zuvor zugestimmt hat; und
- (c) die Neue Emittentin in der Lage ist, sämtliche zur Erfüllung der aufgrund der Schuldverschreibungen bestehenden Zahlungsverpflichtungen erforderlichen Beträge in Euro an das Clearingsystem zu zahlen, und zwar ohne Abzug oder Einbehalt von Steuern oder sonstigen Abgaben jedweder Art, die von dem Land (oder den Ländern), in dem (in denen) die Neue Emittentin ihren Sitz oder Steuersitz

Representative may only be passed by a Qualified Majority if such Bondholders' Representative is to be authorised to consent, in accordance with § 12(2) hereof, to a material change in the substance of the Terms and Conditions or other material matters.

- (6) Any notices concerning this § 12 shall be made exclusively pursuant to the provisions of the SchVG.
- (7) In the event of a substitution pursuant to § 13(1), § 12 shall apply *mutatis mutandis* for an amendment of the guarantee pursuant to § 13(1)(d), and the Terms and Conditions and such guarantee may only be amended with the consent of the New Issuer and Munich Reinsurance Company as guarantor.

§ 13 Substitution

- (1) Substitution.

The Issuer may at any time, without the consent of the Bondholders, substitute for itself any other company (other than an insurance undertaking) which is directly or indirectly controlled by the Issuer, as new issuer (the "**New Issuer**") in respect of all obligations arising under or in connection with the Bonds with the effect of releasing the Issuer of all such obligations, if:

- (a) the New Issuer assumes any and all obligations of the Issuer arising under or in connection with the Bonds; and
- (b) the Issuer and the New Issuer have obtained all internal authorisations necessary for the substitution and the fulfilment of the obligations arising under or in connection with the Bonds, and the Competent Supervisory Authority having given its prior consent to the substitution; and
- (c) the New Issuer is in the position to pay to the Clearing System in Euro and without deducting or withholding any taxes or other duties of whatever nature imposed, levied or deducted by the country (or countries) in which the New Issuer has its domicile or tax residence all amounts required for the performance of the payment obligations arising from or in connection with the Bonds; and

hat, auferlegt, erhoben oder eingezogen werden;
und

- (d) die Emittentin unwiderruflich die Verpflichtungen der Neuen Emittentin aus den Schuldverschreibungen auf nachrangiger Basis zu Bedingungen garantiert, die sicherstellen, dass jeder Anleihegläubiger wirtschaftlich so gestellt wird, wie er ohne die Ersetzung stehen würde; und
- (e) die Rückzahlungs- und Rückkaufbedingungen zum Zeitpunkt der Ersetzung erfüllt sind; diese finden auf die Ersetzung entsprechende Anwendung.

(2) Bezugnahmen.

Im Fall einer Schuldnerersetzung gemäß § 13(1) gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin als eine solche auf die Neue Emittentin.

Klarstellend sei erwähnt, dass dies nur gilt, soweit sich nicht aus Sinn und Zweck der jeweiligen Bedingung ergibt, dass die Bezugnahme entweder weiterhin nur auf die Münchener Rückversicherungs-Gesellschaft erfolgen soll (also insbesondere im Hinblick auf die Solvabilität der Münchener Rückversicherungs-Gesellschaft und die Gruppensolvabilität der Münchener Rück-Gruppe, das Insolvenzereignis, das Obligatorische Zinszahlungsereignis, das Rechnungslegungsereignis, das Ratingereignis und § 5(2)), oder dass die Bezugnahme auf die Neue Emittentin und gleichzeitig auch auf die Münchener Rückversicherungs-Gesellschaft, im Hinblick auf deren Verpflichtungen aus der Garantie gemäß § 13(1)(d), erfolgen soll (Gross-Up-Ereignis, Steuerereignis, Aufsichtsrechtliches Ereignis, Rechnungslegungsereignis, Ratingereignis und Besteuerung).

Im Fall einer Schuldnerersetzung gilt jede Bezugnahme auf die Bundesrepublik Deutschland (außer in § 14) als eine solche auf den Staat, in welchem die Neue Emittentin steuerlich ansässig ist, soweit sich aus Satz 2 nichts anderes ergibt.

(3) Bekanntmachung und Wirksamwerden der Ersetzung.

Die Ersetzung der Emittentin ist gemäß § 11 bekanntzumachen. Mit der Veröffentlichung der Bekanntmachung der Ersetzung wird die Ersetzung wirksam und die Emittentin und im Fall einer wiederholten Anwendung dieses § 13 jede frühere

- (d) the Issuer irrevocably guarantees on a subordinated basis such obligations of the New Issuer under the Bonds on terms which ensure that each Bondholder will be put in an economic position that is not less favourable as that which would have existed if the substitution had not taken place; and

- (e) the Conditions to Redemption and Repurchase are fulfilled at the time of the substitution; these shall apply *mutatis mutandis* to the substitution.

(2) References.

In the event of a substitution pursuant to § 13(1), any reference in these Terms and Conditions to the Issuer shall be a reference to the New Issuer.

For the avoidance of doubt this shall apply only to the extent that the meaning and purpose of the relevant condition requires that the relevant reference shall continue to be a reference only to Munich Reinsurance Company (i.e. in particular in relation to the solvency applicable to Munich Reinsurance Company and the group solvency of the Munich Re-Group, the Insolvency Event, the Compulsory Interest Payment Event, the Accounting Event, the Rating Event and § 5(2)), or that the reference shall be to the New Issuer and Munich Reinsurance Company, in relation to its obligations under the guarantee pursuant to § 13(1)(d), at the same time (Gross-Up Event, Tax Event, Regulatory Event, Accounting Event, Rating Event and Taxation).

In the event of a substitution any reference to the Federal Republic of Germany (except in § 14) shall be a reference to the New Issuer's country of domicile for tax purposes, unless sentence 2 provides otherwise.

(3) Notice and Effectiveness of Substitution.

Notice of any substitution of the Issuer shall be given by notice in accordance with § 11. Upon publication of such notice of substitution, the substitution shall become effective, and the Issuer and in the event of a repeated application of this § 13, any previous New

Neue Emittentin von ihren sämtlichen Verpflichtungen aus den Schuldverschreibungen frei. Im Fall einer solchen Schuldnerersetzung werden die Wertpapierbörsen informiert, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind.

- (4) Nach einer Ersetzung gemäß diesem § 13 kann jede Neue Emittentin mit Zustimmung der Münchener Rückversicherungs-Gesellschaft durch Bekanntmachung nach § 11 ohne Zustimmung der Anleihegläubiger die Ersetzung entsprechend rückgängig machen.

§ 14 Schlussbestimmungen

- (1) Anzuwendendes Recht.

Form und Inhalt der Schuldverschreibungen sowie alle sich daraus ergebenden Rechte und Pflichten bestimmen sich nach dem Recht der Bundesrepublik Deutschland.

- (2) Gerichtsstand.

Vorbehaltlich eines zwingend vorgeschriebenen Gerichtsstands für bestimmte Verfahren nach dem SchVG ist ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten, soweit gesetzlich zulässig, München, Bundesrepublik Deutschland. Die Emittentin verzichtet unwiderruflich darauf, gegenwärtig oder zukünftig gegen die Gerichte in München als Forum für Rechtsstreitigkeiten Einwände zu erheben, und versichert, keines der Gerichte in München als ungelegenes oder unangemessenes Forum zu bezeichnen.

- (3) Erfüllungsort.

Erfüllungsort ist München, Bundesrepublik Deutschland.

- (4) Geltendmachung von Rechten.

Jeder Anleihegläubiger 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 geltend zu machen gegen Vorlage:

- (i) einer Bescheinigung der Depotbank, die (A) den vollen Namen und die volle Anschrift des

Issuer shall be discharged from any and all obligations under the Bonds. In the case of such substitution, the stock exchange(s), if any, on which the Bonds are then listed at the initiative of the Issuer will be notified.

- (4) Following a substitution pursuant to this § 13 any New Issuer may, with the consent of Munich Reinsurance Company, after giving notice in accordance with § 11 and without the consent of the Bondholders, reverse the substitution.

§ 14 Final Provisions

- (1) Applicable Law.

The form and the content of the Bonds as well as all the rights and duties arising therefrom are governed by, and construed in accordance with, the laws of the Federal Republic of Germany.

- (2) Place of Jurisdiction.

Subject to any mandatory jurisdiction for specific proceedings under the SchVG, to the extent legally permissible, exclusive place of jurisdiction for all proceedings arising from matters provided for in these Terms and Conditions will be Munich, Federal Republic of Germany. The Issuer irrevocably waives any objection which they might now or hereafter have to the courts of Munich being nominated as the forum to hear and determine any proceedings and to settle any disputes and agrees not to claim that any of those courts is not a convenient or appropriate forum.

- (3) Place of Performance.

Place of performance will be Munich, Federal Republic of Germany.

- (4) Enforcement of Rights.

Any Bondholder may in any proceedings against the Issuer or to which the Bondholder and the Issuer are parties protect and enforce in his own name his rights arising under his Bonds on the basis of:

- (i) a certificate issued by his Custodian (A) stating the full name and address of the Bondholder, (B)

Anleihegläubigers bezeichnet, (B) den gesamten Nennbetrag von Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung den bei dieser Depotbank bestehenden Depots dieses Anleihegläubigers gutgeschrieben sind und (C) bestätigt, dass die Depotbank dem Clearingsystem und der Hauptzahlstelle eine schriftliche Mitteilung gemacht hat, die die Angaben gemäß (A) und (B) enthält und Bestätigungsvermerke des Clearingsystems sowie des betroffenen Kontoinhabers bei dem Clearingsystem trägt sowie

- (ii) einer von einem Vertretungsberechtigten des Clearingsystems oder der Hauptzahlstelle beglaubigten Ablichtung der Globalurkunde; oder
- (iii) eines anderen, in Rechtsstreitigkeiten in dem Land der Geltendmachung zulässigen Beweismittels.

§ 15 Sprache

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

specifying an aggregate principal amount of Bonds credited on the date of such statement to such Bondholder's securities account(s) maintained with his Custodian and (C) confirming that his Custodian has given a written notice to the Clearing System and the Principal Paying Agent containing the information specified in (A) and (B) and bearing acknowledgements of the Clearing System and the relevant account holder in the Clearing System and

- (ii) a copy of the Global Bond relating to the Bonds, certified as being a true copy by a duly authorised officer of the Clearing System or the Principal Paying Agent; or
- (iii) any other means of evidence permitted in legal proceedings in the country of enforcement.

§ 15 Language

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

USE OF PROCEEDS

The net proceeds from the issue and sale of the Bonds will amount to approximately € 992,550,000.

It is the Issuer's intention that an amount equivalent to the net proceeds of the Bonds will be used to finance or refinance, in whole or in part, existing and/or future Eligible Projects (as defined below) that meet the eligibility criteria defined in the Green Bond Framework and are financed by Munich Re either by equity participation or by debt instruments (excluding green bonds issued by other issuers). The Green Bond Framework is publicly available on the Issuer's website (<https://www.munichre.com>). For the avoidance of doubt, neither the Green Bond Framework nor the contents of the Issuer's website or any Second Party Opinion or any document related thereto are incorporated by reference into or form part of the Prospectus.

For equity participations, eligible investments also include investments by Munich Re in private, non-listed companies for which at least 90% of the turnover is attributable to projects that meet the eligibility criteria.

In the case of refinancing existing Eligible Projects, investments and expenditures which have been made within the 36-months period preceding the Issue Date shall be considered for inclusion as Eligible Projects.

"**Eligible Projects**" include projects or assets in the following eligible categories:

- Renewable energy
- Energy efficiency
- Clean transportation
- Green buildings
- Sustainable water and wastewater management
- Eco-efficient and/or circular economy
- Environmentally sustainable management of living natural resources and land use.

For the avoidance of doubt, the following activities are excluded:

- Energy production from oil, black coal, lignite and oil sands (including energy-efficient technologies that are inherently carbon-intensive and/or primarily driven/powered by oil and/or black coal)
- Sourcing of palm oil from non-certified sources
- Gambling
- Tobacco
- Alcohol
- Weapons

Munich Re's Investment Management department manages the allocation of an amount equivalent to the net proceeds of the Bonds to Eligible Projects using a portfolio approach. Munich Re strives to achieve a level of allocation to the portfolio of Eligible Projects that matches or exceeds the balance of net proceeds of the Bonds within 36 months from the Issue Date.

Pending full allocation of an amount equal to the net proceeds of the Bonds to Eligible Projects, the net proceeds not allocated to Eligible Projects will be allocated to temporary investments such as cash, cash equivalents and/or other liquid marketable investments (preferably green bonds issued by other issuers) in line with Munich Re's Responsible Investment Guideline and excluding investments covered by any of the exclusions mentioned above.

Munich Re commits to publish on its website an allocation and impact report one year after issuance of the Bonds and annually thereafter until full allocation of the net proceeds as well as in the event of any material changes of the allocation as long as the Bonds are outstanding.

Munich Re's Green Bond Framework is supported by the external reviews mentioned below.

Second Party Opinion

Munich Re has retained Sustainalytics to provide a Second Party Opinion on the Green Bond Framework to confirm alignment with the ICMA Green Bond Principles 2018. The document is available on the website of Munich Re (www.munichre.com).

Sustainalytics, a provider of environmental, social and governance (ESG) research and analysis, evaluated the Green Bond Framework and the alignment thereof with relevant market standards and provided views on the robustness and credibility of the Green Bond Framework which views are intended to inform investors in general, and not for a specific investor.

Post Issuance External Verification on Reporting

Munich Re intends to appoint an external reviewer to provide comfort on the use of net proceeds of the Bonds. The external reviewer will examine whether the net proceeds of the Bonds are allocated to Eligible Projects as defined in the Green Bond Framework. This review will be published alongside Munich Re's allocation reporting as stated above.

DESCRIPTION OF THE ISSUER AND MUNICH RE

General Information on the Issuer and Munich Re

Munich Re

Munich Reinsurance Company (the Issuer of the Bonds) together with its subsidiaries form Munich Re. Munich Reinsurance Company is the ultimate parent of Munich Re.

Name, Registered Seat (Sitz) and Object (Unternehmensgegenstand) of the Issuer

The Issuer, having its seat in Munich, is a stock corporation (*Aktiengesellschaft*) under German law and is registered in the commercial register (*Handelsregister*) at the Local Court of Munich under Docket No. HRB 42039 under the legal name of Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München. The registered office of the Issuer is at Königinstrasse 107, 80802 Munich, Germany (phone +49 (0) 89 38 91-0). The Legal Entity Identifier (LEI) of Munich Reinsurance Company is 529900MUF4C20K50JS49. The website of the Issuer is www.munichre.com. The Information on the website does not form part of this Prospectus unless that information is specifically incorporated by reference into this Prospectus.

According to Article 1(3) of the articles of association of the Issuer, the object of the Issuer is the provision of reinsurance in all classes of business, and the management of an international group of companies that does business in the fields of insurance, asset management, information technologies, and other financial, advisory and similar services (including the identification, analysis, assessment and transfer of risks). The Issuer is entitled to conduct all transactions and take all measures that are associated with the aforementioned activities or that appear directly or indirectly conducive to them.

According to Article 1(3) of the articles of association of the Issuer, the Issuer may pursue its object directly or indirectly through Group or affiliated companies (including joint ventures). It may restrict itself to part of the activities named in the aforementioned paragraph. The Issuer may establish branches in Germany and other countries, set up affiliated companies, acquire shareholdings in other companies, change their structures, merge them under uniform management or restrict itself to administering the shareholding, divest itself of shareholdings, and also conclude inter-company and cooperation agreements of all kinds.

The Issuer may directly or indirectly acquire, administer or divest itself of shareholdings in companies of all kinds for investment purposes.

Copies of the articles of association in German language are publicly available from the commercial register in Munich.

Fiscal Year

The fiscal year of the Issuer is the calendar year.

Term and Dissolution

Munich Reinsurance Company has been founded for an unlimited term and may be dissolved upon a resolution of the General Meeting requiring a majority of at least three quarters of the share capital represented at the time such resolution is adopted. The assets of Munich Reinsurance Company remaining after servicing all liabilities are distributed among the shareholders pro rata to their shareholding in Munich Reinsurance Company pursuant to the provisions of the German Stock Corporation Act (*Aktiengesetz*).

Statutory Auditors

Until 31 December 2019, the independent auditors of the Issuer were KPMG Bayerische Treuhandgesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft ("**KPMG**"), Ganghoferstrasse 29, 80339 Munich, Germany. KPMG is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer, Körperschaft des öffentlichen Rechts*), Berlin, Germany.

The audited annual consolidated financial statements (IFRS) of the Issuer for the year ended 31 December 2019 were audited by KPMG, as stated in their unqualified German language auditor's report (*Bestätigungsvermerk*) on the consolidated financial statements.

Against the background of the legally required rotation of auditors, a procedure for the selection of a new auditor was carried out in accordance with Art. 16(3), first subparagraph, of Regulation (EU) No. 537/2014 of the European Parliament and of the Council of 16 April 2014. At the proposal of the Audit Committee, the Supervisory Board of the Issuer selected Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft for the audit of the Issuer's financial statements and the Group's consolidated financial statements and the combined management report of Münchener Rückversicherungs-Gesellschaft, Aktiengesellschaft in München from the business year 2020.

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft ("EY"), Stuttgart, Munich office, Arnulfstrasse 59, 80636 Munich, Germany, was appointed for the first time as auditor of the Issuer's financial statements and the Group's consolidated financial statements of Munich Reinsurance Company for the financial year starting on 1 January 2020. EY is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer, Körperschaft des öffentlichen Rechts*), Berlin, Germany.

The consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2020 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) German Commercial Code (*Handelsgesetzbuch – "HGB"*), were audited, in accordance with Section 317 of the HGB and German generally accepted standards for financial statement audits promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer – "IDW"*), by EY, as stated in their unqualified German language independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) on the consolidated financial statements.

The unaudited German language condensed interim consolidated financial statements of the Issuer as of and for the period ended 30 June 2021, prepared in accordance with International Financial Reporting Standards on interim financial reporting as adopted by the EU, have been reviewed by EY in compliance with the German Generally Accepted Standards for the Review of Financial Statements promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer*) as stated in their German language review report (*Bescheinigung nach prüferischer Durchsicht*) on the unaudited condensed interim consolidated financial statements.

Share Capital

As of the date of this Prospectus, the issued share capital of the Issuer amounted to € 587,725,396.48, consisting of 140,098,931 ordinary registered no-par-value shares (*Stückaktien*). All shares are fully paid up and have the same voting rights.

The Issuer's Board of Management has resolved on 26 February 2020 to buy back shares in the Issuer for a maximum total purchase price of € 1 billion (excluding incidental expenses) in the period between 30 April 2020 and, at the latest, the Annual General Meeting of the Issuer on 28 April 2021.

Against the backdrop of COVID-19 developments, Munich Re announced on 31 March 2020 that it would discontinue the implementation of the 2020/2021 share buy-back programme until further notice. In light of the considerable ongoing uncertainty with respect to the macroeconomic development and the financial impact of COVID-19, the Issuer announced on 20 July 2020 the definitive decision not to implement its discontinued 2020/2021 share buy-back programme.

Shareholder Structure

The shareholder listed below informed the Issuer pursuant to § 33 et seqq. of the German Securities Trading Act (*Wertpapierhandelsgesetz – "WpHG"*) that a share of voting rights of over 3 per cent. in the Issuer is either held by it directly or indirectly or is attributed to it (including voting rights through instruments). The reported share of voting rights may have changed since the effective date of the notice or the effective date of the threshold crossing. The shareholder may have purchased or sold shares.

On the basis of the notification received by the Issuer as of the date of this Prospectus in accordance with the WpHG and pursuant to information provided by the shareholder, the following shareholder directly or indirectly holds more than 3 per cent. of the Issuer's ordinary shares (including voting rights through instruments):

Name	Total voting rights (directly and indirectly)
BlackRock, Inc., Wilmington, Delaware, United States of America	6.48 per cent.
The Capital Group Companies, Inc., Los Angeles, California, United States of America	3.03 per cent

The Issuer is not aware of any agreements which would lead to a change of control in the Issuer. Nor is the Issuer aware of any agreements which would lead to the Issuer being controlled by one or more shareholders either now or in the future.

History and Development of Munich Reinsurance Company

The Issuer was established in Munich in 1880 and was registered in the commercial register at the Local Court of Munich on 19 April 1880. From the beginning, the object of the company was the reinsurance in all classes of business. On 21 March 1888, the bank Merck, Finck & Co. launched the company on the stock exchange. Shortly after its establishment, the Issuer expanded its activities to foreign countries. In 1890 it established its London branch and in 1899 its branch in the United States. In the assessment of the Issuer, the Issuer has since developed into one of the leading reinsurance companies worldwide. In 1996, the Issuer took over American Re Corporation in order to expand its market position in the United States, and renamed it Munich Re America Corporation in 2006.

Munich Re is also active in the primary insurance business through its shareholdings. As a result of restructurings, since 1997, the primary insurance business of Munich Re has been conducted particularly through ERGO Group ("**ERGO**").

In 1999, Munich Re established MEAG MUNICH ERGO AssetManagement group of companies ("**MEAG**") for the purpose of optimising Munich Re's asset management operations.

In 2019, the object of the company in Article 1(3) of the articles of association of Munich Re was adjusted to take into account the changing economic conditions and to reflect modernisation and flexibility.

Group Structure and Business Overview

In the assessment of the Issuer, Munich Re is one of the world's leading risk carriers and provides both insurance and reinsurance under one roof. This enables Munich Re to cover large stretches of the value chain in the risk market. Almost all reinsurance units operate under the uniform brand of Munich Re. ERGO is active in nearly all lines of life, health and property-casualty insurance. The majority of Munich Re's investments worldwide are managed by MEAG, which also offers its expertise to private and institutional investors outside the Group.

Reinsurance

The reinsurance companies of Munich Re operate globally and virtually in all classes of business. They offer a full range of products, from traditional reinsurance to innovative solutions for risk assumption. The respective companies conduct their business from their respective headquarters and via a large number of branches, subsidiaries and affiliated companies. The reinsurance group also includes specialty primary insurers, whose business requires special competence in finding appropriate solutions.

ERGO

In ERGO, Munich Re combines all primary insurance activities. Some 69% of gross premiums written by ERGO in 2020 derive from Germany, and 31% from international business – mainly from central and eastern European countries. ERGO also operates in Asian markets, particularly in India and China.

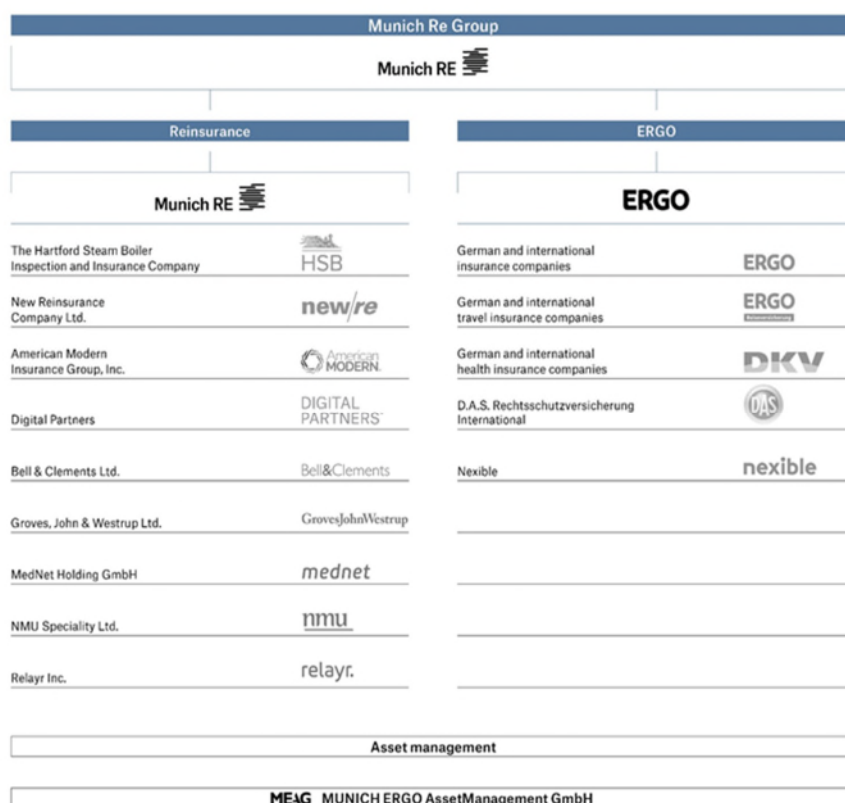
Group Structure

Munich Reinsurance Company and ERGO Group AG are under unified control within the meaning of the German Stock Corporation Act (*Aktiengesetz*). The relevant statutory regulations, control agreements and Group directives govern the distribution of responsibilities and competences for key decisions between Group management and ERGO.

Control and profit-transfer agreements are in place with many Group companies, especially between ERGO Group AG and its subsidiaries.

Significant Brands

A summary of significant brands within Munich Re can be found in the following chart:



Business Divisions and Key Markets

In the following, different business divisions within Munich Re and relevant key markets are described.

Reinsurance

In reinsurance, Munich Re operates in life, health and property-casualty business. Under reinsurance, specialised primary insurance activities that are handled by the reinsurance organisation and business from managing general agencies (MGAs) are also included. Organisationally, Munich Re has pooled worldwide activities covering the Internet of Things (IoT) into the new divisional unit Global IoT.

As reinsurers, Munich Re writes business in direct collaboration with primary insurers, but also via brokers and within the framework of strategic partnerships. In addition to traditional reinsurance business, Munich Re participates in insurance pools, public-private partnerships, business in specialist niche segments and also as a primary insurer. Munich Re also offers clients a wide range of special products, customised insurance solutions and services, which are managed from within Munich Re's reinsurance organisation.

Focus of life and health reinsurance operations

The international life and health reinsurance business of Munich Re is written in the "**Life and Health Division**". This division is split into three geographical regions and one international unit that develops specialised solutions for savings and annuity products. The focus of the division's business activities is on traditional reinsurance solutions that concentrate on the transfer of mortality risk. Moreover, Munich Re is active in the market for living benefits products. These include products such as occupational disability, long-term care and critical illness, which have seen increased demand. Munich Re also offers capacity for longevity risks.

Besides assuming underwriting risks, Munich Re supports its clients in developing new life insurance products. Moreover, Munich Re offers clients a wide range of increasingly digital services, from medical expertise to automated risk assessment and claims handling solutions.

Demand for reinsurance is also growing with regard to the capital market risks often embedded in savings products. Munich Re provides its clients with comprehensive advice on product design while offering hedging for embedded options and guarantees linked to the capital markets. The own exposure of Munich Re is transferred back to the capital markets.

In order to ensure proximity to its clients, Munich Re is represented in many markets with local subsidiaries and branches. The main portion of the life and health reinsurance business is written via the Canadian branch and the subsidiary in the United States. In Europe, Munich Re has operations in Germany, the United Kingdom, Spain and Italy. At the same time, Munich Re has a strong local presence in Australia and South Africa, and in all important growth markets in Latin America and Asia. Asian business is centrally managed by a dedicated branch in Singapore, which underlines the strategic importance of this region for life and health reinsurance.

The property-casualty reinsurance divisions

The property-casualty reinsurance business of Munich Re is operated by the following divisions:

"Global Clients and North America" handles the accounts with major international insurance groups, globally operating Lloyd's syndicates and Bermuda companies. It pools the know-how of Munich Re in the North American market and is responsible for its property-casualty subsidiaries in this region, as well as international special lines business such as marine, aviation and space, and global large-risk business, which are pooled in a Facultative & Corporate unit.

The three major US-based subsidiaries are Munich Reinsurance America, Inc. ("**Munich Re, US**"), The Hartford Steam Boiler Inspection and Insurance Company ("**HSB**") and American Modern Insurance Group, Inc. ("**American Modern**"). Munich Re, US writes property-casualty reinsurance business and niche primary insurance business. The primary insurers HSB and American Modern specialise in products for which client proximity and – like in reinsurance – risk understanding is paramount. Moreover, Munich Re has pooled the activities of various specialty insurers in commercial primary insurance business in the North American market within Munich Re Specialty Insurance to better tap into the business potential in this market segment. The market presence is also supported by Munich Re Specialty Group, a provider of marine insurance and insurance solutions for the energy industry.

The "**Europe and Latin America Division**" is responsible for property-casualty business with clients from Europe, Latin America and the Caribbean. Business Units – for example, in London, Madrid, Paris and Milan – afford Munich Re market proximity and regional competence. In the South American markets, the Brazilian subsidiary Munich Re do Brasil Resseguradora S.A. and the liaison office in Bogotá help to ensure client proximity. The division also includes the divisional unit Financial Risks. Great Lakes Insurance SE, which has its headquarters in Munich and a large branch office in London, is also assigned to this division. Munich Re pools a significant share of its Group-wide business activities in

the United Kingdom in these units. Munich Re is prepared for the consequences of the United Kingdom's exit from the European Union.

The "**Asia Pacific and Africa Division**" conducts property-casualty reinsurance business with clients in Africa, Asia, Australia, New Zealand and the Pacific Islands. Branches in Mumbai, Beijing, Seoul, Singapore, Sydney and Tokyo, along with liaison offices in Bangkok and Taipei, allow Munich Re to take full advantage of the business opportunities in the rapidly growing Asia-Pacific insurance market. In the African market, Munich Re is represented by its subsidiary Munich Reinsurance Company of Africa Ltd., headquartered in Johannesburg, and by other liaison offices.

ERGO

Munich Re's second pillar is primary insurance business.

Operating under the umbrella of ERGO are four separate units: ERGO Deutschland AG, ERGO International AG, ERGO Digital Ventures AG and ERGO Technology & Services Management AG. German business is concentrated in ERGO Deutschland AG. ERGO International AG manages international business. ERGO Digital Ventures AG is responsible for digitalisation, while ERGO Technology & Service Management AG is increasingly managing all of the technology activities.

Via ERGO, Munich Re offers products in all the main classes of insurance: life insurance, health insurance and in nearly all lines of property-casualty insurance, including travel insurance and legal protection insurance. With these products – in combination with the provision of assistance, other services and individual consultancy – Munich Re covers the needs of retail and corporate clients.

With ERGO Versicherung AG, the primary insurance arm of Munich Re is one of Germany's largest providers of property and legal protection insurance. ERGO Vorsorge Lebensversicherung AG is ERGO's life insurer for capital-market-linked and biometric products. It offers solutions for all three types of old-age provision, mainly based on innovative and flexible unit-linked insurance products. ERGO Lebensversicherung AG and Victoria Lebensversicherung AG are responsible for running off the traditional life insurance portfolio of Munich Re. DKV Deutsche Krankenversicherung AG ("**DKV**") offers a full portfolio of comprehensive private health insurance, products designed to supplement statutory health cover, and company health insurance. ERGO's health insurance offering focuses on products that supplement statutory health insurance, especially supplementary dental plans. The specialist travel insurer ERGO Reiseversicherung AG is a market leader internationally as well as in Germany.

In Germany, ERGO's tied agents (agency sales) and ERGO Pro (structured sales force) are bundled under one roof in the sales company ERGO Beratung und Vertrieb AG. Direct sales in Germany are managed by ERGO Direkt AG. All of ERGO's German sales organisations were developed further in 2020 – in particular with regard to digitalisation and implementation of the new "hybrid customer" business model. Today's clients are the focus of the new business model; they can choose from an essentially identical range of products via all online and offline channels. ERGO is thus making integrated use of various channels – such as face-to-face consultation, internet, online chat, email, telephone or even video consultation – to leverage new potential. ERGO Digital Ventures AG is responsible for digital transformation. It provides support via innovative sales strategies, manages the fully digital player nexible, and is setting up automated technologies such as artificial intelligence and robotics. ERGO Digital Ventures AG is also responsible for further developing international legal protection and ERGO Reiseversicherung AG's business and driving ahead their digitalisation. ERGO Mobility Solutions, seeks to establish partnerships and alliances with vehicle manufacturers, dealerships and mobility service providers.

ERGO Technology & Services Management AG is the dedicated arm of ERGO Group AG in charge of managing the provision of digital platforms, solutions and services. It has a global remit and supports ERGO in designing optimum insurance products and fostering the most effective customer channels. It consists of ITERGO GmbH in Germany and ERGO Technology & Services S.A. in Poland. The latter was established in January 2021 by integrating ERGO Digital IT GmbH and Atena S.A., thus combining the strengths and capabilities of both organisations in a single entity.

In Europe, ERGO is concentrating mainly on expanding its market presence in Poland, the Baltic States, Greece, Spain, Austria and Belgium.

In Asia, ERGO is represented through joint ventures in the rapidly growing markets of India and China. In India, ERGO is well positioned in property-casualty and health insurance. In China, ERGO China Life – a joint venture with the state-owned financial investor SSAIH – is tapping into the potential of the major provinces of Shandong, Jiangsu and Hebei.

Selected Key Figures of Reportable Segments

The subsequent charts show key figures of reportable segments of Munich Re and a reconciliation to Group figures.

Reinsurance: Life and Health						
	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2021	2020	2020	2019 ⁽¹⁾
(amounts in € million)			(unaudited)		(audited)	
Gross premiums written	6,202	6,411	3,144	3,332	12,707	11,716
Technical result	5	21	9	7	-78	365
Non-technical result	178	96	69	44	303	484
thereof: investment result	411	400	166	174	846	1,097
Other ⁽²⁾	-39	-51	15	8	-102	-144
Consolidated result	145	67	93	59	123	706

Reinsurance: Property-Casualty						
	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2021	2020	2020	2019 ⁽¹⁾
(amounts in € million)			(unaudited)		(audited)	
Gross premiums written	13,486	11,680	7,155	5,524	24,615	22,091
Technical result	1,110	217	845	291	-171	1,157
Non-technical result	538	428	351	122	931	607
thereof: investment result	1,043	1,188	621	485	2,347	2,220
Other ⁽²⁾	-432	-157	-337	-66	-188	-202
Consolidated result	1,217	488	858	348	571	1,562

ERGO: Life and Health Germany						
	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020 ⁽³⁾	2021	2020 ⁽³⁾	2020	2019 ^(1,3)
(amounts in € million)			(unaudited)		(audited)	
Gross premiums written	4,569	4,464	2,304	2,149	9,030	9,238
Technical result	188	46	72	-36	353	287
Non-technical result	30	89	11	182	95	102
thereof: investment result	1,863	1,757	964	917	3,605	3,916
Other ⁽²⁾	-92	-66	-50	-82	-318	-203
Consolidated result	126	69	33	63	130	187

ERGO: Property-Casualty Germany						
	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2021	2020	2020	2019 ⁽¹⁾
(amounts in € million)			(unaudited)		(audited)	
Gross premiums written	2,341	2,135	805	696	3,677	3,500
Technical result	121	145	70	85	294	303
Non-technical result	42	-20	55	-16	-39	-91

<i>thereof: investment result</i>	140	93	110	42	175	157
Other⁽²⁾	-57	-54	-44	-19	-98	-64
Consolidated result	106	71	81	50	157	148

ERGO: International						
	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2021	2020	2020	2019 ⁽¹⁾
<i>(amounts in € million)</i>	<i>(unaudited)</i>				<i>(audited)</i>	
Gross premiums written	2,596	2,422	1,234	1,126	4,861	4,912
Technical result	129	111	78	75	202	171
Non-technical result	10	19	-6	0	96	45
<i>thereof: investment result</i>	167	179	72	79	425	430
Other⁽²⁾	-37	-25	-31	-16	-69	-111
Consolidated result	102	105	41	59	230	105

Munich Re Total						
	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020 ⁽³⁾	2021	2020 ⁽³⁾	2020	2019 ^(1,3)
<i>(amounts in € million)</i>	<i>(unaudited)</i>				<i>(audited)</i>	
Gross premiums written	29,193	27,112	14,642	12,827	54,890	51,457
Technical result	1,554	540	1,074	423	600	2,283
Non-technical result	798	613	481	333	1,386	1,147
<i>thereof: investment result</i>	3,624	3,617	1,933	1,697	7,398	7,822
Other⁽²⁾	-657	-353	-448	-176	-775	-723
Consolidated result	1,695	800	1,106	579	1,211	2,707

- (1) In 2020, Munich Re made some amendments to the way it accounts for project costs, innovation costs and Finance Division costs, in particular in order to show ongoing and one-time expenditure in a more transparent and consistent way. This resulted in reclassifications in the consolidated income statement and segment income statement and in an adjustment of the previous year's figures 2019 in line with IAS 1.41. The change had no impact on the result.
- (2) Other contains the line items other non-operating result, currency result, net finance costs and taxes on income, each as shown in the Issuer's segment reporting.
- (3) The calculation of income from technical interest in the ERGO Life Germany division was developed further. The previous year's figures 2019 as well as the six-month period and three-month period figures ending June 30, 2020 were adjusted. The change had no impact on the result.

The following illustration shows gross premiums written broken down into different regions, giving a closer understanding of the key markets of Munich Re.

	Six-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2020	2019
Gross premiums written				
<i>(amounts in € million)</i>	<i>(unaudited)</i>		<i>(audited)</i>	
Europe	15,710	14,845	29,080	27,637
North America	8,473	7,366	15,440	14,482
Asia and Australasia	3,301	3,199	6,952	6,029
Africa, Middle East	948	972	1,940	1,824
Latin America	761	729	1,477	1,486
Total	29,193	27,112	54,890	51,457

Sustainability

A core guiding principle for Munich Re is to act in a farsighted and responsible manner. Munich Re has based its Group-wide corporate responsibility strategy on the shared value approach, which means that the Group strives for its business operations to add both economic and societal value. Dealing with the consequences of climate change and increasing digitalisation, and strengthening risk awareness, constitute Munich Re's main objectives in this regard. With its "Ambition 2025" strategy, which was adopted in December 2020, Munich Re aims to strengthen its corporate responsibility strategy even further, and put a high priority on environmental, social and governance (ESG) criteria. This ambition is also reflected in the ESG governance structure, comprising an ESG Committee on board level, an ESG

Management Team and an ESG Investment Committee. Furthermore, the new remuneration system of the board of management will have a stronger focus on ESG topics with ESG criteria for variable remuneration.

For more than 40 years, Munich Re has been addressing the issue of climate change, its effects on the insurance industry, and the resulting risks and opportunities. Munich Re began pointing to the effects of climate change very early, and has been participating in international climate conferences, and supporting international climate goals since the start. For climate-related disclosure Munich Re aligned its voluntary corporate responsibility reporting to the recommendations of the "Task Force on Climate-related Financial Disclosure (TCFD)". The Group wants to act as a role model on the topic of climate protection and contribute to the Paris climate goals of keeping global warming well below 2°C, and thus limiting the effects of climate change. Munich Re believes that a key contribution in fighting the effects of climate change is helping new technologies break into the market for a low-carbon future – whether it be in power generation, transport, energy storage or industrial production. The Group offers insurance solutions in which it assumes a portion of the often very specific risks of such new technologies.

Furthermore, as part of its "Ambition 2025", Munich Re has adopted a broad climate protection programme featuring ambitious climate protection targets for its investments, the insurance business and its operations: The Board of Management of Munich Re decided to join the "Net-Zero Asset Owner Alliance". Munich Re has thus announced, together with other investors, to push to meet the Paris climate targets and to successively bring its investment portfolio to net zero emissions by 2050. In a first step, Munich Re aims to reduce net greenhouse gas emissions in the Group's investment portfolio of direct investments in listed equities, corporates and real estate by 25%–29% between now and 2025, before a further reduction down to net zero by 2050. For these asset classes, Munich Re has set specific sector targets for thermal coal (reduction of 35% CO₂e) and oil and gas (25% CO₂e) by 2025, along with the aim of a full exit of thermal coal by 2040. Munich Re has already stopped investing directly in equity or bonds of companies that generate more than 30% of their earnings from thermal coal as well as in companies that generate more than 10% of their earnings from oil sand extraction.

In primary insurance and in direct and facultative (re)insurance business, Munich Re targets to significantly lower its carbon emissions in connection with fossil fuels, and to implement a detailed climate strategy to this effect. Furthermore, Munich Re founded the UN convened Net-Zero Insurance Alliance this year together with other insurers. As of 2040, Munich Re aims to have phased out any direct and facultative reinsurance as well as primary insurance business in connection with thermal coal (mines or power plants). Munich Re expects that the ensuing attributable carbon emissions will already be substantially reduced as of 2022, and by 2025 they will be 35% lower than in the base year of 2019. In the oil and gas mining and production sector, the Group targets to lower the emissions attributable to its direct and facultative reinsurance as well as primary insurance business by 5% by 2025, and to net zero by 2050.

Furthermore, "Ambition 2025" includes a new ambitious target of reducing carbon emissions and exclusively using green electricity in Munich Re's own operations by 2025. Another long-term goal is to achieve net zero emissions for the Group's operational emissions by 2030. To achieve this goal, Munich Re aims to successively offset the Group's remaining operational carbon emissions by financing projects that remove carbon from the atmosphere. Since 2009, Munich Re has significantly reduced the Group's emissions by lowering its energy, water and paper use, waste and business travel as much as possible, and also by purchasing green electricity where possible. The Group will then neutralise any remaining, unavoidable carbon emissions by purchasing carbon certificates from projects that meet high quality standards.

In addition to the climate-related goals of its "Ambition 2025", Munich Re has also set targets to increase the share of women in management positions and aims to be an "Employer of choice". Munich Re revamped its global performance management with "Continuous Conversations", focussing on commitment, multi-directional feedback and development.

In addition to the goals under "Ambition 2025", Munich Re believes that its voluntary commitments to covenants such as the "Ten Principles of the United Nations Global Compact", the "Principles for Responsible Investment (PRI)", and the "Principles for Sustainable Insurance (PSI)" constitute the pillars of the Group's actions.

Investment Portfolio

The following tables provide information on the investment portfolio of Munich Re.

Overall Portfolio ⁽¹⁾

	As of 30 June 2021		As of 31 December 2020	
	(amounts in € million)	(% of total portfolio)	(amounts in € million)	(% of total portfolio)
(unaudited)				
Land and buildings, including buildings on third-party land	12,186	4.9%	12,131	4.8%
Fixed-interest securities	136,460	54.5%	139,667	55.3%
Shares, equity funds and participating interests	20,397	8.1%	16,198	6.4%
Loans	60,068	24.0%	64,722	25.6%
Miscellaneous	21,486	8.6%	20,072	7.9%
Total Portfolio	250,597	100%	252,789	100%

(1) Figures based on fair values.

Fixed-Interest Securities by economic category

	As of 30 June 2021	As of 31 December 2020
	(% of total portfolio)	(% of total portfolio)
(unaudited)		
Government Bonds	65%	64%
Corporate Bonds	19%	19%
Pfandbriefe / Covered Bonds	9%	10%
Structured products (credit structures)	4%	4%
Bank Bonds	3%	3%
Cash positions / Other	0%	1%
Total Fixed-Interest Securities Portfolio	100%	100%

Loans Portfolio by economic category

	As of 30 June 2021	As of 31 December 2020
	(% of total portfolio)	(% of total portfolio)
(unaudited)		
Government Bonds	41%	43%
Pfandbriefe / Covered Bonds	38%	38%
Policy and mortgage loans	14%	13%
Corporate Bonds	6%	5%
Bank Bonds	1%	1%
Total Loans Portfolio	100%	100%

Miscellaneous Portfolio

	As of 30 June 2021		As of 31 December 2020	
	(amounts in € million)	(% of total portfolio)	(amounts in € million)	(% of total portfolio)
(unaudited)				
Derivatives ⁽¹⁾	1,298	6.0%	1,402	7.0%
Investment funds ⁽²⁾	2,126	9.9%	2,059	10.3%
Bank deposits	3,343	15.6%	3,441	17.1%
Deposits on reinsurance	8,537	39.7%	7,980	39.8%
Other	6,182	28.8%	5,190	25.9%
Total Miscellaneous Portfolio	21,486	100%	20,072	100%

(1) Non-fixed derivatives

(2) Property and bond funds

Fixed-Interest Portfolio by economic category ⁽¹⁾

	As of 30 June 2021	As of 31 December 2020
	<i>(% of total portfolio, unless stated otherwise)</i>	
	<i>(unaudited)</i>	
Government Bonds ⁽²⁾	55%	55%
Pfandbriefe / Covered bonds	17%	18%
Corporate Bonds	14%	14%
Cash positions / Other	5%	5%
Policy and mortgage loans	4%	4%
Structured products (credit structures)	2%	2%
Bank Bonds	2%	2%
Total Fixed-Interest Portfolio	100%	100%
Total Fixed-Interest Portfolio in €	207 billion	215 billion

(1) Presentation essentially shows fixed-interest securities and loans, including deposits and cash at banks, at fair value.

(2) Including other public-sector issuers and government-guaranteed bank bonds.

The following tables provide further detailed information on the fixed-income portfolio of Munich Re:

Rating Structure Fixed-Income Portfolio

	As of 30 June 2021	As of 31 December 2020
Rating	<i>(% of total portfolio)</i>	
	<i>(unaudited)</i>	
AAA	41%	41%
AA	23%	24%
A	12%	12%
BBB	13%	13%
BB or lower	5%	4%
NR	5%	5%
Total	100%	100%

Maturity Structure Fixed-Income Portfolio

	As of 30 June 2021	As of 31 December 2020
Maturity	<i>(% of total portfolio)</i>	
	<i>(unaudited)</i>	
0-1 years	9%	9%
1-3 years	14%	13%
3-5 years	15%	14%
5-7 years	12%	12%
7-10 years	13%	13%
>10 years	34%	35%
n.a.	3%	3%
Total	100%	100%

Regional Breakdown of Fixed-Income Portfolio

	As of 30 June 2021			As of 31 December 2020
	Without Policyholder	With Participation	Total	Total
<i>(% of total portfolio)</i>				
<i>(unaudited)</i>				
Germany	5.0%	19.8%	24.8%	25.9%
United States	14.6%	2.1%	16.7%	15.7%
France	2.0%	4.9%	6.9%	7.2%
Canada	4.3%	0.7%	5.0%	4.9%
UK	2.7%	1.9%	4.5%	4.6%
Netherlands	1.4%	2.8%	4.2%	4.5%
Australia	3.2%	0.7%	3.9%	3.5%
Supranationals	0.7%	2.8%	3.5%	3.7%
Spain	0.8%	2.0%	2.8%	2.8%
Ireland	0.8%	1.8%	2.6%	2.4%
Austria	0.5%	2.0%	2.5%	2.6%
Belgium	0.6%	1.7%	2.3%	2.5%
Poland	1.3%	0.4%	1.7%	1.8%
Italy	0.6%	0.8%	1.4%	1.3%
Luxembourg	0.4%	1.0%	1.4%	1.5%
Other	7.3%	8.4%	15.7%	15.2%
Total	46.2%	53.8%	100%	100%

Investments

In addition to the regular portfolio managing process, Munich Re entered into the following significant transactions since 31 December 2020:

In the first quarter 2021, the transaction to sell DAS Legal Protection Inc., Toronto, and MEAG Pacific Star Holding Ltd., Hong Kong, was completed.

In the second quarter 2021, the transaction to sell T-Solar Global Operating Assets S. L., Madrid, was completed.

On 17 March 2021, Munich Re acquired an additional 60% of the voting shares in GHGH Holdings Inc., Surrey (GroupHEALTH). Munich Re thereby increased its total shareholding to 100% and obtained control over GroupHEALTH and its owned subsidiaries. GroupHEALTH operates as a third-party administrator (TPA) and distributor of group insurance policies, group insurance broker services, group pension management services and disability management services. As one of the largest third-party group insurance administrators in Canada, GroupHEALTH delivers innovative plan designs and administration solutions to Canadian businesses. The purchase price for the 60% of the shares amounted to €125 million.

In the first quarter 2021 three subsidiaries in the Netherlands, DAS Holding N.V., Amsterdam, DAS Legal Finance B.V., Amsterdam and DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V., Amsterdam, were classified as held for sale. This classification did not result in any material value adjustments. The sale of the entities is expected to occur within one year.

Regulatory Capital Adequacy

The capital requirements, as well as the definition and calculation of eligible capital, are governed by the Solvency II rules that came into force on 1 January 2016. The Issuer's and Munich Re-Group's own funds as well as the capital requirements are since then based on the market value balance sheet approach as the major economic principle of the Solvency II rules.

Munich Re reports Solvency II regulatory capitalisation both excluding and including transitional measures for technical provisions. For the Bonds the relevant Solvency II regulatory capitalisation measures, for example for the determination of whether a Solvency Capital Event has occurred, are those that include the transitional measures for technical provisions.

Munich Re-Group: Solvency II Regulatory Capitalisation

Eligible own funds excluding the application of transitional measures for technical provisions

	As of 31 December	
	2020	2019
<i>(amounts in € million unless stated otherwise)</i>	<i>(unaudited)</i>	
Eligible own funds ⁽¹⁾	39,919	41,544
Solvency capital requirement (SCR)	19,180	17,531
Solvency II ratio (in percent)	208%	237%
Eligible own funds to meet the minimum consolidated group SCR	36,864	39,811
Minimum consolidated Group SCR	14,858	13,582
Ratio of Eligible own funds to Minimum Consolidated Group SCR	248%	293%

Eligible own funds including the application of transitional measures for technical provisions

	As of 31 December	
	2020	2019
<i>(amounts in € million unless stated otherwise)</i>	<i>(unaudited)</i>	
Eligible own funds ⁽¹⁾	46,093	48,085
Solvency capital requirement (SCR)	19,180	17,531
Solvency II ratio (in percent)	240%	274%
Eligible own funds to meet the minimum consolidated group SCR	43,059	46,363
Minimum consolidated Group SCR	14,858	13,582
Ratio of Eligible own funds to Minimum Consolidated Group SCR	290%	341%

(1) Total eligible own funds to meet the group SCR (including own funds from other financial sector and from the undertakings included via D&A)

Munich Reinsurance Company: Solvency II Regulatory Capitalisation

Eligible own funds excluding the application of transitional measures for technical provisions

	As of 31 December	
	2020	2019
<i>(amounts in € million unless stated otherwise)</i>	<i>(unaudited)</i>	
Eligible own funds	40,251	41,887
Solvency capital requirement	19,180	17,531
Solvency II ratio (in percent)	210%	239%
Eligible own funds to meet the Minimum Capital Requirement	36,743	39,396
Minimum Capital Requirement	8,631	7,889
Ratio of Eligible own funds to Minimum Capital Requirement	426%	499%

Eligible own funds including the application of transitional measures for technical provisions

	As of 31 December	
	2020	2019
<i>(amounts in € million unless stated otherwise)</i>	<i>(unaudited)</i>	
Eligible own funds	46,426	48,428
Solvency capital requirement	19,180	17,531
Solvency II ratio (in percent)	242%	276%
Eligible own funds to meet the Minimum Capital Requirement	42,938	45,948
Minimum Capital Requirement	8,631	7,889
Ratio of Eligible own funds to Minimum Capital Requirement	497%	582%

In the following, main effects leading to the values indicated in the tables above are described for Munich Re-Group. As Munich Reinsurance Company serves as ultimate parent company, the changes in the figures of Munich Reinsurance Company result quite predominantly from the same effects.

Changes from 1 January to 31 December 2020

Eligible own funds ("**EOF**") decreased by € 1,625 million from 31 December 2019 to 31 December 2020. Negative economic earnings of –€ 2,230 million accompanied by negative opening adjustments of –€ 191 million were the main driver. Capital measures increased EOF by € 878 million (foreseeable dividend for financial year 2020 –€ 1,373 million, issuance of subordinated bond € 1,250 million, withdrawal of share buy-back programme 2020/21 € 1,000 million). The change of other own fund items amounted to –€ 82 million.

The economic earnings for 2020 were influenced by a positive operating impact (€ 2,061 million), driven by positive new business contribution and positive expected in-force contribution compensating for negative operating variances of in-force business. Market variances were negative (–€ 2,856 million) resulting from the devaluation of foreign currencies against the Euro, negative impacts from equity markets, widening credit spreads and adverse effects from inflation. Additionally, other economic earnings items consisting of various minor negative non-operating items in all segments and tax expenses on operating impact and market variances contributed to overall negative economic earnings.

The solvency capital requirement increased by € 1,649 million in 2020. This development was mainly driven by higher market risk following the decline of interest rates and higher risk charges for financial risk as well as higher underwriting risk driven by business growth.

In consequence, the Solvency II ratio of Munich Re-Group as of 31 December 2020 excluding transitional on technical provisions declined to 208%.

The Solvency II ratio of Munich Re-Group as of 31 December 2020, submitted to the supervisory authority, including transitional on technical provisions declined to 240%.

Changes from 1 January to 30 June 2021:

EOF increased in the period due to high positive economic earnings driven by strong operating performance along with positive market variances. The redemption of a subordinated bond (€°1,000 million) reduced EOF in the second quarter 2021.

The solvency capital requirement ("**SCR**") increased in the period, mainly driven by business growth in the main natural catastrophe ("**NatCat**") scenarios and an increase of investment SCR.

Hence, the Solvency II ratio of Munich Re-Group as of 30 June 2021 excluding transitional on technical provisions increased to 225%, exceeding the upper end of the optimal range of Munich Re-Group slightly.

The Solvency II ratio of Munich Re-Group as of 30 June 2021, submitted to the supervisory authority, including transitional on technical provisions, increased to 253%.

Composition of Own Funds

The solvency balance sheet prepared in accordance with Solvency II is used to determine the excess of the Munich Re-Group's assets over its liabilities, with both assets and liabilities largely being measured at fair value. This surplus is the key element of eligible own funds. Other components mainly comprise eligible subordinated liabilities, which need to be added to the calculation, and foreseeable dividends, distributions and own shares, which need to be deducted. Own funds items leading to restrictions in eligibility, such as surplus funds, must also be deducted.

The general conceptual composition of own funds for 30 June 2021 is comparable to 31 December 2020 (presented below).

Changes of individual items relate in particular to IFRS equity, valuation adjustments, subordinated liabilities as well as foreseeable dividends, distributions and own shares, which decrease during the year as capital is repatriated.

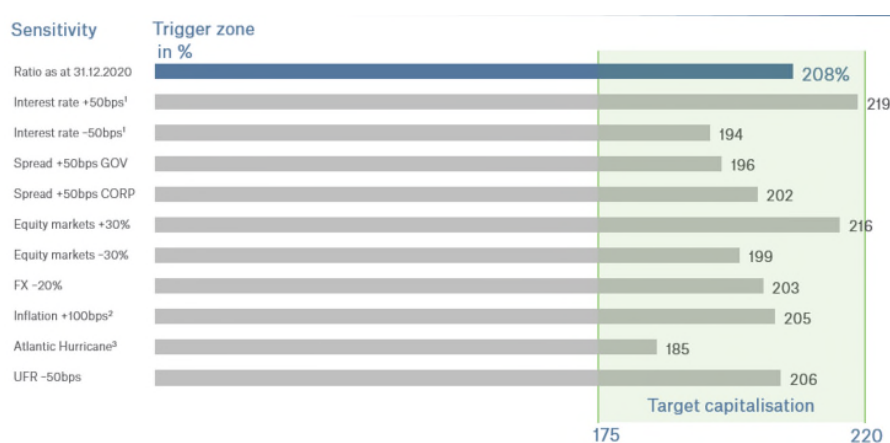


- (1) Foreseeable distributions from foreseeable dividends (–€ 1.4 billion)
- (2) Deduction of non-available own funds items of (–€ 0.6 billion) (e.g. non-available surplus funds) and deduction of own funds from participations in other financial sectors (–€ 0.2 billion).
- (3) Own funds for other financial sectors (€ 0.2 billion; financial, credit institutions and investment firms and institutions for occupational retirement provision).

Sensitivity

Munich Re regularly determines how sensitively the basic own funds, the solvency capital requirement and ultimately also the solvency ratio react to strong changes in specific capital market parameters and in other defined stress scenarios. The impact of selected scenarios on the solvency ratio of the Munich Re-Group are shown in the following chart.

Solvency II ratio - Sensitivity



- (1) Parallel shift until last liquid point, extrapolation to unchanged Ultimate Forward Rate.
- (2) Based on CPI inflation.
- (3) Based on 200-year event.

While Munich Re takes into account the volatility adjustment to the risk-free interest-rate curve both in the basic case and the scenarios depicted, transitional measures are not taken into account. The Atlantic Hurricane scenario corresponds to a 1-in-200-year event. The ultimate forward rate is not adjusted for the risk-free interest rate scenarios. In the UFR -50bps scenario, the ultimate forward rate is reduced by 50 basis points given an unchanged term for the beginning of the extrapolation period.

For all evaluated sensitivities, Munich Re's capitalisation at Group level remains comfortably within the target corridor. In similar analyses for Munich Reinsurance Company, the solvency ratios for the individual scenarios are about 35 percentage points higher. This difference is mainly due to the transitional measures applied at individual related undertakings. In calculating own funds for Munich Reinsurance Company, the respective adjustments by related undertakings for long-term guarantees are taken into account in the valuation of shareholdings.

Composition of Solvency Capital Requirement

The following tables "Solvency Capital Requirements (SCR)" show the solvency capital requirement for Munich Re-Group and its risk categories as at 31 December 2020. At Munich Re-Group level, the SCR increased by 9.4% to € 19.2 billion, compared with € 17.5 billion as at 31 December of the previous year. This rise is attributable to increases in all risk categories. The SCR increase in the property-casualty category is mainly a consequence of further growth in business with natural hazard exposure in line with the business strategy of Munich Re. The SCR in life and health increased, mainly due to the fall in interest rates worldwide and to business growth in life reinsurance. The market risk SCR at Munich Re-Group level increased owing to opposite effects in both fields of business and a lower diversification. The market risk for the reinsurance field of business decreased appreciably owing to the lower currency and equity risk, whereas the market risk in the ERGO field of business was up, mainly owing to lower interest rates. The credit risk SCR increased largely owing to the fall in interest rates, which led to a rise in the market values of fixed-interest securities and, in the ERGO field of business, to a reduction in loss-absorbing funds, as a result of which there was an increase in the remaining credit risks. The composition of solvency capital requirement for 30 June 2021 is comparable to the following:

Solvency Capital Requirements (SCR)

	Reinsurance		ERGO		Diversification	
	31 December		31 December		31 December	
	2020	2019	2020	2019	2020	2019
<i>(amounts in € million)</i>			<i>(unaudited)</i>			
Property-casualty	9,306	8,774	559	434	-452	-375
Life and health	6,082	5,525	1,332	1,215	-418	-380
Market	5,617	6,257	6,635	5,975	-1,522	-2,152
Credit	2,762	2,500	2,614	1,867	-167	-161
Operational risk	796	706	648	565	-259	-220
Other ⁽¹⁾	466	435	313	235		
Subtotal	25,029	24,197	12,102	10,291		
Diversification effect	-9,283	-8,836	-1,235	-1,158		
Tax	-2,989	-2,793	-902	-787		
Total SCR	12,758	12,568	9,965	8,347	-3,543	-3,383

	Munich Re-Group			
	31 December		Change 2019 to 2020	
	2020	2019	in € million	in per cent.
<i>(amounts in € million, unless stated otherwise)</i>			<i>(unaudited)</i>	
Property-casualty	9,413	8,833	580	6.6
Life and health	6,996	6,359	637	10.0
Market	10,730	10,080	650	6.4
Credit	5,210	4,206	1,004	23.9
Operational risk	1,186	1,051	135	12.8
Other ⁽¹⁾	779	670	109	16.3
Subtotal	34,314	31,199	3,115	10.0
Diversification effect	-11,737	-10,681	-1,056	-9.9
Tax	-3,396	-2,987	-409	-13.7
Total SCR	19,180	17,531	1,649	9.4

(1) Capital requirements for other financial sectors, e.g. institutions for occupational retirement provision.

IFRS Equity and Capital Structure

The following table outlines the development of the IFRS equity of Munich Re since 31 December 2020

IFRS Equity Munich Re

<i>(amounts in € million)</i>	<i>(unaudited, unless otherwise specified)</i>
Equity as of 31 December 2020 ⁽¹⁾	29,994
Consolidated result	1,695
Changes:	
Dividend ⁽²⁾	-1,373
Unrealised gains and losses on investments	-1,262
Currency translation	528
Purchase of own shares	0
Other ⁽³⁾	338
Equity as of 30 June 2021	29,920

(1) Audited.

(2) Dividend for Munich Reinsurance Company ("Equity attributable to Munich Reinsurance Company equity holders" of Group statement of changes in equity excluding non-controlling interests).

(3) Sum of "Change resulting from equity measurement method", "Change resulting from cash flow hedges", "Remeasurement of defined benefit plans", "Other changes", "Change in shareholdings in subsidiaries", "Change in consolidated group", "Retirement of own shares" and "Dividend – Non-controlling interests", each as presented in the Group statement of changes in equity.

The following table outlines the capital structure of Munich Re:

Capital Structure

	As of 30 June 2021	As of 31 December	
<i>(amounts in € billion, unless stated otherwise)</i>	<i>(unaudited)</i>	2020	2019
		<i>(audited, unless otherwise specified)</i>	
Bonds and notes issued	0.3	0.3	0.3
Subordinated liabilities	4.0	5.0	3.8
Equity	29.9	30.0	30.6
Debt leverage (in per cent.) ⁽¹⁾	12.4	15.1 ⁽²⁾	12.0 ⁽²⁾

(1) Calculated as "Strategic Debt" (bonds and notes issued plus subordinated liabilities) divided by total capital (Strategic Debt plus equity).

(2) Unaudited

Ratings

As of the date of this Prospectus, the Insurance Financial Strength Rating ("**IFSR**") assigned by A.M. Best (EU) Rating Services B.V. ("**A.M. Best**") to Munich Reinsurance Company is "A+" (stable outlook), the IFSR assigned by Fitch Ratings Ireland Limited ("**Fitch**") is "AA" (stable outlook), the IFSR assigned by Moody's Deutschland GmbH ("**Moody's**") is "Aa3" (stable outlook) and the IFSR assigned by S&P Global Ratings Europe Ltd. ("**S&P Global Ratings**") is "AA-" (stable outlook).¹

¹ A.M. Best, Fitch, Moody's and S&P Global Ratings are established in the European Union 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 (the "**CRA Regulation**").

The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

Investors in the Bonds should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time

Governmental, Legal and Arbitration Proceedings

Within the scope of their regular business operations, i.e. in their capacity as insurers and asset managers, employers, investors and taxpayers, the Munich Re companies are involved as claimants or defendants in a number of court, administrative, arbitration and regulatory proceedings, in Germany and other countries, including the United States. It is impossible to determine or predict the outcome of cases pending or threatened.

The following overview sets out a number of ongoing material proceedings involving the Issuer or Munich Re:

- The Issuer is occasionally involved in tax litigation or tax appeal proceedings with material financial implications. In Germany, the Issuer won a lawsuit in the tax court regarding a tax exemption for capital gains generated in special funds before 2001. The German tax authorities have filed an appeal with the Federal Fiscal Court. In Spain the Issuer is subject to legal proceedings regarding the Issuer's permanent establishment. The dispute concerns the question of deductibility of losses and loss reserves as well as transfer prices. In Canada, the Issuer has appealed against revised tax assessments issued by the tax authorities after a tax audit. The dispute concerns accounting and transfer pricing treatment for internal retrocessions.
- Driven by some specialised law firms, a large number of declaratory and contribution refund actions are brought against DKV - as well as against competitors - regarding the effectiveness of past premium adjustments. The main lines of attack are, on the one hand, the allegedly insufficient communication of the so-called decisive reasons in the premium adjustment letters and, on the other hand, allegedly material inaccuracy. On 23 June and 21 July 2021, the German Federal Court of Justice (BGH) issued rulings with regard to the first line of attack in which DKV's appeals against rulings of the Cologne Higher Regional Court were essentially rejected. This means that the underlying second-instance rulings, which concerned premium adjustments for various tariffs and years, are legally binding. Whether the requirements of the Federal Court of Justice regarding notification of the relevant reasons for a premium adjustment are met will therefore have to be decided by the courts of instance in the legal proceedings. If this is not the case, DKV must refund the corresponding portions of the premiums.
- Hospital operator MediClin has initiated proceedings against ERGO Group AG, DKV and Provinzial as joint and several debtors in 2016, which are still pending. The subject matter of the proceedings is asserted claims based on allegedly impermissible repayment of contributions (*Einlagenrückgewähr*) under the German Stock Corporation Act (*Aktiengesetz*).
- Insolvency administrators of an insolvent financial group are suing two life insurers of ERGO Group AG in four proceedings. The legal actions are based on alleged claims arising from the challenge under insolvency law of the offsetting of open prepayment loans against the surrender value of life insurance contracts or from the challenge of commission securities and premium payments. All legal proceedings are still ongoing.

With the exception of the cases described above, the Issuer is not currently involved and has not been involved in the last 12 months, in any court or arbitration proceedings or proceedings before any administrative authorities which, in the Issuer's opinion, are reasonably likely to substantially affect the financial position or profitability of the Issuer or the Group. To the best knowledge of the Issuer, no further material proceedings are threatened.

Material Contracts

Munich Reinsurance Company Bonds

In 2020, the Issuer issued € 1,250 million subordinated bonds, which mature on 26 May 2041. The Issuer has the right to call the bonds for early redemption in 2030. The bonds have a coupon of 1.25% p.a. until 26 May 2031. If they are not redeemed early, the annual coupon as from 26 May 2031 will be 255 basis points above 3-month EURIBOR.

In 2018, the Issuer issued € 1,250 million subordinated bonds, which mature on 26 May 2049. The Issuer has the right to call the bonds for early redemption in 2029. The bonds have a coupon of 3.25% p.a. until 26 May 2029. If they are not redeemed early, the annual coupon as from 26 May 2029 will be 340 basis points above 3-month EURIBOR.

In 2012, the Issuer issued € 900 million subordinated bonds, which mature on 26 May 2042. The Issuer has the right to call the bonds for early redemption in 2022. The bonds have a coupon of 6.25% p.a. until 26 May 2022. If they are not redeemed early, the annual coupon as from 26 May 2022 will be 495 basis points above 3-month EURIBOR.

In 2012, the Issuer issued £ 450 million subordinated bonds, which mature on 26 May 2042. The Issuer has the right to call the bonds for early redemption in 2022. The bonds have a coupon of 6.625% p.a. until 26 May 2022. If they are not redeemed early, the annual coupon as from 26 May 2022 will be 495 basis points above 3-month LIBOR.

Other material contracts

The Issuer entered into various inter-company agreements (*Unternehmensverträge*) with a limited number of its subsidiaries. One subsidiary, which is not tied to the Issuer through an inter-company agreement, entered into a limited number of inter-company agreements with other subsidiaries of Munich Re. Under such agreements, the subsidiary could be obligated to absorb losses of its dependent entities (*Verlustausgleichspflicht*). In order to strengthen the position of the subsidiary, the Issuer has entered into a limited number of collateral promises (*Schuldbeitritte*) and, thus, could be obliged to offset the losses of the dependent entities, up to predefined limits.

Management and Supervisory Bodies

General

Munich Reinsurance Company has three governing bodies: the Board of Management (*Vorstand*), the Supervisory Board (*Aufsichtsrat*) and the Annual General Meeting (*Hauptversammlung*). Their functions and powers are defined by law, the articles of association, the Co-determination Agreement applicable to Munich Reinsurance Company and by rules of procedure and internal guidelines.

The Board of Management is responsible for managing the Issuer, in particular for setting the Issuer's objectives and determining strategy. In doing so, it is obliged to safeguard the Issuer's interests and endeavour to achieve a sustainable long-term increase in the Issuer's value.

The Supervisory Board monitors the Board of Management and gives counsel where appropriate, but it is not authorised to take management action in place of the Board of Management.

The Annual General Meeting regularly reaches a resolution on the appropriation of profits and approval of the actions of the Board of Management and Supervisory Board.

Applicable Corporate Governance Rules

Principal sources of enacted corporate governance standards for Munich Reinsurance Company are the German Stock Corporation Act, the German Act on the Co-Determination of Employees in Cross-Border Mergers (*MgVG*) as well as the German Corporate Governance Code (*Deutscher Corporate Governance Kodex*, the "**Code**"). The Code summarises the fundamental guidelines for best-practice corporate governance in Germany and in addition to restating various corporate governance-related mandatory provisions of German law, the Code contains "recommendations", which reflect widely recognised standards of corporate governance. Although the Code does not have the force of law, it has a legal basis through the declaration of conformity required by § 161 of the German Stock Corporation Act, which requires that the Board of Management and the Supervisory Board annually issue a declaration of conformity with the Code.

In November 2020, the Board of Management and the Supervisory Board of Munich Reinsurance Company issued the following declaration of conformity:

"Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München has fulfilled all the recommendations of the German Corporate Governance Code of December 16, 2019 (published on March 20, 2020) and will continue to do so in future.

Since the last declaration of conformity in November 2019, Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München has fulfilled all the recommendations of the German Corporate Governance Code of February 7, 2017 (published on April 24, 2017)."

Board of Management

The Board of Management (*Vorstand*) of the Issuer consists of nine members. As of the date of this Prospectus, the Board of Management consisted of the following members:

Member	Responsibilities	Principal Outside Board Memberships
Dr. oec. publ. Joachim Wenning (Chairman)	Chairman of the Board of Management; Chairman of the Group Committee; Chairman of the Strategy Committee; Group Strategy and M&A; Group Communications; Group Audit; Economics, Sustainability & Public Affairs; Group Human Resources; Group Executive Affairs; Group Compliance and Legal	ERGO Group AG (Chairman of the Supervisory Board)
Dr. rer. pol. Thomas Blunck	Chairman of the Board Committee IT Investments; Life and Health; Capital Partners	ERGO Group AG (Member of the Supervisory Board)
Nicholas Gartside	Chief Investment Officer; Group Investments; Third Party Asset Management	MEAG MUNICH ERGO Asset Management GmbH (Member of the Supervisory Board)
Stefan Golling	Global Clients and North America	Munich Re America Corporation (Chairman of the Board of Directors); Munich Reinsurance America, Inc. (Chairman of the Board of Directors)
Dr. jur. Doris Höpke	Labour Relations Director; Europe and Latin America; Human Resources	New Reinsurance Company Ltd. (President of the Board of Directors)
Dr. rer. nat. Torsten Jeworrek	Chairman of the Reinsurance Committee; Chairman of the Global Underwriting and Risk Committee; Reinsurance Development; Data and Analytics; Internet of Things; Corporate Underwriting; Claims; Accounting, Controlling and Central Reserving for Reinsurance; Information Technology	ERGO Digital Ventures AG (Deputy Chairman of the Supervisory Board); ERGO International AG (Member of the Supervisory Board)
Dr. rer. nat. Christoph Jurecka	Chief Financial Officer; Chairman of the Group Risk Committee; Financial and Regulatory Reporting; Group Controlling; Integrated Risk Management; Group Taxation; Investor and Rating Agency Relations	ERGO Group AG (Member of the Supervisory Board); MEAG MUNICH ERGO Asset Management GmbH (Member of the Supervisory Board)

Member	Responsibilities	Principal Outside Board Memberships
Dr. rer. pol. Achim Kassow	Asia Pacific and Africa; Central Procurement; Services	ERGO International AG (Member of the Supervisory Board)
Dr. rer. pol. Markus Rieß	Primary Insurance/ERGO	ERGO Group AG (Chairman of the Board of Management); ERGO International AG (Chairman of the Supervisory Board); ERGO Digital Ventures AG (Chairman of the Supervisory Board); ERGO Deutschland AG (Chairman of the Supervisory Board); ERGO Technology & Services Management AG (Chairman of the Supervisory Board); Next Insurance, Inc. (Non-executive member of the Board of Directors)

The business address of the members of the Issuer's Board of Management is the same as the Issuer's business address.

Supervisory Board

The Supervisory Board (*Aufsichtsrat*) of the Issuer consists of 20 members. As of the date of this Prospectus, the Supervisory Board consisted of the following members:

Member	Principal Occupation	Membership of other Supervisory Boards and comparable bodies
Dr. Nikolaus von Bomhard (Chair)	Chairman of the Supervisory Board of Munich Reinsurance Company	Deutsche Post AG, Bonn (Chair), Athora Holding Ltd., Bermuda (Chair)
Dr. Anne Horstmann (Deputy Chair)	Employee of ERGO Group AG	None
Prof. Dr. Dr. Dr. Ann-Kristin Achleitner	Scientific Co-Director of the Center for Entrepreneurial and Financial Studies (CEFS) at the Technical University of Munich	Lazard Ltd., United States; Linde plc, Ireland, Luxembourg Investment Company 261 S.à r.l., Luxembourg
Clement B. Booth	Member of the Board of Directors of Howden Group Holdings Ltd., United Kingdom	Euroassekuranz Versicherungsmakler AG, Regensburg (Chair), Howden Group Holdings Ltd., United Kingdom
Ruth Brown	Foreign Services Specialist of DAS Legal Expenses Insurance	None
Stephan Eberl	Chair of the Staff Council of Munich Reinsurance Company	None

Member	Principal Occupation	Membership of other Supervisory Boards and comparable bodies
Frank Fassin	Regional Section Head Financial Services, ver.di North Rhine-Westphalia	ERGO Group AG, Düsseldorf
Prof. Dr. Dr. Ursula Gather	Chair of board of trustees of Alfried Krupp von Bohlen und Halbach Foundation	thyssenkrupp AG, Essen
Gerd Häusler	Member of the Supervisory Board of Auto1 SE	Auto1 Group SE, Munich
Angelika Judith Herzog	Chair of the Staff Council at ERGO Direkt AG	None
Renata Jungo Brüngger	Member of the Board of Management of Daimler AG	None
Stefan Kaindl	Head of Department at Munich Reinsurance Company	None
Dr. Carinne Knoche-Brouillon	Member of management C.H. Boehringer Sohn AG & Co. KG	None
Gabriele Mücke	Chair of the Board of Management at Neue Assekuranz Trade Union - NAG	None
Ulrich Plottke	Employee of ERGO Group AG	ERGO Group AG, Düsseldorf
Manfred Rassy	Exempted member of the Staff Council of Munich Reinsurance Company	None
Gabriele Sinz-Toporzysek	Employee of ERGO Beratung und Vertrieb AG	None
Carsten Spohr	Chair of the Board of Management of Deutsche Lufthansa	None
Karl-Heinz Streibich	Co-President of acatech – German Academy of Science and Engineering, Berlin	Software AG, Darmstadt (Chair); Siemens Healthineers AG, Munich; Deutsche Telekom AG, Bonn
Dr. Maximilian Zimmerer	Member of the Supervisory Board of Munich Reinsurance Company	Investmentaktiengesellschaft für langfristige Investoren TGV (Chair); Deutsche Beteiligungs AG, Frankfurt

The business address of the members of the Issuer's Supervisory Board is the same as the Issuer's business address.

Conflicts of Interest

Some of the members of the Issuer's Managing and the Supervisory Board hold, or in the last year have held, positions of significant responsibility with other entities. Munich Re has relationships with almost all of these entities in the ordinary course of its business whereby it buys and sells a wide variety of products and services on arm's length terms.

As of the date of this Prospectus, the members of the Issuer's Managing and the Supervisory Board have not received any cash advances or loans by the Issuer.

No conflicts of interest or potential conflicts of interest exist between the obligations of the members of the Issuer's Managing Board or the Supervisory Board towards the Issuer and their respective private interests or other obligations.

Employees

As at 30 June 2021, Munich Re employed 40,607 staff members worldwide.

Recent Developments

Since 30 June 2021, there have been the following recent developments with regard to Munich Re:

In July 2021, various regions in western and central Europe and especially in Germany (low pressure system "Bernd") suffered severe weather events and disastrous flooding that led to significant damage to public and private property. As there is still a very high degree of uncertainty at the date of this Prospectus, precise claims forecasts are not yet possible. Munich Re expects overall claims expenditure for reinsurance and ERGO to be in the mid-three-digit million euro range.

Covid-19 losses impact the financial result of Munich Re in the first half year 2021 to a much lesser degree than in the same period in the 2020 financial year. At the beginning of the year, Munich Re projected COVID-19 losses of around € 500 million for reinsurance – including around € 200 million in life and health reinsurance, and around € 300 million in property-casualty reinsurance. Covid related claims impacted the segment life and health reinsurance with € 302 million and the segment property-casualty reinsurance with € 203 million in the first half of 2021.

Trend Information

There has been no material adverse change in the prospects of the Issuer since the date of its last published audited consolidated financial statements for the financial year ended 31 December 2020.

Significant Change

There has been no significant change in the financial position of the Issuer and Munich Re since the date of its last published unaudited condensed interim consolidated financial statements for the six-month period ended 30 June 2021.

There has been no significant change in the financial performance of the Issuer or Munich Re since the date of its last published unaudited condensed interim consolidated financial statements for the six-month period ended 30 June 2021.

Selected Consolidated Financial Information

The following tables and the tables in the sub-sections "Business Divisions and Key Markets", "Regulatory Capital Adequacy" and "Alternative Performance Measures" set forth selected financial information relating to the Issuer.

The financial information contained in this Prospectus is taken or derived from the audited consolidated financial statements of the Issuer as of and for the financial years ended 31 December 2020 and 31 December 2019, the unaudited condensed interim consolidated financial statements of the Issuer as of and for the six-month period ended 30 June 2021, which are each incorporated by reference in this Prospectus and should be read together with them, and the Issuer's internal accounting system. The audited consolidated financial statements as of and for the financial years ended 31 December 2020 and 31 December 2019, respectively, have been prepared in accordance with IFRS and the additional requirements of German commercial law pursuant to Section 315e (1) HGB. The unaudited condensed interim consolidated financial statements of the Issuer as of and for the six months period ended 30 June 2021, prepared in accordance with IFRS on interim financial reporting, have been reviewed by EY in compliance with the German Generally Accepted Standards for the Review of Financial Statements promulgated by the IDW as stated in their German-language review report (Bescheinigung nach prüferischer Durchsicht) thereon.

Where financial information in the following tables and the tables in the sub-sections "Business Divisions and Key Markets", "Investment Portfolio", "Regulatory Capital Adequacy", "IFRS Equity and Capital Structure" and "Alternative Performance Measures" is labelled "audited", this means that it was taken from the audited consolidated financial statements of the Issuer as of and for the financial years ended 31 December 2020 and 31 December 2019, respectively. The label "unaudited" is used in the following tables and in the aforementioned sub-sections to indicate financial information that was taken from the unaudited condensed interim consolidated financial statements of the Issuer as of and for the six months period ended 30 June 2021 as well as from the Issuer's internal accounting system or has been calculated based on figures from the aforementioned sources.

Unless indicated otherwise, all financial information presented in the text and tables included in this Prospectus is shown in millions of Euro (in € million). Certain financial information, including percentages, has been rounded according to established commercial standards. As a result, rounded figures in the tables below may not add up to the aggregate amounts in such tables (sum totals or subtotals), which are calculated based on unrounded figures. Furthermore, differences and ratios are calculated based on unrounded figures.

Consolidated Income Statement

	Six-month period ended 30 June		Financial Year ended 31 December	
	2021	2020 ⁽¹⁾	2020	2019 ^(1,2)
(amounts in € million, unless otherwise stated)	(unaudited)		(audited)	
Gross premiums written	29,193	27,112	54,890	51,457
1. Earned premiums	26,399	25,161	51,223	48,280
2. Income from technical interest	3,140	2,006	5,270	6,745
3. Expenses for claims and benefits	-21,680	-20,381	-43,077	-39,685
4. Operating expenses	-6,305	-6,247	-12,815	-13,056
5. Technical result (1-4)	1,554	540	600	2,283
6. Investment result	3,624	3,617	7,398	7,822
7. Insurance-related investment result	765	-549	105	1,182
8. Other operating income	467	476	1,168	1,178
9. Other operating expenses	-918	-925	-2,016	-2,290
10. Deduction of income from technical interest	-3,140	-2,006	-5,270	-6,745
11. Non-technical result (6-10)	798	613	1,386	1,147
12. Operating result (5+11)	2,352	1,153	1,986	3,430
13. Other non-operating result	-21	-17	-83	-91
14. Currency result	-140	167	-200	73
15. Net finance costs	-112	-110	-223	-222
16. Taxes on income	-384	-393	-269	-483
17. Consolidated result (12-16)	1,695	800	1,211	2,707
Earnings per share (in €)	12.13	5.71	8.63	18.97

- (1) The calculation of income from technical interest in the ERGO Life Germany division was developed further. The previous year's figures 2019 as well as the six-month period figures ending June 30, 2020 were adjusted. The change had no impact on the result.
- (2) In 2020, Munich Re made some amendments to the way it accounts for project costs, innovation costs and Finance Division costs, in particular in order to show ongoing and one-time expenditure in a more transparent and consistent way. This resulted in reclassifications in the consolidated income statement and segment income statement and in an adjustment of the previous year's figures in line with IAS 1.41. The change had no impact on the result.

Consolidated Balance Sheet

	As of	As of 31 December	
	30 June 2021	2020	2019
(amounts in € million)	(unaudited)	(audited)	
A. Intangible assets	4,279	4,005	4,180
B. Investments	233,961	232,950	228,764
C. Insurance-related investments	11,780	11,033	9,163
D. Ceded share of technical provisions	5,801	5,321	4,937
E. Receivables	28,759	26,196	22,238
F. Cash at banks, cheques and cash in hand	5,598	5,615	4,994
G. Deferred acquisition costs	9,507	9,119	9,272
H. Deferred tax assets	382	278	316
I. Other assets	3,090	3,215	3,289
J. Non-current assets held for sale	822	215	400
Total assets	303,980	297,946	287,553
A. Equity	29,920	29,994	30,576
B. Subordinated liabilities	3,970	5,047	3,839
C. Gross technical provisions	224,497	218,846	214,706
D. Gross technical provisions for unit-linked life insurance	8,591	7,955	8,172
E. Other provisions	4,915	5,438	5,291
F. Liabilities	29,297	28,251	22,882
G. Deferred tax liabilities	2,336	2,293	1,908
H. Liabilities related to non-current assets held for	453	123	179
Total equity and liabilities	303,980	297,946	287,553

Consolidated Cash Flow Statement

	Six-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2020	2019
(amounts in € million)	(unaudited)		(audited)	
Consolidated result	1,695	800	1,211	2,707
I. Cash flows from operating activities	2,471	4,374	7,219	9,493
II. Cash flows from investing activities	0	-2,367	-6,135	-6,919
III. Cash flows from financing activities	-2,513	-1,181	-323	-2,496
Cash flows for the financial year (I+II+III) ⁽¹⁾	-42	826	761	78
Effect of exchange-rate changes on cash and cash equivalents	50	19	-134	-57
Cash at the beginning of the financial year	5,615	4,994	4,994	4,986
Cash at the end of the financial year	5,622	5,838	5,620	5,006
Thereof:				
Cash not attributable to disposal group	5,598	5,831	5,615	4,994
Cash attributable to disposal group	24	7	5	12

(1) Cash mainly comprises cash at banks.

Alternative Performance Measures

Munich Re uses, throughout its financial publications, alternative performance measures ("APMs") in addition to the figures which are prepared in accordance with IFRS. From the Issuer's point of view, these measures provide useful information to investors and enhance the understanding of the results of Munich Re. The APMs should be viewed as complementary to, rather than a substitute for, the figures determined according to IFRS.

This Prospectus contains references to the following APMs: "Return on Equity", "Return on Investment" and "Combined Ratio".

Investors should consider that similarly titled APMs reported by other companies may be calculated differently. For that reason, the comparability of APMs across companies might be limited.

In accordance with the guidelines of the European Securities and Markets Authority (ESMA), the following information is given in regard to the above mentioned APMs:

- Definition of the APM, its use and limitations on the usefulness
- Reconciliation of the APM to the most directly reconcilable line item, subtotal or total presented in the financial statements

Return on Equity

Definition and usefulness

The Return on Equity is calculated as consolidated result, including the result attributable to non-controlling interests, in relation to the average adjusted equity. The average adjusted equity is calculated as the average of total equity less other reserves (i.e. unrealised gains and losses, currency translation reserve, remeasurement gains/losses from cash flow hedges) at the beginning and the end of the relevant period.

From the Issuer's point of view, the Return on Equity, together with other information, can be a useful performance measure for evaluating how well Munich Re utilises its equity to generate profits.

Reconciliation

	Reinsurance		ERGO		Munich Re Total	
	As of 30 June 2021	As of 31 December 2020	As of 30 June 2021	As of 31 December 2020	As of 30 June 2021	As of 31 December 2020
(amounts in € million)	(unaudited)	(audited)	(unaudited)	(audited)	(unaudited)	(audited)
Segment assets	140,272	133,892	163,708	164,055	303,980	297,946
Segment liabilities	117,459	112,138	156,600	155,815	274,059	267,952
Adjustments used in the calculation of equity (and in currency translation reserve):						
Unrealised gains and losses, currency translation reserve, remeasurement gains/losses from cash flow hedges	4,805	4,994	2,149	2,689	6,954	7,683
Adjustment item for material asset transfers between reinsurance and ERGO	1,082	410	-1,082	-410	0	0
Adjusted equity	16,926	16,350	6,041	5,961	22,967	22,311

	Reinsurance	ERGO	Munich Re Total
	Six-month period ended 30 June 2021	Six-month period ended 30 June 2021	Six-month period ended 30 June 2021
<i>(amounts in € million unless otherwise specified)</i>			
		<i>(unaudited)</i>	
Average adjusted equity	16,638	6,001	22,639
Consolidated result	1,361	334	1,695
Return on equity (in per cent.)	16.4	11.1	15.0

	Reinsurance		ERGO		Munich Re Total	
	As of 30 June 2020	As of 31 December 2019	As of 30 June 2020	As of 31 December 2019	As of 30 June 2020	As of 31 December 2019
<i>(amounts in € million)</i>	<i>(unaudited)</i>	<i>(audited)</i>	<i>(unaudited)</i>	<i>(audited)</i>	<i>(unaudited)</i>	<i>(audited)</i>
Segment assets	133,486	128,171	160,873	159,383	294,358	287,553
Segment liabilities	111,102	104,862	153,491	152,116	264,593	256,978
Adjustments used in the calculation of equity:						
<i>Unrealised gains and losses, currency translation reserve, remeasurement gains/losses from cash flow hedges</i>	5,646	5,301	2,290	2,209	7,937	7,510
<i>Adjustment item for material asset transfers between reinsurance and ERGO</i>	739	732	-739	-732	0	0
Adjusted equity	15,999	17,275	5,830	5,791	21,829	23,066

	Reinsurance	ERGO	Munich Re Total
	Six-month period ended 30 June 2020	Six-month period ended 30 June 2020	Six-month period ended 30 June 2020
<i>(amounts in € million unless otherwise specified)</i>			
		<i>(unaudited)</i>	
Average adjusted equity	16,637	5,810	22,447
Consolidated result	555	245	800
Return on equity (in per cent.)	6.7	8.4	7.1

	Reinsurance		ERGO		Munich Re Total	
	As of 31 December 2020	As of 31 December 2019	As of 31 December 2020	As of 31 December 2019	As of 31 December 2020	As of 31 December 2019
<i>(amounts in € million)</i>			<i>(audited)</i>			
Segment assets	133,892	128,171	164,055	159,383	297,946	287,553
Segment liabilities	112,138	104,862	155,815	152,116	267,952	256,978
Adjustments used in the calculation of equity and in currency translation: Unrealised gains and losses, currency translation reserve, remeasurement gains/losses from cash flow hedges	4,994	5,301	2,689	2,209	7,683	7,510
Adjustment item for material asset transfers between reinsurance and ERGO	410	732	-410	-732	0	0
Adjusted equity	16,350	17,275	5,961	5,791	22,311	23,066

	Reinsurance	ERGO	Munich Re Total
	Financial Year ended 31 December 2020	Financial Year ended 31 December 2020	Financial Year ended 31 December 2020
<i>(amounts in € million unless otherwise specified)</i>		<i>(audited)</i>	
Average adjusted equity	16,812	5,876	22,688
Consolidated result	694	517	1,211
Return on equity (in per cent.)	4.1	8.8	5.3

Return on Investment

Definition and usefulness

The Return on Investment is calculated as Munich Re's investment result for the relevant period divided by the mean market value of Munich Re's investment portfolio. The "**Mean Market Value**" of the investment portfolio is calculated as the average market value of the investment portfolio at the quarterly reporting dates (including off-balance-sheet unrealised gains and losses, but excluding insurance-related loans and owner-occupied property) for the relevant period.

From the Issuer's point of view, the Return on Investment, together with other information, can be a useful performance measure for evaluating the investment portfolio of Munich Re.

Reconciliation

	Six-month period ended 30 June		Three-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2021	2020	2020	2019 ⁽¹⁾
<i>(amounts in € million, unless otherwise stated)</i>	<i>(unaudited)</i>				<i>(unaudited, unless otherwise specified)</i>	
Investment result	3,624	3,617	1,933	1,697	7,398 ⁽⁷⁾	7,822 ⁽⁷⁾
Mean Market Value	250,698 ⁽²⁾	248,121 ⁽³⁾	249,652 ⁽²⁾	248,527 ⁽³⁾	249,816 ⁽³⁾	243,663 ⁽⁴⁾
Return on Investment (in per cent.)	2.9⁽⁵⁾	2.9⁽⁵⁾	3.1⁽⁶⁾	2.7⁽⁶⁾	3.0	3.2

- (1) In 2020, Munich Re made some amendments to the way it accounts for project costs, innovation costs and Finance Division costs, in particular in order to show ongoing and one-time expenditure in a more transparent and consistent way. This resulted in reclassifications in the consolidated income statement and segment income statement and in an adjustment of the previous year's figures 2019 in line with IAS 1.41. The change has no impact on profit and loss.
- (2) The Mean Market Value of the investment portfolio is calculated as the average market value of the investment portfolio at the respective quarterly reporting dates (including off-balance-sheet unrealised gains and losses, but excluding insurance-related loans and owner-occupied property) for the relevant periods: mean value of the investment portfolios (carrying amounts) as at 31 December 2020 (€ 232,950 million), 31 March 2021 (€ 231,565 million) and 30 June 2021 (€ 233,961 million), and the off-balance-sheet unrealised gains and losses (excluding owner-occupied property and insurance-based loans) as at 31 December 2020 (€ 19,839 million), 31 March 2021 (€ 17,142 million) and 30 June 2021 (€ 16,636 million).
- (3) The Mean Market Value of the investment portfolio is calculated as the average market value of the investment portfolio at the respective quarterly reporting dates (including off-balance-sheet unrealised gains and losses, but excluding insurance-related loans and owner-occupied property) for the relevant periods: mean value of the investment portfolios (carrying amounts) as at 31 December 2019 (€ 228,764 million), 31 March 2020 (€ 227,949 million), 30 June 2020 (€ 230,080 million), 30 September 2020 (€ 232,252 million) and 31 December 2020 (€ 232,950 million), and the off-balance-sheet unrealised gains and losses (excluding owner-occupied property and insurance-based loans) as at 31 December 2019 (€ 18,546 million), 31 March 2020 (€ 19,246 million), 30 June 2020 (€ 19,778 million), 30 September 2020 (€ 19,676 million) and 31 December 2020 (€ 19,839 million).
- (4) The Mean Market Value of the investment portfolio is calculated as the average market value of the investment portfolio at the respective quarterly reporting dates (including off-balance-sheet unrealised gains and losses, but excluding insurance-related loans and owner-occupied property) for the relevant periods: mean value of the investment portfolios (carrying amounts) as at 31 December 2018 (€ 216,852 million), 31 March 2019 (€ 223,927 million), 30 June 2019 (€ 226,619 million), 30 September 2019 (€ 232,933 million) and 31 December 2019 (€ 228,764 million), and the off-balance-sheet unrealised gains and losses (excluding owner-occupied property and insurance-related loans) as at 31 December 2018 (€ 15,024 million), 31 March 2019 (€ 16,556 million), 30 June 2019 (€ 18,506 million), 30 September 2019 (€ 20,588 million) and 31 December 2019 (€ 18,546 million).
- (5) The annualised Return on Investment for the six-month period ended 30 June is calculated as Munich Re's investment result for the relevant period multiplied by two divided by the mean market value of Munich Re's investment portfolio.
- (6) The annualised Return on Investment for the three-month period ended 30 June is calculated as Munich Re's investment result for the relevant period multiplied by four divided by the mean market value of Munich Re's investment portfolio.
- (7) Audited.

Combined ratio

Definition and usefulness

The Combined Ratio is regularly posted for property-casualty business. Calculated as the percentage ratio of the sum of expenses for claims and benefits plus operating expenses to earned premiums (all of which are net, i.e. after reinsurance cessions), the combined ratio is the sum of the "**Loss Ratio**" and the "**Expense Ratio**". A combined ratio of 100% means that premium income was exactly sufficient to cover claims and costs.

The Combined Ratio is the most common performance measure for analysing property-casualty business. From the Issuer's point of view, the Combined Ratio is a key performance measure summarising several profit and loss items in one key performance indicator. The Combined Ratio is a snapshot of a single period result and does not take into account long-term reserve development and investment income. When regarded in isolation, the combined ratio is not a sufficiently convincing metric because it does not make it possible to assess economic profitability. It is only of limited suitability for comparing the financial performance of competitors owing to differing calculation methods and portfolio mixes. However, analysing the development of the Combined Ratio over several periods (financial years) is a helpful indicator in understanding underwriting quality. Generally, Munich Re's aim is to keep the Combined Ratio as low as possible by means of good underwriting and claims management.

Reconciliation

	Reinsurance Property-Casualty				
	Six-month period ended		Financial Year ended		
	30 June		31 December		
	2021	2020	2020	2019 ⁽¹⁾	
(amounts in € million, unless otherwise stated)		(unaudited)		(audited)	
Net earned premiums	12,082	10,988	22,566	20,566	
Net expenses for claims and benefits	-7,862	-7,967	-16,866	-13,714	
Net operating expenses	-3,536	-3,355	-6,978	-6,910	
Loss-ratio calculation adjustments	5	7	7	13	
<i>Fire brigade tax and other expenses</i>	11	10	21	17	
<i>Expenses for premium refunds</i>	0	0	0	0	
<i>Other underwriting income</i>	-6	-4	-11	-8	
<i>Change in other technical provisions and other underwriting expenses</i>	-1	1	-3	4	
Adjusted net expenses for claims and benefits	-7,857	-7,961	-16,860	-13,701	
Loss Ratio (in per cent.)	65.0	72.4	74.7	66.6	
Combined Ratio (in per cent.)	94.3	103.0	105.6	100.2	

- (1) In 2020, Munich Re made some amendments to the way it accounts for project costs, innovation costs and Finance Division costs, in particular in order to show ongoing and one-time expenditure in a more transparent and consistent way. This resulted in reclassifications in the consolidated income statement and segment income statement and in an adjustment of the previous year's figures 2019 in line with IAS 1.41.

ERGO

	Property-Casualty Germany				International ⁽¹⁾			
	Six-month period ended 30 June		Financial Year ended 31 December		Six-month period ended 30 June		Financial Year ended 31 December	
	2021	2020	2020	2019	2021	2020	2020	2019
	<i>(unaudited)</i>		<i>(audited)</i>		<i>(unaudited)</i>		<i>(audited)</i>	
<i>(amounts in € million, unless otherwise stated)</i>								
Net earned premiums	1,837	1,718	3,570	3,362	1,714	1,604	3,289	3,309
Net expenses for claims and benefits	-1,188	-1,067	-2,254	-2,056	-1,092	-1,013	-2,105	-2,129
Net operating expenses	-554	-541	-1,089	-1,077	-505	-483	-988	-1,012
Loss-ratio calculation adjustments	28	11	46	30	3	9	42	23
<i>Fire brigade tax and other expenses</i>	11	15	18	20	11	11	34	28
<i>Expenses for premium refunds</i>	19	14	34	26	1	2	2	2
<i>Other underwriting income</i>	-1	-25	-26	-4	-4	-5	-13	-16
<i>Change in other technical provisions and other underwriting expenses</i>	-1	8	21	-11	-5	2	19	8
Adjusted net expenses for claims and benefits	-1,162	-1,056	-2,209	-2,025	-1,089	-1,004	-2,063	-2,107
Loss Ratio (in per cent.)	63.2	61.5	61.9	60.3	63.5	62.6	62.7	63.7
Combined Ratio (in per cent.)	93.4	92.9	92.4	92.3	93.0	92.7	92.7	94.3

(1) Property-casualty business and short-term health business (excluding health insurance conducted like life insurance).

TAXATION

The following is a general overview of certain tax considerations relating to the purchasing, holding and disposing of Bonds. It does not purport to be a complete analysis of all tax considerations relating to the Bonds. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Bondholder. The discussions that follow for each jurisdiction are based upon the applicable laws in force and their interpretation on the date of this Prospectus. These tax laws and interpretations are subject to change that may occur after such date, even with retroactive effect.

The information contained in this section is limited to taxation issues and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Bonds.

Prospective Bondholders should consult their own tax advisers as to the particular tax consequences of subscribing, purchasing, holding and disposing the Bonds, including the application and effect of any federal, state or local taxes, under the tax laws of Germany and each country of which they are residents or citizens.

Germany

The following general overview does not consider all aspects of income taxation in Germany that may be relevant to a Bondholder of the Bonds in the light of the Bondholder's particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

German resident Bondholders holding the Bonds as private assets

Taxation of income from the Bonds

If the Bonds are held as private assets (*Privatvermögen*) by a Bondholder who is an individual and whose residence or habitual abode is in Germany, payments of interest under the Bonds are generally taxed as investment income (*Einkünfte aus Kapitalvermögen*) at a 25 per cent flat tax (*Abgeltungsteuer*) (plus a 5.5 per cent solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable to the individual Bondholder, church tax (*Kirchensteuer*)).

The same applies to capital gains from the sale or redemption of the Bonds. The capital gain is generally determined as the difference between the proceeds from the sale or redemption of the Bonds and the acquisition costs. Expenses directly and factually related (*unmittelbarer sachlicher Zusammenhang*) to the sale or redemption are taken into account in computing the taxable capital gain. Otherwise the deduction of related expenses for tax purposes is not permitted.

According to the law for the reduction of the solidarity surcharge dated 10 December 2019 (*Gesetz zur Rückführung des Solidaritätszuschlags 1995*), as of the assessment period 2021 onwards, the solidarity surcharge will only be levied for wage tax and income tax purposes, if the individual income tax of the holder exceeds the threshold of € 16,956 (€ 33,912 for jointly assessed Bondholders). The solidarity surcharge will remain in place for purposes of the withholding tax, the flat tax regime and the corporate income tax. In the case of a flat tax the income tax burden for an individual is lower than the flat tax of 25% and the Bondholder applies for his/her capital investment income being assessed at his/her individual progressive tax rate (see below) the solidarity surcharge would be refunded.

The flat tax is generally collected by way of withholding (see subsequent paragraph – *Withholding tax*) and the tax withheld shall generally satisfy the individual Bondholder's tax liability with respect to the Bonds. If, however, no or not sufficient tax was withheld (*e.g.*, in case there is no Domestic Paying Agent as defined in the subsequent paragraph – *Withholding Tax*), the Bondholder will have to include the income received with respect to the Bonds in its income tax return. The flat tax will then be collected by way of tax assessment. The Bondholder may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the Bondholder's aggregated flat tax liability on investment income (*e.g.*, because of available losses carried forward or foreign tax credits). If the Bondholder's individual income tax rate on all taxable income including the investment income determined by generally applicable individual progressive tax rates is lower than 25 per cent, the

Bondholder may opt to be taxed at individual progressive tax rates with respect to its investment income; also in this case, the deduction of related expenses for tax purposes is not permitted.

Capital losses from the sale or redemption of the Bonds held as private assets should generally be tax-recognised irrespective of the holding period of the Bonds. Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

Capital losses of individual Bondholders resulting from a bad debt loss (*Forderungsausfall*), or from a waiver of a receivable (*Forderungsverzicht*), if the Bonds expire worthless or from a transfer of worthless Bonds can only be set-off against investment income up to an amount of EUR 20,000 *per annum*. Losses exceeding that threshold can be carried forward and set-off against income derived from capital investments up to an amount of EUR 20,000 per year in subsequent years, subject to certain requirements. Based on recent guidance provided by the German tax authorities losses which fall within the scope of the loss offset limitation will in principal not be recognised for withholding tax purposes but need to be claimed by way of tax assessment (see below).

Individual Bondholders are entitled to a saver's lump sum tax allowance (*Sparer-Pauschbetrag*) for investment income of € 801 per year (€ 1,602 for jointly assessed Bondholders). The saver's lump sum tax allowance is considered for purposes of the withholding tax (see subsequent paragraph – *Withholding tax*) if the Bondholder has filed a withholding tax exemption request (*Freistellungsauftrag*) with the respective Domestic Paying Agent (as defined below). The deduction of related expenses for tax purposes is not possible.

Withholding tax

If the Bonds are kept or administered in a domestic securities deposit account by a German credit or financial services institution (*Kredit- oder Finanzdienstleistungsinstitut*) (or by a German branch of a foreign credit or financial services institution), or by a German securities trading business (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (each a "**Domestic Paying Agent**") which pays or credits the interest, a 25 per cent withholding tax, plus a 5.5 per cent solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent, is levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual Bondholder by way of withholding which is provided for as a standard procedure unless the Bondholder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

Capital gains from the sale (including the redemption) of the Bonds are also subject to the 25 per cent withholding tax, plus a 5.5 per cent solidarity surcharge thereon, if the Bonds are kept or administered by a Domestic Paying Agent effecting the sale or redemption from the time of their acquisition. If interest claims are disposed of separately (i.e. without the Bonds), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest claims if the Bonds have been disposed of separately. If the Bonds were sold or redeemed after being transferred to a securities deposit account with a Domestic Paying Agent, 25 per cent withholding tax (plus solidarity surcharge thereon) would be levied on 30 per cent of the proceeds from the sale or the redemption, as the case may be, unless the Bondholder or the previous depository bank was able and allowed to prove evidence for the Bondholder's actual acquisition costs to the Domestic Paying Agent. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual Bondholder by way of withholding which is provided for as a standard procedure unless the Bondholder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

German resident Bondholders holding the Bonds as business assets

Taxation of income from the Bonds

If the Bonds are held as business assets (*Betriebsvermögen*) by an individual or corporate Bondholder which is tax resident in Germany (i.e., a corporation with its statutory seat or place of management in Germany), interest income and capital

gains from the Bonds are subject to personal income tax at individual progressive rates or corporate income tax (plus a 5.5 per cent solidarity surcharge thereon and church tax, if applicable) and, in general, trade tax. The effective trade tax rate depends on the applicable trade tax factor (*Gewerbesteuer-Hebesatz*) of the relevant municipality where the business is located. In case of Bondholders which are individuals, the trade tax may, however, be partially or fully creditable against the Bondholder's personal income tax liability depending on the applicable trade tax factor and the Bondholder's particular circumstances. Losses from the disposal or redemption of the Bonds will generally be tax-recognised and may generally be offset against other income subject to certain limitations.

Withholding tax

If the Bonds are kept or administered by a Domestic Paying Agent which pays or credits the interest, a 25 per cent withholding tax, plus a 5.5 per cent solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent, is generally levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax applies and is collected for the individual Bondholder by way of withholding which is provided for as a standard procedure unless the Bondholder of the Bonds has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No withholding is generally required on capital gains from the disposal or redemption of the Bonds which is derived by German resident corporate Bondholders and, upon application, by individual Bondholders holding the Bonds as assets of a German business, subject to certain requirements.

Any capital losses incurred from the disposal or redemption of the Bonds will not be taken into account for withholding tax purposes. If withholding tax is levied, the withholding tax does not satisfy the Bondholder's personal or corporate income tax liability with respect to the Bonds. The income from the Bonds will have to be included in the Bondholder's personal or corporate income tax return. Any German withholding tax (including surcharges) is generally fully creditable against the Bondholder's personal or corporate income tax liability or refundable, as the case may be.

Non-German resident Bondholders

Income derived from the Bonds by Bondholders who are not tax resident in Germany is in general not subject to German income taxation, and no withholding tax shall be withheld, unless (i) the Bonds are held as business assets of a German permanent establishment of the Bondholder or by a permanent German representative of the Bondholder or (ii) the income derived from the Bonds does otherwise constitute German source income.

If the income derived from the Bonds is subject to German taxation according to (i) to (ii) above, the income is subject to German income taxation and withholding tax similar to that described above for German resident Bondholders. Under certain circumstances, foreign Bondholders may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

Income derived from the Bonds is also subject to German income taxation in accordance with the recently enacted Tax Haven Prevention Act of 30 June 2021 (*Steueroasen-Abwehrgesetz*), if a non-German Bondholder is resident in a non-cooperative tax jurisdiction, which is published in the Official Journal of the EU as a non-cooperative country or territory. The list of non-cooperative countries or territories within this meaning currently includes American Samoa, Anguilla, Dominica, Fiji, Guam, Palau, Panama, Samoa, Trinidad and Tobago, American Virgin Islands, Vanuatu, and Seychelles, but may be subject to changes in the future.

Substitution of the Issuer

If the Issuer exercises the right to substitute the debtor of the Bonds, the substitution might, for German tax purposes, be treated as a redemption of the Bonds in exchange for new bonds issued by the New Issuer and subject to similar taxation rules like the Bonds. In particular, such a substitution could result in the recognition of a taxable gain or loss for any Bondholder of a Bond.

Inheritance and gift tax

The transfer of Bonds to another person by way of gift or inheritance is subject to German gift or inheritance tax, respectively, if *inter alia*

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in case of a corporation, association of persons (*Personenvereinigung*) or asset pool (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of property,
- (ii) except as provided under (i), the testator's or donor's Bonds belong to a business asset attributable to a permanent establishment or a permanent representative in Germany.

Special regulations apply to certain German expatriates.

Prospective Bondholders are urged to consult with their tax advisor to determine the particular inheritance or gift tax consequences in light of their particular circumstances.

Other taxes

The purchase, sale or other disposal of Bonds does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may choose liability to value added tax with regard to the sale of Bonds which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

SUBSCRIPTION AND SALE OF THE BONDS

General

Pursuant to a subscription agreement dated 31 August 2021 (the "**Subscription Agreement**") among the Issuer and the Joint Lead Managers, the Issuer has agreed to sell to the Joint Lead Managers, and the Joint Lead Managers have agreed, subject to certain customary closing conditions, to purchase, the Bonds on 2 September 2021. The Issuer has furthermore agreed to pay certain fees to the Joint Lead Managers and to reimburse the Joint Lead Managers for certain expenses incurred in connection with the issue of the Bonds.

The Subscription Agreement provides that the Joint Lead Managers under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Bonds will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Bonds.

Certain of the Joint Lead Managers and their respective affiliates may be customers of, borrowers from or creditors of the Issuer and its affiliates. In addition, certain Joint Lead Managers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees and commissions for these transactions. In particular, in the ordinary course of their business activities, the Joint Lead Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Joint Lead Managers and/or their affiliates may receive allocations of Bonds (subject to customary closing conditions), which could affect future trading of the Bonds. Certain of the Joint Lead Managers or their respective affiliates may have a lending relationship with the Issuer and in such case routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Lead Managers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds. Any such positions could adversely affect future trading prices of the Bonds. The Joint Lead Managers and their respective 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.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, that are material to the issue.

Selling Restrictions

General

Each Joint Lead Manager has acknowledged that other than explicitly mentioned in this Prospectus no action is taken or will be taken by the Issuer in any jurisdiction that would permit a public offering of the Bonds, or possession or distribution of any offering material relating to them, in any jurisdiction where action for that purpose is required.

Each Joint Lead Manager has represented and agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Bonds or has in its possession or distributes any offering material relating to them.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead 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 Bonds to any retail investor in the EEA. For the purposes of this provision the expression retail investor means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of 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.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds to any retail investor in the UK. For the purposes of this provision the expression retail investor means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 EUWA; or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Joint Lead Manager has represented, warranted and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the UK.

United States of America and its territories

The Bonds 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 to the account of benefit of, U.S. persons except in transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Joint Lead Manager has represented and agreed that except as permitted by the Subscription Agreement, it has not offered, sold or delivered and will not offer, sell or deliver any Bonds (i) as part of their distribution and any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, for the account of benefit of, U.S. persons, and will have sent to each dealer to which it sells the Bonds and any related guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Bonds, an offer or sale of the Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Bonds or caused the Bonds to be made the subject of an invitation for subscription or purchase and will not offer or sell any Bonds or cause the Bonds to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Bonds, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Bonds are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Bonds pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

GENERAL INFORMATION

1. **Authorisations:** The creation and issue of the Bonds has been authorised by a resolution of the Management Board of the Issuer on 20 August 2021.
2. **Expenses of Admission to Trading:** The total expenses related to the admission to trading of the Bonds are expected to amount to approximately € 15,000.
3. **Clearing Systems:** Payments and transfers of the Bonds will be settled through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

The Bonds have the following securities codes:

ISIN: XS2381261424

Common Code: 238126142

German Securities Code (WKN): A3E5WY

4. **Listing and Admission to Trading:** Application has been made to the Luxembourg Stock Exchange for the Bonds to be admitted to trading on the Luxembourg Stock Exchange's regulated market (which is a regulated market for the purposes of MiFID II) and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.
5. **Notices to Bondholders:** For so long as the Bonds are listed on the Luxembourg Stock Exchange, all notices to the Bondholders regarding the Bonds shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). The Issuer will be entitled to deliver all notices concerning the Bonds to the Clearing System for communication by the Clearing System to the Bondholders.
6. **Documents on Display:** For so long as any Bond is outstanding and for a period of at least ten years commencing with the publication of this Prospectus, electronic versions of the following documents are available on the Issuer's website:
 - the articles of association of the Issuer (accessed by using the hyperlink: "<https://www.munichre.com/satzung>"); and
 - the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

This Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of the Issuer (www.munichre.com).

7. **Third Party Information:** With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) neither the Issuer nor any Joint Lead Manager has independently verified any such information and neither the Issuer nor any Joint Lead Manager accepts any responsibility for the accuracy thereof.
8. **Yield:** For the investors, the yield of the Bonds until the First Reset Date is 1.064 per cent. *per annum*, calculated on the basis of the Issue Price. Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method. The ICMA method determines the effective interest rate on bonds by taking into account accrued interest on a daily basis.

The yield of the Bonds for the period after the First Reset Date cannot be determined as of the date of this Prospectus.

9. **Ratings:** The Bonds are expected to be rated "A"² by S&P Global Ratings and "A"³ by Fitch.

S&P Global Ratings and Fitch are established in the European Union 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 (the "**CRA Regulation**")⁴.

Investors in the Bonds should be aware that a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

10. **Legal Entity Identifier:** The LEI of Munich Reinsurance Company is 529900MUF4C20K50JS49.

² S&P Global Ratings defines "A" as follows: "An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong."

³ Fitch defines "A" as follows: "'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings."

⁴ The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

DOCUMENTS INCORPORATED BY REFERENCE

The pages specified below of the following documents which have previously been published or are published simultaneously with this Prospectus and which have been filed with the CSSF are incorporated by reference into this Prospectus: (i) the Half-Year Financial Report 2/2021 of Munich Re (the "**Half-Year Financial Report 2021**"), (ii) the Group Annual Report of Munich Re as at and for the fiscal year ended 31 December 2020 (the "**Group Annual Report 2020**") and (iii) the Group Annual Report of Munich Re as at and for the fiscal year ended 31 December 2019 (the "**Group Annual Report 2019**"), each containing the English language translation of the respective German language consolidated financial statements of the Issuer and in case of the Group Annual Report 2020 and the Group Annual Report 2019 the English language translations of the German language independent auditor's report (*Bestätigungsvermerk des unabhängigen Abschlussprüfers*) in respect thereof.

(1) Extracted from: Half-Year Financial Report 2021

Consolidated balance sheet as at 30 June 2021	pages 14-15
Consolidated income statement 1 January to 30 June 2021.....	pages 16
Consolidated income statement 1 April to 30 June 2021.....	page 17
Consolidated income statement (quarterly breakdown).....	page 18
Statement of recognised income and expense 1 January to 30 June 2021	pages 20
Statement of recognised income and expense 1 April to 30 June 2021	page 21
Group statement of changes in equity.....	pages 22-23
Condensed consolidated cash flow statement 1 January to 30 June 2021	page 24
Selected notes to consolidated financial statements	pages 25-50
Review report ⁵	page 51

(2) Extracted from: Munich Re – Group Annual Report 2020

Consolidated balance sheet as at 31 December 2020	pages 116-117
Consolidated income statement for the 2020 financial year	page 118
Statement of recognised income and expense for the 2020 financial year	page 119
Group statement of changes in equity for the 2020 financial year	pages 120-121
Consolidated cash flow statement for the 2020 financial year	page 122
Notes to the consolidated financial statements	pages 123-203
Independent auditor's report ⁶	pages 204-211

⁵ The English language translation of the German language review report (*Bescheinigung nach prüferischer Durchsicht*) refers to the English language translations of (i) the condensed interim consolidated financial statements in German language, comprising the consolidated balance sheet, consolidated income statement, statement of recognised income and expense, Group statement of changes in equity, condensed consolidated cash flow statement and selected notes to the consolidated financial statements, and (ii) the interim management report as at and for the period ended 30 June 2021 in German language as a whole and not solely to the condensed interim consolidated financial statements incorporated by reference. The interim management report is not incorporated by reference nor included in this Prospectus.

⁶ The independent auditor's report, prepared in accordance with § 322 German Commercial Code (*Handelsgesetzbuch*), refers to the consolidated financial statements in German language, comprising the consolidated balance sheet, consolidated income statement, statement of recognised income and expense, Group statement of changes in equity, consolidated cash flow statement and notes to the consolidated

(3) Extracted from: Munich Re – Group Annual Report 2019

Consolidated balance sheet as at 31 December 2019	pages 100-101
Consolidated income statement for the 2019 financial year	page 102
Statement of recognised income and expense for the 2019 financial year	page 103
Group statement of changes in equity for the 2019 financial year	pages 104-105
Consolidated cash flow statement for the 2019 financial year	page 106
Notes to the consolidated financial statements	pages 107-184
Independent auditor's report ⁷	pages 185-191

All of these pages shall be deemed to be incorporated by reference into, and to form part of, this Prospectus.

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 this Prospectus.

Electronic versions of the documents incorporated by reference are available on the website of the Issuer (<http://www.munichre.com>) and can be accessed by using the following hyperlinks:

(1) Munich Re – Half-Year Financial Report 2021:

https://www.munichre.com/content/dam/munichre/mrwebsiteslaunches/2021-half-year-financial-report/MunichRe-Half-Year-Financial-Report-2021-en.pdf/_jcr_content/renditions/original./MunichRe-Half-Year-Financial-Report-2021-en.pdf

(2) Munich Re – Group Annual Report 2020:

https://www.munichre.com/content/dam/munichre/mrwebsiteslaunches/2020-annual-report/MunichRe-Group-Annual-Report-2020-en.pdf/_jcr_content/renditions/original./MunichRe-Group-Annual-Report-2020-en.pdf

(3) Munich Re – Group Annual Report 2019:

https://www.munichre.com/content/dam/munichre/mrwebsiteslaunches/2019-annual-report/MunichRe-Group-Annual-Report-2019-en.pdf/_jcr_content/renditions/original./MunichRe-Group-Annual-Report-2019-en.pdf

financial statements together with the combined management report of the Issuer for the business year from 1 January to 31 December 2020. The combined management report is neither incorporated by reference nor included in this Prospectus.

⁷ The independent auditor's report, prepared in accordance with § 322 German Commercial Code (*Handelsgesetzbuch*), refers to the consolidated financial statements in German language, comprising the consolidated balance sheet, consolidated income statement, statement of recognised income and expense, Group statement of changes in equity, consolidated cash flow statement and notes to the consolidated financial statements together with the combined management report of the Issuer for the business year from 1 January to 31 December 2019. The combined management report is neither incorporated by reference nor included in this Prospectus.

Issuer

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Since 1 January 2020

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Until 31 December 2019

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