Investment Banking

Base Prospectus

for Tracker Certificates and
Open-End Tracker Certificates
dated 10 July 2019
Base Prospectus

for Tracker Certificates and Open-End Tracker Certificates
dated 10 July 2019

Vontobel Financial Products GmbH
Frankfurt am Main, Germany
(the "Issuer")

Bank Vontobel Europe AG
Munich, Germany
(in its capacity as offeror, the "Offeror" and
in its capacity as guarantor, the "German Guarantor", as the case may be)

Vontobel Holding AG
Zurich, Switzerland
(the "Swiss Guarantor", as the case may be;
the Swiss Guarantor and the German Guarantor together the "Guarantors" and each a "Guarantor")

This Base Prospectus dated 10 July 2019 follows the Base Prospectus dated 13 August 2018 as soon as it is no longer valid.
The Base Prospectus dated 13 August 2018 is valid until 16 August 2019.

Vontobel Financial Products GmbH (the “Issuer”) has made an application for approval of the Base Prospectus to the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – “BaFin”) as competent authority. The BaFin approved the Base Prospectus after completing a review of this document for completeness, including a review of the coherence and comprehensibility of the information provided pursuant to section 13 paragraph 1 sentence 2 WpPG. Following the date of approval of the Base Prospectus, events and changes may occur, which render the information contained in the Base Prospectus incorrect and/or incomplete. The Issuer will publish a supplement to the Base Prospectus in accordance with section 16 WpPG in case of a significant new factor or a material mistake or inaccuracy with respect to the information contained in the Base Prospectus.

The Base Prospectus must be read in connection with the information contained in (i) the registration document of the Issuer and the registration documents of Bank Vontobel Europe AG and Vontobel Holding AG (in their capacity as a guarantor, the “Guarantor”) which are incorporated by reference into the Base Prospectus (see chapter 13 of the Base Prospectus), (ii) the respective final terms of the offer as drawn up in connection with the Securities (the “Final Terms”) and (iii) any supplement to the Base Prospectus pursuant to section 16 WpPG. The Base Prospectus and any supplements thereto as well as the respective registration documents are accessible on the website prospectus.vontobel.com under the heading “Base Prospectus” or “Registration Forms” respectively, whereby the Final Terms for a particular issue are accessible by entry of the respective ISIN on the website prospectus.vontobel.com.

No one has the right to disseminate any information or make statements that are not included in the Base Prospectus in connection with the issue, sale and offering of the Securities. The Issuer, the Guarantors and the Offeror reject any liability for information from third parties that are not contained in the Base Prospectus.

Neither the Base Prospectus nor any supplements thereto nor the respective Final Terms shall constitute an offer or a solicitation to any person to buy any securities issued under the Base Prospectus (the “Securities”) and should not be construed as a recommendation of the Issuer, the Guarantors or the Offeror to purchase securities. The distribution of the Base Prospectus and the offer and sale of Securities may be subject to legal restrictions in certain jurisdictions. Persons into whose possession the Base Prospectus or Securities pass are obliged to inform themselves about and comply with such restrictions, in particular restrictions in connection with the distribution of the Base Prospectus and the offer or sale of Securities in the United States of America and the offer or sale of Securities in the member states of the European Economic Area. The Securities may only be offered or sold if all applicable securities laws and other provisions applicable in the jurisdiction in which the purchase, offer, sale or delivery of securities is intended or in which this Base Prospectus is distributed or held are complied with, and if all consents and approvals required under this jurisdiction for the purchase, offer, sale or delivery of securities have been obtained. The Issuer, Guarantors and the Offeror make no representation as to the legality of the distribution of the Base Prospectus and assume no responsibility that the distribution of the Base Prospectus or a public offering is permissible. For further information on selling restrictions, see section 6.9 of the Base Prospectus.

Potential investors in the Securities are explicitly reminded that an investment in Securities entails financial risks. Holders of Securities are exposed to the risk of losing all (total loss) or part of the amount invested by them in the Securities. No one should purchase the Securities without having detailed knowledge of their method of operation, the total costs involved and the related risk factors. Only those who are in no doubt about the risks and are financially able to bear the losses that may be associated with them should purchase these types of Securities. Potential investors should therefore carefully read the whole Base Prospectus, in particular the risk factors including any supplements thereto as well as the respective Final Terms, understand the terms and conditions of the issue in detail and assess the suitability of the relevant investment, in each case taking into account their own financial, tax and other circumstances. In cases of doubt, potential investors should seek advice by a competent investment, legal or tax advisor.
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1. Summary

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

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

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

Section A – Introduction and warnings

A.1 Warnings

The summary should be read as an introduction to the base prospectus dated 10 July 2019 as supplemented from time to time (the "Base Prospectus").

Any decision to invest in the securities (the "Securities") should be based on a consideration of the Base Prospectus as a whole, including the information incorporated by reference together with any supplements and the Final Terms published in connection with the issue of the Securities.

In the event that claims relating to the information contained in the Base Prospectus are brought before a court, the plaintiff investor might, under the national legislation of the states of the European Economic Area, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Vontobel Financial Products GmbH (the "Issuer") and Bank Vontobel Europe AG (in its capacity as the offeror, the "Offeror" and in its capacity as the guarantor, the "[German] Guarantor") have assumed responsibility for this summary including any translation thereof.

[However, Bank Vontobel Europe AG has assumed responsibility only with respect to the information relating to itself and to the guarantee under German law.] [However, Vontobel Holding AG has assumed responsibility only with respect to the information relating to itself and to the guarantee under Swiss law.]

Those persons which have assumed responsibility for this summary including any translation thereof, or persons responsible for the issue, can be held liable, but only in the event that the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or if, when read together with the other parts of the Base Prospectus, it does not provide all the key information required.

A.2 Consent to the use of the prospectus

The Issuer and the Offeror consent to the use of the Base Prospectus for a public offer of the Securities in [the Czech Republic], [and [Denmark]], [and [Finland]], [and [France]], [and [Italy]], [and [The Netherlands]], [and [Norway]] and [Sweden] ("Public Offer") (general consent).

The Issuer reserves the right to withdraw its consent to the use of the Base Prospectus with respect to certain distributors and/or all financial intermediaries.

Offer period for resale by financial intermediaries

The subsequent resale and final placing of the Securities by financial intermediaries may take place during the Offer Period. "Offer Period" means [the period beginning on [insert the start date of the public offer: ●] and ending with the term of the Securities (see C.15) (presumably on the [insert the valuation date of the Securities: ●]) in case the term of the Securities outlast the last day of validity of the Base Prospectus, add: or – in case that a base prospectus which follows the Base Prospectus has not been published on the website prospectus.vontobel.com under the heading “Base Prospectus” until the last date of the...

Conditions to which consent is linked

This consent by the Issuer and the Offeror is subject to the conditions (i) that the Base Prospectus and the Final Terms are provided to potential investors only together with all supplements published up to the time of such provision and (ii) that, in making use of the Base Prospectus and the Final Terms, the financial intermediary ensures that it complies with the applicable selling restrictions as well as all applicable rules and regulations in the respective jurisdiction.

Statement that information about the terms and conditions of the offer made by a financial intermediary must be made available by the latter

If the offer for the purchase of the Securities is made by a financial intermediary, the information about the terms and conditions of the offer must be made available by the respective financial intermediary at the time the offer is made.

SECTION B – ISSUER AND GUARANTOR

B.1 Legal and commercial name

The legal and commercial name of the Issuer is Vontobel Financial Products GmbH.

B.2 Domicile, legal form, applicable legislation and country of incorporation

The domicile of the Issuer is Frankfurt am Main, Germany. Its business address is: Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Germany.

The Issuer is a limited liability company (Gesellschaft mit beschränkter Haftung) incorporated under German law in Germany and is registered with the commercial register of the local court (Amtsgericht) at Frankfurt am Main under the register number HRB 58515.

B.4b Known trends

The Issuer’s business is in particular affected by the economic development, especially in Germany and Europe, as well as by the overall conditions in the financial markets. In addition, the political environment also affects the Issuer’s business. Furthermore, possible regulatory changes may have a negative impact on the demand or the cost side for the Issuer.

B.5 Group structure and position of the Issuer within the group

The Issuer has no subsidiaries. All of the shares in the Issuer are held by Vontobel Holding AG, the parent company of the Vontobel group (the “Vontobel Group”).

Established in 1924 and headquartered in Zurich, the Vontobel Group is a Swiss private banking group with international activities. The Vontobel Group provides global financial services on the basis of the Swiss private banking tradition. The business units on which the Vontobel Group is focused are (i) Private Banking, (ii) Asset Management and (iii) Investment Banking.

B.9 Profit forecasts or estimates

– not applicable –

A profit forecast or estimate has not been included.

B.10 Qualifications in the audit report on the historical financial information

– not applicable –

There are no such qualifications.

B.12 Selected key historical financial information

The following selected financial information has been taken from the Issuer’s audited financial statements for the financial years 2017 and 2018 which were prepared in accordance with the provisions of the German Commercial Code (Handelsgesetzbuch) and the German Law on Limited Liability Companies (Gesetz betreffend die Gesellschaften mit beschränkter Haftung).

**Balance Sheet**

<table>
<thead>
<tr>
<th></th>
<th>31 DECEMBER 2017 (EUR)</th>
<th>31 DECEMBER 2018 (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscribed capital</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Capital reserves</td>
<td>2,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Issuance liabilities</td>
<td>1,775,673,062</td>
<td>1,726,522,817</td>
</tr>
</tbody>
</table>
Receivables from affiliated companies

1,775,739,225

1,727,182,617

Bank balances

2,794,745

2,398,423

Total assets

1,792,365,993

1,741,190,981

Income Statement

1 JANUARY TO 31 DECEMBER 2017

(EUR)

1 JANUARY TO 31 DECEMBER 2018

(EUR)

Realised and unrealised gains and losses from the issuance business

-169,920,453

433,490,484

Realised and unrealised gains and losses from hedging transactions

175,348,590

-426,575,368

Other operating expenses

4,412,343

5,811,408

Result from ordinary activities

516,203

639,621

Net income for the year

347,332

439,374

Statement about the Issuer’s prospects

There have been no material adverse changes in the prospects of the Issuer since the reporting date for the audited annual financial statements (31 December 2018).

Statement about changes in the Issuer’s position

– not applicable –

No significant changes have occurred in the financial or trading position of the Issuer since the reporting date for the audited financial statements (31 December 2018).

Recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer’s solvency

– not applicable –

There have been no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer’s solvency.

Group structure and position of the Issuer within the group

With respect to the organizational structure, see B.5 above.

Dependence of the Issuer on other entities within the group

– not applicable –

The Issuer has no subsidiaries. Since all of the shares in the Issuer are held by Vontobel Holding AG, the parent company of the Vontobel Group, the Issuer is, however, dependent on Vontobel Holding AG.

Description of the Issuer’s principal activities

The Issuer’s principal activity is to issue securities and derivative securities and to carry out financial transactions and auxiliary transactions of financial transactions. Activities that require authorisation under the German Banking Act (Gesetz über das Kreditwesen) are excluded. The Issuer may furthermore conduct all business activities that are directly or indirectly related to its main purpose and also carry out all activities that could directly or indirectly serve to promote the main purpose of the Issuer. The Issuer may also set up, acquire, or dispose of subsidiaries or branches in Germany and other countries, or acquire interests in other companies.

Interests in and control of the Issuer

All of the shares in the Issuer are held by Vontobel Holding AG, the parent company of the Vontobel Group. There is no control agreement and no profit and loss transfer agreement between the Issuer and Vontobel Holding AG.

The major shareholders of Vontobel Holding AG (Vontobel Foundation, Vontrust AG, Advontes AG, Pellegrinus Holding AG, and an extended pool) are parties to a pooling agreement.
agreement. As of 31 December 2018, 50.7% of all shares of Vontobel Holding AG issued are bound by the pooling agreement.

B.18 Description of the nature and scope of conditions (the "Terms and Conditions") of the Securities issued under the Base Prospectus is guaranteed by the Guarantor (the "Guarantee").

[in relation to Securities which are guaranteed by Bank Vontobel Europe AG:

Upon first written demand by the respective security holders (the "Security Holders") and their written confirmation that an amount under the Securities has not been paid when due by the Issuer, Bank Vontobel Europe AG as the Guarantor shall pay to them all amounts required to fulfil the intent and purpose of the Guarantee. The intent and purpose of the Guarantee is to ensure that the Security Holders, under any and all circumstances, whether factual or legal, and irrespective of the validity or the enforceability of the obligations of the Issuer, or any other reasons on the basis of which the Issuer may fail to fulfil its payment obligations, receive on the respective due date and all sums payable on the maturity date in accordance with the Terms and Conditions of the Securities.

The Guarantee constitutes a contract in favour of the Security Holders as third party beneficiaries pursuant to section 328 paragraph (1) of the German Civil Code (Bürgerliches Gesetzbuch). The form and content of the Guarantee as well as all rights and duties arising therefrom are governed exclusively by the laws of Germany. Non-exclusive court of venue for all litigation with the Guarantor and arising from the legal relations established under the Guarantee is Munich.

[in relation to Securities which are guaranteed by Vontobel Holding AG:

The Guarantee represents an independent, unsecured and unsubordinated obligation of the Guarantor. Upon first demand by the respective security holders (the "Security Holders") and their written confirmation that an amount under the Securities has not been paid when due by the Issuer, Vontobel Holding AG as the Guarantor will pay to them immediately all amounts required to fulfil the intent and purpose of the Guarantee. The intent and purpose of the Guarantee is to ensure that, under all factual or legal circumstances and irrespective of motivations, defences, or objections on the grounds of which payments may fail to be made by the Issuer, and irrespective of the effectiveness and enforceability of the obligations of the Issuer under the Securities, the Security Holders receive the amounts payable on the redemption date and in the manner specified in the Terms and Conditions.

The Guarantee represents an independent guarantee under Swiss law. All rights and obligations arising from the Guarantee are subject in all respects to Swiss law. The courts of law of the Canton of Zurich have exclusive jurisdiction over all actions and legal disputes relating to the Guarantee. The place of jurisdiction is Zurich 1.

[in case of Bank Vontobel Europe AG as (German) Guarantor, insert:

B.19 Legal and commercial name of the Guarantor

The German Guarantor's legal and commercial name is Bank Vontobel Europe AG.

B.19 Domicile, legal form, applicable legislation and country of incorporation of the Guarantor

The German Guarantor is domiciled in Munich, Germany. Its business address is: Alter Hof 5, 80331 Munich, Germany.

The German Guarantor is a stock corporation (Aktiengesellschaft) incorporated under German law in Germany. The German Guarantor is registered with the commercial register of the local court (Amtsgericht) at Munich under the register number HRB 133419.

B.19 Known trends relating to the Guarantor

The prospects of the German Guarantor are influenced in context of the continuing business operations of the companies of the Vontobel-Group, by changes in the environment (markets, regulations), as well as by market, liquidity, credit and operational risks usually assumed with the launch of new activities (new products and services, new markets) and by reputational risks. In addition to the various market factors such as interest rates, credit spreads, exchange rates, prices of shares, prices of commodities and corresponding volatilities, the current monetary and interest rate policies of central banks are particularly to be mentioned as key influence factors.
Group structure and position of the Guarantor within the group

All shares of the German Guarantor are held by the group parent company, Vontobel Holding AG, Zurich, Switzerland. The German Guarantor has no subsidiaries.

Profit forecasts or estimates of the Guarantor

– not applicable –
A profit forecast or estimate has not been included.

Qualifications in the audit report of the Guarantor on historical financial information

– not applicable –
There are no such qualifications.

Selected key historical financial information of the Guarantor

The following selected financial information has been taken from the Guarantor’s audited financial statements for the financial years 2017 and 2018 which were prepared in accordance with the applicable statutory provisions (German Stock Corporation Act (Aktiengesetz); German Commercial Code (Handelsgesetzbuch); and the German Accounting Directive for Banks and Financial Services Providers (Verordnung über die Rechnungslegung der Kreditinstitute und Finanzdienstleistungsstätten, “RechKredV“)) as specified by the German Accounting Law Modernisation Act (Bilanzrechtsmodernisierungsgesetz). In accordance with section 1 RechKredV in conjunction with section 2 RechKredV, the Guarantor prepared its balance sheet using Form 1 and its income statement using Form 3 (vertical presentation format) with supplementary items.

### Balance Sheet

<table>
<thead>
<tr>
<th></th>
<th>31 DECEMBER 2017</th>
<th>31 DECEMBER 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total assets</td>
<td>244,506</td>
<td>283,671</td>
</tr>
<tr>
<td>Liabilities to banks</td>
<td>344</td>
<td>447</td>
</tr>
<tr>
<td>Liabilities to customers</td>
<td>156,312</td>
<td>191,915</td>
</tr>
<tr>
<td>Cash reserve</td>
<td>105,994</td>
<td>120,245</td>
</tr>
<tr>
<td>Loans and advances to banks</td>
<td>31,408</td>
<td>39,822</td>
</tr>
<tr>
<td>Loans and advances to customers</td>
<td>44,758</td>
<td>58,057</td>
</tr>
<tr>
<td>Debt securities and other fixed-income securities</td>
<td>53,846</td>
<td>53,470</td>
</tr>
<tr>
<td>Total Equity</td>
<td>78,028</td>
<td>79,317</td>
</tr>
</tbody>
</table>

### Income Statement

<table>
<thead>
<tr>
<th></th>
<th>1 JANUARY TO 31 DECEMBER 2017</th>
<th>1 JANUARY TO 31 DECEMBER 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>1,583</td>
<td>1,158</td>
</tr>
<tr>
<td>Interest expenses</td>
<td>1,424</td>
<td>1,150</td>
</tr>
<tr>
<td>Commission income</td>
<td>35,292</td>
<td>49,587</td>
</tr>
<tr>
<td>Other operating income</td>
<td>1,428</td>
<td>1,973</td>
</tr>
<tr>
<td>General and administrative expenses</td>
<td>-30,505</td>
<td>-32,064</td>
</tr>
</tbody>
</table>

Statement about the Guarantor’s prospects

There have been no material adverse changes in the prospects of the German Guarantor since the reporting date for the audited annual financial statements (31 December 2018).
Statement about changes in the Guarantor’s position

No significant changes have occurred in the financial or trading position of the German Guarantor since the reporting date for the audited annual financial statements (31 December 2018).

B.19 with B.13
Recent events particular to the Guarantor which are to a material extent relevant to the evaluation of the Guarantor’s solvency – not applicable –

There have been no recent events particular to the German Guarantor which are to a material extent relevant to the evaluation of the German Guarantor’s solvency.

B.19 with B.14
Group structure and position of the Guarantor within the group

Dependence of the Guarantor on other entities within the group

The German Guarantor has no subsidiaries. Since all of the shares in the German Guarantor are held by Vontobel Holding AG, the parent company of the Vontobel Group, the German Guarantor is, however, dependent on Vontobel Holding AG.

B.19 with B.15
Description of the principal activities of the Guarantor

Pursuant to Article 2 of the Articles of Association dated 2 May 2010, the corporate purpose of the Guarantor comprises the performance of banking activities covering deposit business, credit business, principal broking services, safe custody business, guarantee business, checking account business and underwriting business. Furthermore, the corporate purpose of the Guarantor comprises the performance of financial services which comprises investment broking, investment advice, placement business, contract broking, financial portfolio management, proprietary trading, non-EEA deposit broking, rendering of banking related supporting services and all other business which may directly or indirectly support the object of the Guarantor.

B.19 with B.16
Interests in and control of the Guarantor

All of the shares in the German Guarantor are held by Vontobel Holding AG, the parent company of the Vontobel Group.

The major shareholders of Vontobel Holding AG (Vontobel Foundation, Vontrust AG, Advontes AG, Pellegrinus Holding AG, and an extended pool) are parties to a pooling agreement. As of 31 December 2018, 50.7% of all shares of Vontobel Holding AG issued are bound by the pooling agreement.]

B.19 with B.2
Legal and commercial name of the Guarantor

The Swiss Guarantor’s legal and commercial name is Vontobel Holding AG.

B.19 with B.2
Domicile, legal form, applicable legislation and country of incorporation of the Guarantor

The Swiss Guarantor is domiciled in Zurich. Its business address is: Gotthardstrasse 43, 8002 Zurich, Switzerland.

The Swiss Guarantor is a stock corporation (Aktiengesellschaft) under Swiss law listed on the SIX Swiss Exchange AG and was incorporated in Switzerland. The Swiss Guarantor is entered in the commercial register of the Canton of Zurich under register number CH-020.3.928.014-4.

B.19 with B.4b
Known trends

The prospects of Vontobel Holding AG are influenced in context of the continuing business operations of the companies of Vontobel-Group, by changes in the environment (markets, regulations), as well as by market, liquidity, credit and operational risks usually assumed with the launch of new activities (new products and services, new markets) and by reputational risks. In addition to the various market factors such as interest rates, credit spreads, exchange rates, prices of shares, prices of commodities and corresponding volatilities, the current monetary and interest rate policies of central banks are particularly to be mentioned as key influence factors.

B.19 with B.5
Group structure and position of the Guarantor within the group

The Swiss Guarantor is the parent company of the Vontobel Group which consists of banks, capital markets companies and other Swiss and foreign companies. The Swiss Guarantor holds all of the shares in the Issuer.
B.19 with B.9
Profit forecasts or estimates of the Guarantor
– not applicable –
A profit forecast or estimate has not been included.

B.19 with B.10
Qualifications in the audit report on historical financial information of the Guarantor
– not applicable –
There are no such qualifications.

B.19 with B.12
Selected key historical financial information of the Guarantor

The following selected financial information has been taken from the audited consolidated annual financial statements of the Vontobel Group for the financial years 2017 and 2018 which have been prepared in accordance with International Financial Reporting Standards (IFRS).

### INCOME STATEMENT

<table>
<thead>
<tr>
<th></th>
<th>31 DECEMBER 2017</th>
<th>31 DECEMBER 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total operating income</td>
<td>1,060.1*</td>
<td>1,157.8</td>
</tr>
<tr>
<td>thereof net interest income</td>
<td>68.5*</td>
<td>71.8</td>
</tr>
<tr>
<td>thereof fee and commission income</td>
<td>692.9</td>
<td>785.7</td>
</tr>
<tr>
<td>thereof trading income</td>
<td>288.8</td>
<td>295.1</td>
</tr>
<tr>
<td>thereof other income</td>
<td>9.9</td>
<td>5.1</td>
</tr>
<tr>
<td>Operating expense</td>
<td>800.8*</td>
<td>881.6</td>
</tr>
<tr>
<td>thereof personnel expense</td>
<td>532.6</td>
<td>570.1</td>
</tr>
<tr>
<td>thereof general expense</td>
<td>265.0</td>
<td>246.7</td>
</tr>
<tr>
<td>thereof depreciation, amortization</td>
<td>61.0</td>
<td>68.8</td>
</tr>
<tr>
<td>thereof valuation adjustments, provisions and losses</td>
<td>2.2*</td>
<td>-4.0</td>
</tr>
<tr>
<td>Group net profit</td>
<td>209.0</td>
<td>232.2</td>
</tr>
</tbody>
</table>

* The figure regarding net interest income has been changed. The previous year’s figures (Total operating income: 1,060.3; net interest income: 68.7; Total operating expense: 801.0; valuation adjustements, provisions and losses: 2.4) have been adjusted accordingly.

### BALANCE SHEET

<table>
<thead>
<tr>
<th></th>
<th>31 DECEMBER 2017</th>
<th>31 DECEMBER 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total assets</td>
<td>22,903.7</td>
<td>26,037.3</td>
</tr>
<tr>
<td>Shareholders’ equity (excluding minority interests)</td>
<td>1,620.5</td>
<td>1,703.5</td>
</tr>
<tr>
<td>Due to customers</td>
<td>9,758.2</td>
<td>12,649.2</td>
</tr>
</tbody>
</table>

### BIS CAPITAL RATIOS

<table>
<thead>
<tr>
<th></th>
<th>31 DECEMBER 2017</th>
<th>31 DECEMBER 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>CET1 capital ratio (%)</td>
<td>18.4</td>
<td>12.3</td>
</tr>
<tr>
<td>Tier 1 capital ratio (%)</td>
<td>18.4</td>
<td>18.9</td>
</tr>
<tr>
<td>Total capital ratio (%)</td>
<td>18.4</td>
<td>18.9</td>
</tr>
<tr>
<td>Risk ratio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Value at Risk (market risk)</td>
<td>2.5</td>
<td>5.4</td>
</tr>
</tbody>
</table>

1) The Bank for International Settlements (BIS) is the oldest international organisation in the area of finance. It manages parts of the international foreign exchange reserves and is thus de facto regarded as the bank of the world’s central banks. The BIS is based in Basel (Switzerland). It publishes capital adequacy requirements and related equity ratios.

2) At present, Vontobel’s equity consists exclusively of Common Equity Tier 1 capital.
3) Tier 1 capital is also referred to as core capital. It is a component of a bank's capital and consists primarily of paid-in capital (share capital) and retained earnings (revenue reserves, liability reserve, fund for general banking risks).

4) Average Value at Risk 12 months for positions in the Financial Products division of the Investment Banking business unit. Historical simulation Value at Risk; 99% confidence level; 1-day holding period; 4-year historical observation period.

Statement about the Guarantor’s prospects since the reporting date for the most recent audited annual financial statements (31 December 2018).

Statement about changes in the Guarantor’s position No significant changes have occurred in the financial or trading position of the Vontobel Group since the reporting date for the audited financial statements (31 December 2018).

Recent events particular to the Guarantor which are to a material extent relevant to the evaluation of the Guarantor’s solvency – not applicable –

There have been no recent events particular to the Swiss Guarantor which are to a material extent relevant to the evaluation of the Swiss Guarantor’s solvency.

Group structure and position of the Guarantor within the group/ The Swiss Guarantor is the parent company of the Vontobel Group. With respect to other aspects of the organisational structure, see B.19 with B.5 above.

Dependence of the Guarantor on other entities within the group The business activities of the Swiss Guarantor are therefore affected in particular by the Guarantor on other situation and activities of the operating (consolidated) Vontobel companies.

Description of the principal activities of the Guarantor Pursuant to Article 2 of the Articles of Association, the object of Vontobel Holding AG is to invest in companies of all types in Switzerland and abroad. The Swiss Guarantor may acquire, encumber and sell property in Switzerland and abroad. It may also transact any business that may serve to realise its business objective.

The Vontobel Group is a Swiss private banking group with international activities headquartered in Zurich. It specialises in asset management for private and institutional clients and partners and carries out its activities in three business units, Private Banking, Investment Banking and Asset Management.

The major shareholders of Vontobel Holding AG (Vontobel Foundation, Vontrust AG, Advontes AG, Pellegrinus Holding AG, and an extended pool) are parties to a pooling agreement. As of 31 December 2018, 50.7% of all shares of Vontobel Holding AG issued are bound by the pooling agreement.

The Securities are tradable [only in case of Italian Uncertificated Certificates: and characterized as securitized derivatives according to the current rules and instructions of Borsa Italiana S.p.A.][Securities]. The level of the [Cash Amount][redemption amount] (see Element C.15 below) depends on the performance of the [respective] Underlying (see Elements C.15 and C.20 below).

Form of the Securities

[Securities in the form of German Global Certificates: The Securities [of each Series] represent bearer bonds in accordance with section 793 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") and will be evidenced by a global certificate (Sammelurkunde) in accordance with section 9 a of the German Securities Custody Act (Depotgesetz) (the "Global Certificate"). The Global Certificate will be deposited with the Central Securities Depository (as defined below). No definitive securities will be issued.]
[Securities in the form of Swiss Uncertificated Securities: The Securities [of each Series] represent intermediated securities (the "Intermediated Securities") within the meaning of the Swiss Federal Act on Intermediated Securities (Bundesgesetz über Bucheffekten, "BEG"). They will be issued initially in dematerialised form pursuant to article 973 c of the Swiss Civil Code (Zivilgesetzbuch) (law of obligations) as uncertificated securities (Wertrechte). Uncertificated securities are created by the Issuer by registration with a register of uncertificated securities maintained by the Issuer. These uncertificated securities are then registered with the main register of the Central Securities Depository. When the uncertificated securities are registered with the main register of the Central Securities Depository and credited in one or more securities accounts, Intermediated Securities are created in accordance with article 6 (1) c) BEG.]

[Securities in the form of Danish Uncertificated Securities: The Securities [of each Series] will be issued in uncertificated and dematerialised book-entry form and will only be evidenced by book entries in the system of the Central Securities Depository (as defined below) for registration of securities and settlement of securities transactions (the "Clearing System") in accordance with Consolidated Act No. 1530 of 2 December 2015 on Security Trading etc. (the "Securities Trading Act"), as amended from time to time and the Executive Orders issued thereunder including Executive Order No. 819 of 26 June 2013 on the registration of dematerialised securities in a central securities depository (Bekendtgørelse om registrering m.v. af fondsaktiver i en værdipapircentral) (the "Registration Order"). Transfers of Securities and other registration measures shall be made in accordance with the Securities Trading Act, the Registration Order and the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository from time to time. The Securities will be issued in uncertificated and dematerialised book-entry form and no global bearer securities or definitive securities will be issued in respect thereof. The Securities issued and cleared through the Central Securities Depository are transferable instruments and not subject to any restrictions on their transferability within Denmark. The Issuer is entitled to receive from the Central Securities Depository, at its request, a transcript of the register for the Securities.]

[Securities in the form of Dutch Uncertificated Securities: The Securities [of each Series] will be registered in uncertificated book-entry form with the Netherlands Centraal Instituut voor Giraal Effectenverkeer B.V., Herengracht 459-469, 1017 BS Amsterdam, The Netherlands ("Euroclear Nederland"). No Securities in definitive form will be issued. The Securities are subject to the Dutch Securities Giro Act (Wet giraal effectenverkeer, "Wge") (as amended from time to time) and the applicable rules issued by Euroclear Nederland. Delivery (uitlevering) of Securities will only be possible in the limited circumstances prescribed by the Wge. The Security Holders shall receive co-ownership participations in and/or rights with respect to the Global Security which are transferable in accordance with the Wge and the rules and regulations applicable to and/or issued by Euroclear Nederland.]

[Securities in the form of Finnish Registered Securities: The Securities [of each Series] will be in dematerialised form and will only be evidenced by book entries in the system of the Central Securities Depository for registration of securities and settlement of securities transactions in accordance with the Finnish Act on Book-Entry Accounts (827/1991, as amended and/or re-enacted from time to time) and the Finnish Act on the Book-Entry System and Clearing Operations (348/2017, as amended and/or re-enacted from time to time) to the effect that there will be no certificated securities.]

[Securities in the form of French Dematerialized Bearer Securities: The Securities [of each Series] will be issued in bearer dematerialized form (titres au porteur dématérialisés). Title to the Securities will be evidenced by book entries (inscription en compte) in the system of Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France ("Euroclear France"), acting as central securities depository and which shall credit the accounts of the relevant account holders in accordance with the provisions of the French Code Monétaire et Financier relating to Holding of Securities (currently, Articles L. 211-3 et seq. and R. 211-1.
et seq. of the French Code Monétaire et Financier). No physical document of title (including certificats représentatifs pursuant to Article R. 211-7 of the French Code Monétaire et Financier) will be issued in respect of the Securities. Transfers of the Securities and other registration measures shall be made in accordance with the French Code Monétaire et Financier, the regulations, rules and operating procedures applicable to and/or issued by Euroclear France.

[Securities in the form of Italian Uncertificated Certificates: The Securities [of each Series] are issued in bearer uncertificated and dematerialised book-entry form pursuant to the Italian Financial Services Act (Testo Unico della Finanza) and cleared through and registered at the Central Securities Depository (as defined below) in accordance with the Legislative Decree No. 58, dated 24 February 1998 and the relevant implementing rules governing central depositories, settlement services, guarantee systems and related management companies, issued by Bank of Italy and the Italian securities regulator (Commissione Nazionale per le Società e la Borsa - "CONSOB"). No physical securities, such as global temporary or permanent securities or definitive securities will be issued in respect of the Italian Uncertificated Certificates.]

[Securities in the form of Norwegian Registered Securities: The Securities [of each Series] will be in dematerialized registered form and will only be evidenced by book entries in the system of the Central Securities Depository (as defined below) for registration of securities and settlement of securities transactions in accordance with the Norwegian Securities Register Act (lov om registrering av finansielle instrumenter 2002 5. juli nr. 64). There will be neither global bearer securities nor definitive securities and no physical securities will be issued in respect of the Securities. Securities issued through the Central Securities Depository must comply with the Norwegian Securities Trading Act, and the procedures applicable to and/or issued by the Central Securities Depository from time to time and as amended from time to time. Transfers of the title to the Securities and other registration measures shall be made in accordance with the Norwegian Securities Register Act (lov om registrering av finansielle instrumenter 2002 5. juli nr. 64), the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository (the "Norwegian CSD Rules").]

[Securities in the form of Swedish Registered Securities: The Securities [of each Series] will be in dematerialised form and will only be evidenced by book entries in the system of the Central Securities Depository (as defined below) for registration of securities and settlement of securities transactions in accordance with Chapter 4 of the Swedish Financial Instruments Accounts Act (lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument) (the "SFIA Act") to the effect that there will be no certificated securities.]

Central Securities Depository

[Securities in the form of German Global Certificates: Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany]

[Securities in the form of Swiss Uncertificated Securities: SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland]

[Securities in the form of Danish Uncertificated Securities: VP SECURITIES A/S, Weidekampsgade 14, P.O. Box 4040, 2300 Copenhagen S, Denmark]

[Securities in the form of Dutch Uncertificated Securities: Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., Herengracht 459-469, 1017 BS Amsterdam, The Netherlands (Euroclear Nederland)]

[Securities in the form of Finnish Registered Securities: Euroclear Finland Oy, PL 1110, Urho Kekkosenkatu 5C, 00101 Helsinki, Finland]

[Securities in the form of French Dematerialized Bearer Securities: Euroclear France, 66 rue de la Victoire 75009 Paris, France]

[Securities in the form of Italian Uncertificated Certificates: Monte Titoli S.p.A., Piazza degli Affari, 6, 20123 Milan, Italy]

[Securities in the form of Norwegian Registered Securities: Norwegian Central Securities Depository VPS ASA, P.O. Box 4, 0051, Oslo, Norway]
Securities in the form of Swedish Registered Securities: Euroclear Sweden AB, Klarabergsviadukten 63, Box 191, SE-101 23 Stockholm, Sweden

Securities identification numbers

ISIN: [●]
[WKN: [●]]
[Valor: [●]]
[NGM Symbol: [●]]
[Mnemonic: [●]]

[insert additional securities identification number(s), if applicable: [●]]

C.2 Currency of the issue

The currency of the Securities is ● (the "Settlement Currency"). [All references to ● should be understood as references to [insert details of the Currency: ●].]

C.5 Description of any restrictions on the transferability of the securities

– not applicable –
Each Security is freely transferable.

C.8 Description of the rights attached to the securities including ranking and limitations to those rights

Redemption
The Securities grant the Security Holder the right to require the Issuer to redeem the Securities on maturity [or exercise] [or termination] by the payment of a Cash Amount, as described in C.15.

The Issuer has the right to adjust the Terms and Conditions or terminate the Securities extraordinarily upon the occurrence of certain events. If a market disruption event occurs on a Valuation Date (see C.16), the Issuer may postpone the Valuation Date and, where necessary, determine a rate, level or price for the Underlying that is relevant for the valuation of the Securities in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

[In the case of Securities with triparty collateral management (TCM), insert:

Securities with triparty collateral management (TCM)

Securities with TCM are collateralised by an agreement entered into by Bank Vontobel AG, Zurich, as collateral provider, SIX Repo AG, acting as a direct representative for and in the name of the Security Holder as collateral taker, SIX SIS AG, acting as custodian and collateral manager, and Vontobel Financial Products GmbH as the Issuer (the "Framework Agreement").

The collateral provider provides corresponding collateral. The collateral is pledged in favour of the investors, who are represented for this purpose by the collateral taker. The collateral is used for the purpose of satisfying the liabilities of the Issuer to the investors in the event of insolvency or similar events (e.g. payment default, restructuring, liquidation etc.) or in the event of under-collateralisation. The collateral is selected by the collateral provider and deposited with SIX SIS AG in a segregated TCM account and securities account in the name of the collateral provider.

The costs of the TCM collateralisation (including the lending costs for the collateral required) are reflected in the pricing of the Securities and thus borne indirectly by the investors. A liquidation event also results in the (early) termination of the Securities.]

Governing law

The form and content of [each Series of] the Securities as well as all rights and obligations of the Issuer and of the Security Holders are determined in accordance with [German law] [Swiss law], except that the registration of [Finnish] [French] [Norwegian] [Swedish] Registered Securities [or] [[Danish] [Dutch] [Italian] Uncertificated Certificates] is governed by [Danish] [Dutch] [Finnish] [French] [Norwegian] [Swedish] [Italian] law.

[in case of Securities guaranteed by the German Guarantor: The form and content of the German Guarantee and all rights and obligations arising from it are determined in accordance with German law.]
in the case of Securities guaranteed by the Swiss Guarantor: The form and content of the Swiss Guarantee and all rights and obligations arising from it are determined in accordance with Swiss law.

Ranking of the Securities

The obligations arising from the Securities constitute direct and unsecured obligations of the Issuer that rank pari passu in relation to one another and in relation to all other unsecured and unsubordinated obligations of the Issuer, with the exception of obligations that have priority due to mandatory statutory requirements. The obligations of the Issuer are not secured by assets of the Issuer.

In the case of Securities with triparty collateral management (TCM), insert:

The collateralisation described above in connection with triparty collateral management (TCM) uses assets of the collateral provider, Bank Vontobel AG, Zurich.

Limitations to the rights

In the case of Open-End Tracker Certificates, insert: The Issuer has the right to terminate all of the Securities ordinarily by the payment of a cash amount and thereby to end the term of the Securities early.

In accordance with the Terms and Conditions, the Issuer may make adjustments upon the occurrence of defined events in order to reflect relevant changes or events relating to the respective Underlying (as defined in Element C.20 below), or may terminate the Securities extraordinarily. In case of an extraordinary termination, all investors will lose their rights described above in their entirety. There is a risk that the termination amount paid will be equal to zero (0).

In the event that a market disruption event occurs, there may be a delay in valuing the Security in relation to the Underlying, and this may affect the value of the Securities and/or delay the payment of the Cash Amount. In such cases, the Issuer may, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), determine a rate, level or price for the Underlying that is relevant for the purposes of valuing the Securities.

C.11 Admission to trading on a [if an admission to trading on a regulated market or other equivalent markets is not intended, insert: – not applicable –]

An admission of the Securities to trading on a regulated market or other equivalent markets is not intended.

[if an admission to trading on a regulated market or other equivalent markets is intended, insert: Application [will][has been] be made for the Securities to be admitted to trading on [the regulated market of Euronext [Amsterdam N.V.][Paris S.A.]](and) [insert any further/other exchange(s) for which an application for admission to trading on the regulated or other equivalent markets will be made: ●].]

[if (only) inclusion in a regulated unofficial market is intended, insert: Application [will][has been] be made for the Securities to be [only][additionally] included in [the regulated unofficial market of] [the Nordic Growth Market (Nordic Derivatives Exchange [Denmark][Finland][Norway][Sweden], NDX), [the Mercato SeDeX of Borsa Italiana S.p.A.] [the following exchanges:] [insert any exchange(s) for which an application will be made to include the Securities in a regulated unofficial market: ●]].]

[The date on which the Securities [were] [are expected to be [included in] [and] [admitted to] trading is ●.]}

The date on which the Securities [were] [are expected to be [included in] [and] [admitted to] trading is ●.

C.15 Description of how the value of the investment is affected by the value of the underlying instrument

The Securities have a derivative component, i.e. they are financial instruments whose value is derived from the value of another reference instrument, known as the Underlying [in the form of a basket consisting of a number of basket constituents]. Investors have the opportunity of participating in the performance of the Underlying [in the form of a basket consisting of a number of basket constituents] without purchasing [the respective Underlying] [the respective basket constituents]. Because of various features of the Securities, an investment in
these Securities is not comparable to a direct investment in [the Underlying] [the basket constituents].

The characteristic feature of [Open-End] Tracker Certificates is that they reproduce the performance of the Underlying virtually 1:1, taking into account [the ratio,] [the strike,] any currency conversion, and the other features of the Security. Certain features such as [a management fee] [a performance fee] [the Quanto fee (in the amount of the Quanto interest rate which is charged as a fee for protection against currency risks)] [and] the lack of [full] participation in distributions of the Underlying [(or of its constituents)] will result in a divergence from the 1:1 replication of the performance of the Underlying.

[in the case of Tracker Certificates with a finite term, insert:]
Tracker Certificates entitle the holder to the payment of a cash amount on the Maturity Date. The Tracker Certificates only allow for automatic exercise at the end of their term.

[in the case of a single underlying, insert:]

Cash Amount

The cash amount for the Tracker Certificates is dependent on the performance of the Underlying. The level of the respective cash amount is determined by the reference price of the Underlying (see C.19) on the Valuation Date (see C.16).

The cash amount [is equal to the reference price of the Underlying taking into account the ratio][is determined on the basis of the performance of the Underlying and is equal to the product of the strike and the percentage performance of the Underlying][is calculated from the [strike][initial price of the Underlying] multiplied by [the ratio and] the performance of the Underlying].

[in the case of a basket as the underlying, insert:]

Cash Amount

The cash amount for the Tracker Certificates is dependent on the performance of the Underlying. The level of the respective cash amount is determined by the reference prices of the basket constituents (see C.19) on the Valuation Date (see C.16).

The cash amount is equal to the value of the basket taking into account the ratio. The value of the basket is equal to the total value of all the basket constituents. The value of a basket constituent is determined by multiplying the number of a basket constituent by its reference price on the Valuation Date.

[in the case of Open-End Tracker Certificates, insert:]
Open-End Tracker Certificates entitle the holder to the payment of a cash amount on the Maturity Date. It should be noted in this context that Open-End Tracker Certificates have no fixed term, and that therefore the precise Maturity Date is not specified in advance but is determined depending on the exercise of the Securities by the Security Holder or the termination of the Securities by the Issuer (see C.16).

Cash Amount

The cash amount for the Open-End Tracker Certificates is dependent on the performance of the Underlying. The level of the respective cash amount is determined by the reference price of the Underlying (see C.19) on the Valuation Date (see C.16).

The cash amount [is equal to the [reference price][valuation price] of the Underlying taking into account the ratio][is determined on the basis of the performance of the Underlying and is equal to the product of the strike and the percentage performance of the Underlying][is calculated from the [strike][initial price of the Underlying] multiplied by [the ratio and] the performance of the Underlying][is equal to the value of the basket taking into account the ratio. The value of the basket is equal to the total value of all the basket constituents. The value of a basket constituent is determined by multiplying the number of a basket constituent by its reference price on the Valuation Date]. [The valuation price of the Underlying is equal in principle to the total of the closing prices of the basket constituents determined by the Calculation Agent on the respective
exchanges on the Valuation Date, multiplied in each case by the corresponding number of basket constituents in the basket.]

[additionally in the case of Securities with a management or Quanto fee: In addition, the annualised management fee and the annualised Quanto fee [and the performance fee] are deducted [cumulatively] when calculating the cash amount, reducing its value.]

Underlying: • (for more details, see C.20)
[Strike: •]
[Initial price of the Underlying: •]
[Ratio: •]
[Performance: On each [exchange day] the relevant performance for that [exchange day] is calculated by dividing the [price] of the Underlying on the relevant [exchange day] by the [price] of the Underlying on the [exchange day] immediately preceding the relevant [exchange day]. The product of each one of the individual performances calculated in this manner during the term forms the performance of the Underlying.]

[Fixing Date: •]
[Term: •]
[Management Fee: •]
[Quanto Interest Rate: •]
[Performance Fee: •]

See also the issue-specific information under C.16.

C.16 Expiry or maturity date
Valuation Date: •

[Expiry Date (Data di Scadenza): •]
[shall mean the Valuation Date.]
[Business Days following the Valuation Date.]

Maturity Date: •

C.17 Description of the settlement procedure

Amounts due are calculated by the Calculation Agent and made available to the Central Securities Depository by the Issuer on the Maturity Date via the Paying Agents

[Securities in the form of German Global Certificates, Italian Uncertified Certificates, Norwegian Registered Securities or Swiss Uncertificated Securities: for onward transfer to the respective custodian banks for the purpose of crediting the Security Holders. The Issuer shall thereupon be released from all payment obligations]

[Securities in the form of Danish Uncertificated Securities, Dutch Uncertificated Securities, French Dematerialized Bearer Securities, Finnish Registered Securities or Swedish Registered Securities: for credit to the relevant Security Holders. The transfer by the Central Securities Depository or pursuant to the Central Securities Depository’s instruction shall release the Issuer from its payment obligations under the Securities in the amount of such payment].

If a due payment is required to be made on a day that is not a Business Day, the payment may be postponed until the next following Business Day.

Calculation Agent: Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland

Paying Agents: Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland; and
Bank Vontobel Europe AG, Alter Hof 5, 80331 Munich, Germany; and
C.18 Description of redemption for derivative securities

The Securities will be redeemed [– subject to the occurrence of a liquidation event –] by the payment of the Cash Amount. Further details of the timing of redemption and how the amount is calculated can be found under C.15 to C.17.

[If the currency of the underlying or of basket constituents is different from the settlement currency of the Securities (see C.20), insert:

The Cash Amount is converted into the Settlement Currency of the Securities on the Valuation Date in accordance with the relevant conversion rate.

[in the case of Securities with currency hedging ("Quanto structure"). insert: The conversion will be based on a conversion rate of 1:1 ("Quanto Structure").]]

C.19 Exercise price/final reference price of the underlying

The level of the Cash Amount depends [– subject to the occurrence of a liquidation event –] on the Reference Price [of the Underlying] [of the basket constituents] on the Valuation Date.

Reference Price means

[In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as the underlying or a basket constituent, insert:

[the closing price of the [Underlying] [basket constituent] determined and published by the Reference Agent.]

[generally the closing price of the basket constituent determined and published by the Reference Agent. However, the Calculation Agent is entitled and required, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), to specify a different reference price if and to the extent that the closing price of the basket constituent determined by the Reference Agent does not adequately reflect the market price of the respective basket constituent on that exchange day, taking account in particular of the actual transactions in the basket constituent as published by the reference agent on that exchange day, in the sole discretion of the Calculation Agent (section 315 BGB).]]

[In the case of indices as the underlying or a basket constituent, insert:

the closing price of the [Underlying] [basket constituent] determined and published by the Reference Agent.]
In the case of bonds as the underlying or a basket constituent, insert:

[(a) the value of the [Underlying] [basket constituent] determined and published as the closing price on the Reference Agent

[(a) the price of the [Underlying] [basket constituent] displayed on page [screen page •] at the valuation time and obtainable from there

[, and (b) in the absence of such price display, the arithmetical mean of the [bid prices] [offer prices] for the [Underlying] [basket constituent] determined and notified at the request of the Calculation Agent by 5 leading market participants that are not affiliated companies of the Issuer or of the Calculation Agent

[, and with the addition of interest accrued on the [Underlying] [basket constituent] (if the interest is not included in the price determined)].]

In the case of commodities as the underlying or a basket constituent, insert:

the price of the [Underlying] [basket constituent] determined by the Reference Agent [at the valuation time] [insert specific description of the relevant fixing for the commodity: •].]

In the case of futures or interest rate futures as the underlying or a basket constituent, insert:

the settlement price of the [Underlying] [basket constituent] determined and published on the Reference Agent.

In the case of exchange rates as the underlying or a basket constituent, insert:

the exchange rate determined by the Reference Agent at the valuation time and then published on the reference page. If the base currency of the [Underlying] [basket constituent] (as specified above under "Underlying") is not EUR (euros), then the Calculation Agent shall calculate the reference price by dividing the respective exchange rate between EUR and the strike currency determined by the Reference Agent at the valuation time by the exchange rate between EUR and the base currency.

the price of the [Underlying] [basket constituent] on the international interbank market at the valuation time determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the bid and offer prices [in the Reuters Monitor Service System] [on the corresponding screen page of the [Bloomberg][ • ] financial information service] [screen page •].]

In the case of interest rates as the underlying or a basket constituent, insert:

the interest rate [determined by the Reference Agent and] published on the reference page [at the valuation time].

In the case of investment units as the underlying or a basket constituent, insert:

the value of the [Underlying] [basket constituent] determined and published by the Reference Agent.

In the case of virtual currencies as the underlying or a basket constituent, insert:
the price of the [Underlying][basket constituent] determined by the Calculation Agent in its reasonable discretion [(for Securities subject to German law: sections 315, 317 BGB)] taking into account the prices of the [Underlying][basket constituent] as published by the Reference Agent on the Valuation Date.

[In the case of proprietary baskets as the underlying or a basket constituent, insert:

the valuation price of the Underlying determined and published by the Reference Agent taking account of the ratio. The valuation price of the Underlying is equal in principle to the total of the closing prices of the basket constituents determined by the Calculation Agent on the respective exchanges on the Valuation Date, multiplied in each case by the corresponding number of basket constituents in the basket.

[However, the Calculation Agent shall be entitled, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), to specify a different valuation price of the Underlying if and to the extent that the closing price of a basket constituent determined by the Reference Agent does not adequately reflect the market price of the respective basket constituent on that exchange day, taking account in particular of the actual transactions in the basket constituent on the Reference Agent on that exchange day, in the sole discretion of the Calculation Agent (for Securities subject to German law, section 315 BGB)].]

[insert modified provision relating to the determination of the reference price, where applicable: ●]

C.20 Description of the underlying and where information on the underlying can be found

The Underlying to which the Securities are linked is:

[share, security representing shares (ADR/GDR) or other dividend-bearing security, issuer, ISIN and/or [Bloomberg][● symbol, currency, further details where relevant]]

[bond, issuer, ISIN and/or [Bloomberg][● symbol, currency, further details where relevant]]

[index, index calculation agent, ISIN and/or [Bloomberg][● symbol, currency, index disclaimer where relevant, indication of where information about this index can be obtained, further details where relevant]]

[commodity, ISIN and/or [Bloomberg][● symbol, currency, brief description where relevant, further details where relevant]]

[future, interest rate future, expiry month/year, ISIN and/or [Bloomberg][● symbol, brief description where relevant, further details where relevant]]

[exchange rate, ISIN and/or [Bloomberg][● symbol, brief description where relevant, further details where relevant]]

[interest rate, ISIN and/or [Bloomberg][● symbol, brief description where relevant, further details where relevant]]

[investment unit, description of fund, ISIN and/or [Bloomberg][● symbol, currency].

[A basket consisting of [shares, securities representing shares (ADRs/GDRs) or other dividend-bearing securities] [bonds] [indices] [commodities] [futures] [interest rate futures] [exchange rates] [interest rates] [investment units] [virtual currencies] [insert further details relating to the specification of basket constituents: ●]]

[designation of the virtual currency, ISIN and/or [Bloomberg][● symbol where relevant, brief description where relevant, further details where relevant]]

[designation and description of the proprietary basket (Dynamic Basket), reference agent, calculation agent, currency, ISIN where relevant, further details where relevant]

Information about the historical and future performance [of the Underlying] [of the basket constituents] and [its volatility] [their volatilities] can be obtained on
Section D – Risks

D.2 Key information on the key risks relating to the Issuer and the Guarantor

Insolvency risk of the Issuer

The investors are exposed to the risk of the insolvency and therefore the illiquidity of the Issuer. [If triparty collateral management (TCM) applies: In the present case, this risk is limited, but not completely excluded, by triparty collateral management (TCM).] There is therefore a general risk that the Issuer will be unable to fulfill all or some of its obligations arising from the Securities. In this event there is a threat of financial loss up to and including a total loss, irrespective of the performance of the Underlying.

The Securities are not covered by a deposit protection scheme. Furthermore, the Issuer is also not a member of a deposit protection fund or similar protection system, which would reimburse the Security Holders’ claims in full or in part if the Issuer became insolvent.

For this reason, investors should take into consideration the creditworthiness of the Issuer when making their investment decisions. The Issuer’s liable share capital amounts to only EUR 50,000. A purchase of the Securities therefore exposes the investor to a significantly higher credit risk than in the case of an issuer with a higher level of capital resources.

The Issuer enters into OTC hedging transactions (hedging transactions negotiated individually between two parties) exclusively with other companies within the Vontobel Group (which comprises Vontobel Holding AG together with all consolidated companies). As a result of this lack of diversification, the Issuer is exposed to cluster risk with respect to the possible insolvency of its counterparties, which would not be the case with a more widely diversified selection of contractual partners. Illiquidity or insolvency on the part of companies affiliated to the Issuer could therefore result directly in the illiquidity of the Issuer.

Market risk of the Issuer

A difficult macroeconomic situation may lead to a lower offer size and have a negative impact on the Issuer’s results of operations. In this regard, the general market performance of securities depends in particular on the performance of the capital markets, which is in turn influenced by the general situation of the global economy and the economic and political framework in the respective countries (known as market risk).

Insolvency risk of the Guarantor

The investor bears the risk of the insolvency of the Guarantor. There is a general risk that the Guarantor will be unable to fulfill all or some of the obligations arising under the guarantee undertaking. For this reason, investors should take into consideration not only the creditworthiness of the Issuer, but also the creditworthiness of the Guarantor when making their investment decisions.

[The Swiss Guarantor is not a member of a deposit protection fund or similar protection system, which would reimburse the Security Holders’ claims in full or in part if the Swiss Guarantor became insolvent.] [The German Guarantor is a member of the Compensation Scheme of German Banks (Entschädigungseinrichtung deutscher Banken) and the Deposit Protection Fund (Einlagensicherungsfonds); however, instruments payable to bearer (such as certificates and bearer bonds) are not covered by both institutes, i.e. the Security Holders’ claims would not be reimbursed in full or in part if the German Guarantor became insolvent.]

Risks associated with potential reorganization and settlement procedures

[German] [and] [Swiss] laws and regulations[. respectively] grant the respective competent authority extensive powers and discretionary powers in the case of reorganization and settlement procedures of banks and parent companies of financial groups established under the respective national laws, such as [Vontobel Holding AG, Zurich, Switzerland (the Swiss Guarantor)] [and] [Bank Vontobel Europe AG, Munich, Germany (the German Guarantor)].
In the case such procedures are initiated, this may have a negative impact on the market price of the Securities and may result in the non-payment or only partial payment of the amounts due under the Guarantee.

**Business risks relating to the Guarantor**

The Guarantor's business is influenced by the prevailing market conditions [in case of the Swiss Guarantor add: and the impact they have on the operating (consolidated) Vontobel companies]. The factors influencing the Guarantor's business may be caused by general market risks arising as a result of unfavourable movements in market prices, such as interest rates, exchange rates, share prices, commodity prices and the related volatilities, and have an adverse effect on the valuation of the underlyings and/or derivative financial products.

The Guarantor's financial condition may also be impacted by liquidity bottlenecks that may be caused, for example, by cash outflows when loan commitments are drawn down or when it is not possible to renew deposits, with the result that the Guarantor might be temporarily unable to meet short-term financing requirements.

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### D.6 Key information on the key risks relating to the securities/ risk of total loss

<table>
<thead>
<tr>
<th>Risk of loss due to dependence on the performance of the Underlying</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Securities are financial instruments whose value is derived from the value of another reference instrument, the &quot;Underlying&quot;. There is no guarantee that the performance of the Underlying will match the investor's expectations. If the Underlying moves in a direction that is unfavourable for the investor, there is a risk of loss up to and including a total loss.</td>
</tr>
</tbody>
</table>

The effect of the Underlying on the value and redemption of the Securities is described in detail under C.15. The Securities are complex investment instruments. Investors should therefore ensure that they understand how the Securities function (including the structure of the Underlying) and the Terms and Conditions of the issue.

### Market price risks

The price of a Security depends primarily on the price of the respective Underlying to which it is linked, but does not normally mirror changes in the price of the Underlying exactly. All of the positive and negative factors affecting an Underlying are therefore also reflected in principle in the price of the Security.

The value and therefore the price of the Securities may perform negatively. This may be mainly caused – as described above – by the performance of the Underlying and, depending on the respective Security, other factors affecting price (such as the volatility, the general development of interest rates, a deterioration in the Issuer's credit rating and the performance of the economy as a whole and further factors).

[in the case of Open-End Tracker Certificates, insert:]

### Risk of termination and early redemption by the Issuer

The Issuer has an ordinary right of termination, and the investor therefore faces the risk that the Issuer may terminate and redeem the Securities at a time at which the investor would not otherwise have sold or exercised the Securities. This may result in the investor not achieving the desired return and may entail a loss up to and including a total loss. The Issuer also has extraordinary rights of termination involving the same risks for investors as in the case of ordinary termination.]

### Option risks with respect to the Securities

The Securities are derivative financial instruments incorporating an option right which may therefore have many features in common with options. Transactions with options may involve a high level of risk. An investment in the Securities may be subject to very pronounced fluctuations in value and in some circumstances the embedded option will be completely worthless on expiry. In this event, the investor may lose the entire amount invested in the Securities.

### Correlation risks

Correlation denotes the extent to which it was possible to establish a specific relation between an Underlying and a particular factor (such as changes in...
another Underlying or in an index) in the past. If, for example, an Underlying regularly responds to a change in a particular factor by moving in the same direction, a high positive correlation can be assumed. A high positive correlation means that the Underlying and the particular factor move in the same direction to a very high degree. Where there is a high negative correlation, the Underlying moves in exactly the opposite direction. Against this background, it may be the case that an Underlying which can be fundamentally assessed as positive produces a performance that is unfavourable for the investor as a result of a change in the basic data relating to the relevant sector or country.

**Volatility risk**

An investment in Securities or Underlyings with a high volatility is fundamentally more risky than an investment in Securities or Underlyings with low volatility since it entails greater potential for incurring losses.

**Risks relating to historical performance**

The performance of an Underlying or of a Security in the past is not an indicator of its performance in the future.

**Risks relating to financing the purchase of the Security with debt**

If the purchase of the Securities is financed with debt, investors should be aware that in case that investment expectations do not realise they do not only have to bear a potential loss of the capital invested, but also have to pay the loan interest and to repay the loan. As a result, in this case investors are exposed to a significantly increased risk of loss.

*If the Securities do not provide bonus or interest payments: Since the Securities do not provide any current income (such as interest or dividends), investors must not assume that they will be able to use such current income to service any loan interest falling due during the term of the Securities.*

**Transactions designed to exclude or limit risk**

Investors may not be able to hedge adequately against the risks associated with the Securities.

**Inflation risk**

Inflation has a negative effect on the real value of assets held and on the return generated in real terms.

**Risks due to the economic cycle**

Losses may arise because investors do not take the cyclical performance of the economy with its corresponding upward and downward phases into account, or do not do so correctly, when making their investment decisions and consequently make investments, or hold or sell Securities, at phases of the economic cycle that are unfavourable from their point of view.

**Psychological market risk**

Factors of a psychological nature may also have a significant influence on the price of the Underlyings and therefore on the performance of the Securities. If the effect of these factors on the price of the Underlying differs from the market reaction expected by the investor, the investor may suffer a loss.

**Risks relating to trading in the Securities, liquidity risk**

Under normal market conditions, the Market Maker (as defined under E.4) will quote bid and offer prices for the Securities pertaining to an issue.

In the event of extraordinary market conditions or a highly volatile market environment, the Market Maker will generally not quote any bid or offer prices. But even under normal market conditions, it will not accept any legal obligation whatsoever vis-à-vis the Security Holders to quote such prices and/or to ensure that the prices it quotes are appropriate.

Potential investors can therefore not assume that it will be possible to sell the Securities during their term and must be prepared in any event to hold the Securities until the Valuation Date.
Risks relating to the price determination of the Securities and the effect of transaction costs and commissions

The Issue Price (as defined under E.3) and the bid and offer prices quoted for the Securities in the secondary market may include a premium in addition to the original mathematical value of the Securities (so called fair value) which is not apparent to the investor. This so called margin and the mathematical value of the Securities are calculated by the Issuer and/or the Market Maker at their own discretion on the basis of internal pricing models and depending on a range of factors. In addition to income considerations, the following parameters among others are taken into account when calculating the margin: the mathematical value of the Securities, the price and volatility of the Underlying, supply and demand for the Securities, the cost of hedging risk, premiums for accepting risk, the costs of structuring and selling the Securities, any commissions, and, where applicable, price surcharges (premium) and licence or management fees.

For the reasons given above, the prices set by the Market Maker may differ from the mathematical value of the Securities and/or the price that would be expected from an economic point of view.

[in the case of Securities with a management, performance or Quanto fee, insert:]

Risks in connection with management fees, performance fees and other fees

A management fee [and a Quanto fee (in the amount of a Quanto interest rate)] [and a performance fee] is generally calculated on an annualised basis and deducted from the cash amount pro rata temporis. These fees not only regularly reduces the cash amount payable, but also has a corresponding negative impact on pricing in the secondary market during the term of the Securities.

Risk relating to the taxation of the Securities

The payment of taxes, levies, fees, deductions or other amounts incurred in connection with the Securities is the responsibility of the respective Security Holder and not of the Issuer. All payments made by the Issuer may be subject to taxes, levies, fees, deductions or other payments required to be made, paid, withheld or deducted.

Risks relating to the effect of hedging transactions by companies of the Vontobel Group

Hedging and trading transactions performed by the Issuer and by companies of the Vontobel Group involving an Underlying of the Securities may have an adverse effect on the value of the Securities.

Risks in connection with adjustments, market disruption events, extraordinary termination and settlement

The Issuer may make adjustments to take account of relevant changes or events in relation to the respective Underlying. The possibility cannot be excluded in this context that an adjustment may prove to be disadvantageous for the investor. The Issuer may also be entitled to terminate the Securities extraordinarily. In the event of extraordinary termination, the investors will lose their redemption rights in their entirety. There is a risk that the termination amount paid will be equal to zero (0). In the least favourable case, a total loss of the capital invested may therefore occur.

Risks with respect to potential conflicts of interest

Conflicts of interest may exist among the companies of the Vontobel Group that may have an adverse effect on the value of the Securities. The principal possible conflicts of interest are set out under E.4.

Information risk
There is a possibility that investors may make incorrect decisions because of missing, incomplete or incorrect information, which may be outside the Issuer's control.

**Currency risk**

*If the currency of the underlying [or of a basket constituent] is different from the settlement currency, insert:* Potential investors should be clear that an investment in the Securities is associated with exchange rate risks since the rate of exchange between the currency of the Underlying and the Settlement Currency of the Securities may move in a direction that is to their disadvantage.

If the Settlement Currency of the Securities is different from the investor's domestic currency or the currency in which an investor wishes to receive payments, potential investors will be exposed to exchange rate risks.

**Interest rate risk**

An investment in the Securities entails an interest rate risk as a result of fluctuations in the rate of interest payable on deposits in the Settlement Currency of the Securities. This may have implications for the market value of the Securities.

*In the case of an offer with a subscription period, insert:*

**Aspects relating to public offers of the Securities**

The sale of the Securities takes place during a subscription period. The Issuer and the Offeror reserve the right to terminate the subscription period early [or to extend it], to satisfy subscription applications in relation to the offer only partially (in particular in the event of oversubscription), or not to proceed with the issue of the Securities, without giving reasons. In such a case the subscribing investor may no longer be able to make an alternative investment or may be able to do so only on less favourable terms.

**Aspects relating to specific client objective and needs, such as a green or sustainable investment**

In respect of any Securities issued with specific client objective and needs, such as a green or sustainable investment, there can be no assurance that such client objective and needs will be suitable for the investment criteria of an investor.

The target market distributed by the Offeror relating to any specific Securities may provide that it aims to fit specific client objective and needs, such as the client objective and need for a "green", "sustainable", "environmental", "ESG" (Environmental, Social and Governance) or equivalently-labelled investment which – in case of a "environmental" or "green" investment – may provide a substantial contribution to a given environmental objective for a given economic activity ("ESG Contribution"). Prospective investors should have regard to the information set out in the relevant target market regarding such specific client objective and needs and must determine for themselves the relevance of such information for the purpose of any investment in such Securities together with any other investigation such investor deems necessary. In particular no assurance is given that the identification of client objective and needs will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply.

**Risk relating to the level of the cash amount**

If the value of the Underlying falls, all Tracker Certificates involve a risk of loss depending on the level of the Underlying. A total loss will occur if the relevant price of the Underlying (the reference price) for the purpose of calculating the cash amount ([in the case of Tracker Certificates with a finite term: upon maturity] [in the case of Open-End Tracker Certificates: upon exercise by the Security Holder or ordinary termination by the Issuer]) amounts to zero (0).

*In the case of Securities with triparty collateral management (TCM), insert:*
Risks relating to Securities with triparty collateral management (TCM)

The Issuer default risk is reduced in the context of Securities with TCM only to the extent that the proceeds from the liquidation of collateral upon the occurrence of a liquidation event (less the costs of liquidation and payout) are able to cover the Security Holders’ claims. The liquidation event also results in the (early) termination of the Securities.

The Security Holder bears the following risks in particular:

- the collateral provider may be unable to deliver the additional collateral required in the event that the value of the Securities rises or the value of the collateral falls;
- SIX SIS AG may be unable to liquidate the collateral immediately in a liquidation event, because it is prevented from doing so by practical hindrances or the collateral has to be handed over to the executory authorities for liquidation;
- the market risk associated with the collateral may result in insufficient liquidation proceeds or, in extraordinary circumstances, the collateral may lose its value entirely by the date of actual liquidation;
- maturity in accordance with the Framework Agreement of Securities in a foreign currency may generate losses for the investor, because the current value (which is relevant for the investor’s claim against the Issuer) is determined in the foreign currency, while the payment of the pro rata net liquidation proceeds (relevant for the extent to which the investor’s claim against the Issuer is extinguished) is made in Swiss francs;
- if the collateralisation is challenged under the laws governing debt enforcement and bankruptcy, it may not be possible to liquidate the collateral for the benefit of the investors in Securities in accordance with the provisions of the Framework Agreement;
- any liquidation proceeds may be passed on only partially or not at all as a result of the insolvency of SIX SIS AG and/or of the financial intermediaries.

Risk of total loss

The Securities are risky investment instruments with the consequence that the capital invested by the investor may be lost in its entirety (risk of total loss).

If a loss arises, it will consist of the price paid for the Security and the costs incurred, such as custodian fees or brokerage and stock exchange commissions. This risk of loss exists irrespective of the financial condition of the Issuer and of the Guarantor.

There is no provision for regular distributions, payments of interest or a (guaranteed) minimum repayment amount [except for [interest payments][bonus payments][distributions on the index level in accordance with the index guidelines]]. The loss of capital may be substantial with the result that in certain circumstances investors may suffer a total loss of their investment.
[Maximum Subscription Amount: ●]

Issue Price: ●

[Price Surcharge (premium): ●]

[The purchase of the Securities entails no costs or taxes that are incurred by the Issuer specifically for purchasers [or subscribers].] [The purchase of the Securities entails costs [or taxes] in the amount of: [insert costs and taxes incurred: ●.] [A sales commission of [up to] ●[%] is allowed in connection with the Securities. The sales commission relates to the Issue Price or, if higher, to the purchase price of the Security in the secondary market.]

Issue Date: ●

Value Date: ●

Offer Size: ●

Minimum Trading Size: ●

Public Offer: [only in the case of a private placement with the simultaneous admission of the Securities to trading in the regulated market of a stock exchange, insert: Not applicable.]

[in the Czech Republic starting from: ●]

[in Denmark starting from: ●]

[in Finland starting from: ●]

[in France starting from: ●]

[in Hungary starting from: ●]

[in Italy starting from: ●]

[in The Netherlands starting from: ●]

[in Norway starting from: ●]

[in Sweden starting from: ●]

[In the case of a public offer without a subscription period, insert: The Issue Price of the Securities was determined by the Market Maker.]

[In the case of a public offer with a subscription period, insert:]

The Securities will be offered during the Subscription Period. The Issuer reserves the right to terminate the Subscription Period early [or to extend it] to satisfy subscription applications in relation to the offer only partially (in particular in the event of oversubscription), or not to proceed with the issue of the Securities, without giving reasons.

[If placement is planned by door-to-door selling as described below then insert:]

●, with registered office ● (website: ●) will act as lead manager (the “Lead Manager”), “Responsabile del Collocamento” pursuant to article 93-bis of the Italian Legislative Decree n. 58 dated 24 February 1998, as amended, in connection with the Offer.

The Offer Period for the Securities placed through “door-to-door selling” (pursuant to Article 30 of the Italian Legislative Decree n. 58 dated 24 February 1998, as amended, the “Italian Financial Service Act”) shall be from ● (inclusive) to ● (inclusive), save in case of early termination or extension as agreed between the Issuer and the Lead Manager.

E.4 Interests that are material to the issue/offer (including conflicts of interest)

Conflicts of interest may exist among the companies of the Vontobel Group that may have an adverse effect on the value of the Underlying and therefore the value of the Securities. Trading transactions relating to the Underlying

During the term of the Securities, the companies of the Vontobel Group may be involved in trading transactions, for their own account or for a customer’s...
account, that directly or indirectly relate to the respective Underlying. The companies of the Vontobel Group may also become counterparties in hedging transactions relating to the Issuer's obligations arising from the Securities. Such trading and hedging transactions may have an adverse effect on the value of the Underlying and thus on the value of the Securities.

**Exercise of other functions by companies of the Vontobel Group**

The Issuer and other companies of the Vontobel Group may also exercise another function in relation to the Securities, e.g. that of calculation agent, index calculation agent, index sponsor, participants in the selection process for a proprietary index/basket and/or market maker. Such a function may enable the Issuer and/or the other companies of the Vontobel Group to determine the composition of the Underlying or calculate its value. These functions may lead to conflicts of interest both among the respective companies of the Vontobel Group and between these companies and the investors in determining the prices of the Securities and in making other associated determinations.

**Activity as market maker for the Securities**

[Bank Vontobel Europe AG] [●] will act as market maker for the Securities (the "Market Maker"). Through such market making activities, the Market Maker will itself determine the price of the Securities to a significant extent.

As a result, the prices set by the Market Maker may differ significantly from the fair value of the Securities and/or the value they would be expected to have from an economic point of view at the relevant time on the basis of various factors (principally, the pricing model used by the Market Maker, the value of the Underlying, the volatility of the Underlying, the remaining term of the Securities and the supply and demand for hedging instruments). In addition, the Market Maker may at any time revise the method it uses to determine the prices quoted, e.g. by widening or narrowing the spreads between bid and offer prices.

**Payment of commissions, own interests of third parties**

[In connection with the issuance and/or the offer of Securities, commissions of [up to] [●] of the [total nominal amount][purchase price][Issue Price] are paid to the cooperation partner and/or any distributors. Investors should note that conflicts of interest to the disadvantage of the investor may arise from the payment of commissions, such that distributors may recommend securities yielding a higher fee because of the commissions incentive.]

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### E.7 Estimate of the expenses charged to the investor by the issuer or the offeror

[Not applicable, as no such expenses are charged to the investor by the Issuer [and the Offeror].] [The estimated expenses for the Securities[, including the costs for the admission to exchange trading,] are included in the Issue Price or the purchase price, as the case may be. If the investor purchases the Securities from a distributor, the purchase price to be paid by the investor may include sales commissions that have to be disclosed by the distributor.] [insert description of any costs: ●]
2. Risk Factors

The principal objective of this chapter 2. is to protect potential purchasers of the Securities (Tracker Certificates and Open-End Tracker Certificates) from investments that are not suitable for them, and to make investors aware of the related economic contexts that could result in significant changes in the value of the Securities.

No-one should purchase the Securities without having detailed knowledge of their method of operation, the total costs involved and the related risk factors. Only those who are in no doubt about the risks and are financially able to bear the losses that may be associated with them should purchase these types of Securities. When making a decision about the purchase of the Securities, investors should therefore carefully read the risk factors and conflicts of interest described below, together with the other information contained in the Base Prospectus, understand the terms and conditions (the "Terms and Conditions") of the issue in detail and assess the suitability of the relevant investment, in each case taking into account their own financial, tax and other circumstances. If in doubt, prospective investors should seek advice from a qualified investment adviser, legal or tax adviser.

The occurrence of these risks, individually or collectively, may have a material adverse effect (up to and including total loss of the capital invested plus the costs incurred, such as custodian fees or brokerage and stock exchange commissions) on the value of the Securities issued under this Base Prospectus or on the ability to trade them in the secondary market, have a material adverse effect on the business of Vontobel Financial Products GmbH (the "Issuer"), of Bank Vontobel Europe AG in its capacity as guarantor in connection with the guarantee under German law (the "German Guarantor") and of Vontobel Holding AG in its capacity as guarantor in connection with the guarantee under Swiss law (the "Swiss Guarantor") and have significant adverse effects on the assets and liabilities, financial position and profits and losses of the Issuer and the Guarantors.

The following discussion and analysis is intended to illustrate the risks relating to the method of operation of the Securities issued under this Base Prospectus and the risks associated with the Issuer and with the Guarantors. The following discussion and analysis and the examples it contains do not permit any conclusions to be drawn about specific product features of the Securities.

The following discussion and analysis of the risks relating to the Securities is divided into 7 sections:

(i) Material risk factors applying to all products (chapter 2.1)

This section deals with risks that apply in principle to all types of Securities (product types) covered by this Base Prospectus.

(ii) Material risks applying to specific underlyings (chapter 2.2)

The performance of the Securities described in this Base Prospectus is primarily dependent on the performance of the underlying instruments to which they are linked. The investor may be exposed to further risks – in addition to those described under (i) – resulting from the link to a particular underlying. They are explained in this chapter.

(iii) Material risks applying to specific Securities (chapter 2.3)

As a supplement to chapter 2.1, risk factors applying only to particular product types due to their specific product features are presented here. These risk factors, together with the general risk factors applying to all products, represent the risks for specific types of Securities (product types).

(iv) Risks relating to the Issuer (chapter 2.4)

The material risks relating to Vontobel Financial Products GmbH as the issuer of the Securities (the "Issuer") are discussed in this chapter.

(v) Risks relating to the German Guarantor (chapter 2.5)

This chapter discusses the principal risks relating to Bank Vontobel Europe AG in its capacity as German Guarantor for issues of Securities by the Issuer.

(vi) Risks relating to the Swiss Guarantor (chapter 2.6)

This chapter discusses the principal risks relating to Vontobel Holding AG in its capacity as Swiss Guarantor for issues of Securities by the Issuer.

(vii) Risks relating to potential conflicts of interest (chapter 2.7)

This chapter discusses the principal risks relating to potential conflicts of interest.

The chosen order or extent of the discussion and analysis does not represent a statement either on the probability of occurrence or on the severity and/or significance of the individual risks. In addition, there is a possibility that the Issuer will not be able, for reasons other than the risks described in this chapter, to make payments on Securities or in connection with them. This may be, for example, because, on the basis of the information available at the time of preparing this Base Prospectus, the Issuer has not identified material risks as such or has not foreseen their occurrence. The same applies to the Guarantors with respect to the risk factors applying to them.
References in the following to the "Terms and Conditions" refer to the "General Conditions" reproduced under chapter 8.1 in conjunction with the "Product Conditions" (in the form in which they are included in the Final Terms).

References in the following to "Securities" are intended to include all types of Securities (Tracker Certificates and Open-End Tracker Certificates) and all forms (global certificate and intermediated securities) in which Securities can be issued under the Base Prospectus.

2.1. Material risks applying to all products

It should be noted as a general principle that the Securities are risky investment instruments with the consequence that the capital invested by the investor may be lost in its entirety (risk of total loss). If a loss arises, it will consist of the price paid for the Security and the costs incurred, such as custodian fees or brokerage and stock exchange commissions. This risk of loss exists irrespective of the financial condition of the Issuer and of the relevant Guarantor.

The Securities described in this Base Prospectus are tradeable bearer securities and give the respective Security Holder (in accordance with the Final Terms of the Securities) the right to the payment of a monetary amount (the "Cash Amount") by the Issuer. The rights of the respective Security Holders are governed by the Terms and Conditions, which are exclusively applicable.

If not explicitly provided in the Product Conditions, the Securities do not provide any current income (such as, for example, interest, dividends or other distributions) which could be used to make up for falls in value of the Securities in full or in part. The only method of generating a return is an increase in the price of the Securities. Investors must always be aware that the market may perform differently from what they had hoped.

The investor's potential loss in this context always depends on the purchase price paid for the Securities and is calculated from the difference between (i) the purchase price plus costs incurred, such as custodian fees or brokerage or stock exchange commissions, and (ii) the amount paid by the Issuer on redemption. If the Securities are sold prior to maturity, the potential loss is calculated as the difference between the purchase price and the selling price of the Securities (taking into account the additional costs incurred in each case).

If the Cash Amount is in fact positive but less than the purchase price paid by the Security Holder, the Security Holder will suffer a loss. The loss of capital may be substantial with the result that a total loss may be incurred. Even if no loss of capital is incurred, there exists the risk that the return on a capital market investment with a similar maturity (based on the relevant exercise date in the case of Open-End Securities) and a market rate of interest may not be achieved. Furthermore, the investor does not generally participate in normal distributions (e.g. dividends in the case of shares as the underlying or basket constituent) or comparable distributions by an underlying or its constituents. In the case of Securities for which the Product Conditions indicate that cash distribution is applicable (either in the form of reinvestment or a cash component), the investor participates in the distributable amounts, interest or income similar to interest (e.g. dividends in the case of shares and investment units as underlying or basket constituent) in the form of the respective net amount, i.e. after deducting country-specific taxes and other levies.

The value of the Securities during their term is influenced in particular by the performance and volatility of the respective underlyings, the development of the general level of market rates of interest, the respective remaining term of the Securities as well as by various other factors.

The other factors include the risks from equity, bond and currency markets, interest rates in the money market, market volatilities, market expectations and economic and political developments, among others.

2.1.1. Market price risks

Investors should be aware that the price of the Securities during their term may be significantly lower than the purchase price.

The price of a Security depends primarily on the price of the respective underlying(s) to which it is linked, but does not normally mirror those changes in price exactly. All of the positive and negative factors affecting an underlying are therefore also reflected in principle in the price of the Security.

The following circumstances in particular may have an effect on the market price of the Securities, and individual market factors may be mutually reinforcing or may cancel each other out, i.e. may demonstrate a certain correlation to each other:

- Change in the intensity of fluctuations in price of the underlyings (volatility)
- Exchange rate movements
- Remaining term of the Securities
- General changes in interest rates
- Development of dividend payments where the underlying consists of shares or distributions on underlyings generally
- Distance of an underlying from any relevant price thresholds
- Changes in the creditworthiness or perceived creditworthiness of the Issuer or the relevant Guarantor

### 2.1.2. Option risks relating to the Securities

The Securities described in this Base Prospectus are derivative financial instruments incorporating an option right which may therefore have many features in common with options. Transactions with options may involve a high level of risk. An investment in the Securities may be subject to very pronounced fluctuations in value and in some circumstances the embedded option will be completely worthless on expiry. In this event, the investor may lose the entire amount invested in the Securities.

The performance of the Securities is influenced by the performance of the respective option. If the value of the option declines, the value of the Securities may also decline in consequence.

### 2.1.3. Correlation risks

Correlation denotes the extent to which it was possible to establish a specific dependence between an underlying and a particular factor (such as changes in another underlying or in an index) in the past. If, for example, an underlying normally responds to a change in a particular factor by moving in the same direction, a high positive correlation can be assumed. The correlation takes a value between '-1' and '+1', whereby a correlation of '+1', i.e. a high positive correlation, signifies that changes in the value of the underlying and of the particular factor move in the same direction to a very high degree. With a correlation of '-1', i.e. a high negative correlation, the underlying moves in exactly the opposite direction. A correlation of '0' indicates that it was not possible to make any statement about the connection between changes in the value of the underlying and those of the particular factor.

Against this background, it may be the case, for example, that an underlying which can be fundamentally assessed as positive is associated with a performance of the underlying or of the Security that is unfavourable for the investor as a result of a change in the fundamental data relating to the relevant sector or country.

### 2.1.4. Volatility risk

Volatility denotes the degree of fluctuation or extent of the movement in price of an underlying or basket constituent, or of a Security, within a defined period. Volatility is calculated on the basis of historical data and particular statistical procedures. The higher the volatility, the greater the movements in price both upwards and downwards. An investment in Securities or underlyings or basket constituents with a high volatility is therefore generally more risky than an investment in Securities or underlyings or basket constituents with low volatility since it entails greater potential for incurring losses.

### 2.1.5. Risks relating to historical performance

Investors should note that the past performance of an underlying or, in the case of a basket as the underlying, its basket constituents, or of a Security, is not an indicator of its performance in the future. It is not possible to predict on the basis of historical data whether the market price of an underlying or basket constituent or Security will rise or fall.

If the development of the price of an underlying is contrary to its historical performance, investors face the possibility of monetary losses up to and including the total loss of the capital invested if they have selected a Security for investment relying on that performance.

### 2.1.6. Risks relating to financing the purchase of the Security with debt

Investors should be aware that, if the purchase of the Securities is financed with debt, then in the event that expectations are not realised, not only will the investor have to absorb the potential loss of the price paid for the Securities, but payments of interest and principal on the loan will also have to be made. This increases the risk of loss significantly. Before purchasing Securities using debt, investors must therefore consider whether they will still be able to pay the loan interest and repay the loan at short notice if necessary, in the event that losses or even a total loss is incurred.

Since the Securities – if not explicitly provided for in the respective product conditions – do not provide any current income (such as interest or dividends), investors must not assume that they will be able to use current income of that nature to service any loan interest falling due during the term of the Securities.

### 2.1.7. Transactions designed to exclude or limit risk

Investors cannot rely on the price of the underlying moving in a direction that is favourable from the investors’ point of view or assume that – in the event of price falls – the value of the Securities will recover. Investors may not be able to hedge adequately against the risks associated with the Securities.
Purchasers of Securities should furthermore not assume that they will be able to purchase other securities or enter into legal transactions during the term of the Securities that could exclude or limit the risks from purchasing the Securities. The extent to which this is possible in specific circumstances depends on the prevailing market conditions and the respective terms and conditions. It may therefore not be possible to enter into such transactions at all, or only at an unfa-vourable (i.e. loss-making) price.

The risk described above applies in particular to those types of Securities where the underlying consists of a number of constituents, i.e. in the case of a basket or a non-marketable index on which there are, for example, no options or futures contracts.

### 2.1.8. Inflation risk, risk of losing purchasing power

Investors should always take into account the decline in the value of money in the future when considering the intended duration of the investment or term of the Securities and the expected return for an investment in the Securities. The decline in the value of money has a negative effect on the real value of assets held and on the return generated in real terms. The higher the rate of inflation, the lower the real return on a Security. If the rate of inflation is equal to or higher than the return, the real return will be zero (0) or even negative.

### 2.1.9. Risks due to the economic cycle

Losses from price falls may arise because investors do not take the cyclical performance of the economy with its corresponding upward and downward phases into account, or do not do so correctly, when making their investment decisions and consequently make investments, or hold or sell Securities, at phases of the economic cycle that are unfavourable from their point of view. In particular, the prices of securities and currencies vary in the strength of their reaction to announced, proposed and actual changes in government economic and financial policy. For example, the effect of domestic or European measures on a country’s general economic situation may be such that setbacks are experienced on the money and capital markets even though the prospects for future developments were originally considered to be favourable, or vice versa.

### 2.1.10. Psychological market risk

Factors of a psychological nature may also have a significant influence on the price of the underlyings and therefore on the performance of the Securities. These frequently irrational factors are almost impossible to assess. For example, moods, opinions and rumours may cause a decline or an increase in the price of the underlying even though the fundamental data (e.g. the results of operations or future prospects of a quoted company or demand for a particular commodity) have not necessarily changed. If the effect of these factors on the price of the underlying differs from the market reaction expected by the investor, the investor may suffer a loss.

### 2.1.11. Risks relating to trading in the Securities, liquidity risk

Where indicated in the Final Terms, applications will be made to include the Securities or admit them to trading on the stock exchanges and market segments specified. Even after inclusion or admission to trading has been granted, there can be no guarantee that it will be maintained permanently. If the inclusion or admission to trading is not maintained permanently, the purchase and sale of the Securities may become considerably more difficult. Investors should note that even where Securities are included or admitted to stock exchange trading, this will not necessarily be reflected in high trading volumes in the Securities in question.

Trading on the stock exchanges and market segments specified is subject to numerous statutory requirements and stock exchange rules and regulations. Investors should acquaint themselves with the regulations applying on those exchanges and markets (such as the rules for cancelling trading transactions not executed at correct market prices, known as mistrades) prior to making a purchase of the Securities.

The rules and regulations of trading platforms and the framework for over-the-counter trading may provide for mistrade rules in certain circumstances, under which a participant in trading can apply for transactions in a security to be cancelled if, in the opinion of the applicant, they occurred on terms that were not in line with the market or as a result of a technical malfunction. For example, a mistrade may arise in the event of a malfunction in the technical system of the exchange, the market maker or the online broker, if there is an objectively identifiable error when inputting a limit, an order or a price, or if the bid and offer prices quoted by a party obliged to do so and on which the transaction was based are clearly not in line with market terms. The decision on the application is made by the agent responsible in each case in accordance with the rules and regulations of the relevant trading platforms. The risk for the Security Holder in this connection is that transactions it has carried out in a Security may be cancelled at the request of another participant in trading.

Bank Vontobel Europe AG, Munich or another entity as specified in the Final Terms will perform the function of the market maker (the "Market Maker") for the Securities. Under normal market conditions, the Market Maker will quote bid and
offer prices for the Securities in an issue. However, the Market Maker has no obligation vis-à-vis the Security Holders either to perform the function of the Market Maker or to continue with the function of the Market Maker once commenced.

In the event of extraordinary market conditions or a highly volatile market environment, the Market Maker will generally not quote any bid or offer prices. The Market Maker will only quote bid and offer prices for the Securities under normal market conditions. But even under normal market conditions, it will not accept any legal obligation whatsoever vis-à-vis the Security Holders to quote such prices and/or to ensure that the prices it quotes are appropriate.

The Market Maker may enter into an obligation vis-à-vis these exchanges to quote bid and offer prices for specified order volumes or volumes of Securities in the context of the rules and regulations applying in the particular case (although any such obligation ("Market Making") will not apply in exceptional circumstances such as technical disruptions, special market situations or if the issue is temporarily sold out). However, such an obligation will apply only vis-à-vis the respective stock exchange involved. Third parties, such as the Security Holders, cannot derive any obligation on the part of the Market Maker from the above. Investors should therefore not assume that they will be able to sell the Securities at a particular time or at a particular price. In particular, the Market Maker is under no obligation to repurchase the Securities.

Even if market making arrangements were in place at the beginning or during the term of the Securities, this does not mean that there will be market making arrangements throughout the whole of the Securities' term.

There can therefore be no guarantee that a secondary market in the Securities will develop, enabling investors to sell the Securities. The more restricted the secondary market is, the more difficult it may be for investors to sell the Securities in the secondary market. Even if a secondary market does develop, the price at which the Securities will be traded in the secondary market cannot be predicted.

The inclusion or admission to trading of the Securities on a stock exchange will also not necessarily increase liquidity in the Securities. Pricing on the stock exchanges normally only takes place within the spreads of the bid and offer prices quoted by the Market Maker and the relevant stock exchange order will generally be executed directly or indirectly with the Market Maker.

Potential investors therefore cannot assume that it will be possible to sell the Securities during their term, and must in any case be prepared to hold the Securities either (in the case of Securities with a finite term) until the valuation date, or (in the case of Securities with an unlimited term) at least until the next exercise date in order to redeem the Securities in accordance with the Terms and Conditions (by submitting an exercise notice).

A Security Holder cannot assume, in the case of either trading on an exchange or over-the-counter, that market participants other than the Market Maker will quote bid and offer prices for the Securities. Investors must expect Market Makers to quote wider spreads between bid and offer prices in the case of structured securities in comparison to shares.

When purchasing or selling the Securities in the secondary market, therefore, the spread must be taken into account both for trading on an exchange and over-the-counter.

Delays in determining prices or widening spreads may occur in particular in the case of market disruption events and systems problems. Systems problems include telephone disruptions, technical difficulties in the trading systems, or power failures. Market disruption events occur in unusual market circumstances (e.g. exceptional market movements in the underlying or in a basket constituent or special situations in the home market) or due to serious disturbances in the economic and political situation (such as terrorist attacks or a crash, i.e. a sharp fall in stock exchange prices within a short space of time).

The offer size specified in the Final Terms corresponds to the maximum number of Securities being offered but does not permit any conclusions to be drawn about the respective volume of Securities actually issued and deposited with the relevant central securities depository in accordance with the rules applicable in each case. This volume depends on market conditions and may change during the term of the Securities. It should be noted that it is also not possible to draw any conclusions about the liquidity of the Securities in the secondary market on the basis of the offer size specified.

Companies of the Vontobel Group may buy or sell securities linked to the underlying or the underlying itself at any time in stock exchange or off-market transactions. There is no obligation to inform the Security Holders of any such purchases or sales. Such purchases or sales may have an adverse effect on the respective price of the Securities.

2.1.12. Risks relating to the pricing of the Securities and the effect of transaction costs and commissions

Pricing of the Securities

Investors should note that the issue price or bid and offer prices quoted for the securities in the secondary market may include a premium in addition to the original mathematical value of the securities (so called fair value) which is not apparent to the investor. The so called margin and the mathematical value of the securities are calculated by the issuer or the market maker at their own discretion on the basis of internal pricing models and depending on a range of factors. The margin determined may differ from premiums charged by other issuers or market makers for comparable securities.

In addition to income considerations, the following parameters among others are taken into account when calculating the margin: the mathematical value of the securities, the price and volatility of the underlying, supply and demand for the
securities, the cost of hedging risk, premiums for accepting risk, the costs of structuring and selling the securities and, where applicable, licence or management fees.

The effect of some of the factors affecting the price of the securities may not be spread equally over the term of the securities, but may be factored at an earlier point in time for the purpose of pricing the Securities, at the discretion of the market maker. These may include the margin included in the issue price, among other items.

For the reasons given above, the prices quoted by the market maker may differ from the mathematical value of the securities, or the expected price from an economic point of view, which would have been formed at the relevant time in a liquid market on which prices are quoted by different market makers acting independently of each other. Furthermore, the market maker may, at its discretion, revise the methodology it uses to determine the prices quoted at any time, for example by modifying its calculation models or employing other calculation models, and/or widening or narrowing the spread between the bid and offer prices.

As long as the underlying to which the securities are linked is also being traded on its home market during the opening hours for secondary trading in the securities by the market maker or during the opening hours of the exchanges on which the securities are admitted, the price of that underlying will be included in the calculation of the underlying and therefore indirectly in the calculation of the price of the securities. However, if the home market of the underlying is closed while the securities are being traded, the price of the underlying must be estimated. If the price of the underlying is estimated because its home market is closed, such an estimation may prove to be accurate, too high or too low within a very short period of time if the home market then opens for trading in the underlying. The prices quoted for the securities by the market maker prior to the opening of the home market of the underlying will then also prove to be comparatively too high or too low in retrospect.

To the extent that bid and offer prices are also quoted for the securities issued under the Base Prospectus at times during which the home markets of the underlyings are closed, this risk could affect all of the securities. The same risk arises if the securities are traded on days on which the home market of the underlying is closed because of a holiday.

**Effect of transaction costs and commissions**

The transaction costs and commissions associated with buying or selling the Securities as well as any taxes payable by the Security Holder will be borne by investors. This may lead to additional costs, especially in combination with a low order value.

It should be noted that the selling price of the securities may include commissions which are charged by the issuer or the market maker for the issue and/or which may be passed on by the issuer or the market maker in full or in part to third parties (such as sales partners or investment advisers). This may result in a difference between the fair value of the securities and the bid and offer prices quoted by the market maker; this difference is generally higher at the start of trading in the securities and reduces over time, in some cases very rapidly. Any commissions included in the price will reduce the return the investor is able to achieve. Where price surcharges are provided for, they will generally be paid to the respective sales partner.

It should also be noted that the payment of these commissions to sales partners may generate conflicts of interest to the disadvantage of the investor, because this could create an incentive for the sales partner to sell products with a higher commission to its customers in preference to other products. Investors should therefore seek information from their own bank or financial adviser as to whether such conflicts of interest exist.

Any commissions included may be based on sales and paid to third parties as one-time payments or pro rata over the term. A distinction should be made between placement commissions and trail commissions. Placement commissions are paid based on sales as one-time payments or pro rata over the term; alternatively, the issuer or the market maker may grant the respective sales partner a corresponding discount on the issue price or the selling price quoted in the secondary market. Trail commissions, also referred to as portfolio commissions, are recurring payments to the sales partners depending on the size of the portfolio.

2.1.13. Risks relating to management fees and other fees and costs

**Management fee**

The Terms and Conditions may provide for a management fee, charged for the composition, calculation or maintenance of the underlying or basket (including a proprietary basket). The management fee is specified at the start of the offer of the Securities and may be adjusted by the Issuer during the term of the Security, if permitted by the Terms and Conditions, although the amount of the management fee will be subject to an upper limit of the maximum management fee stipulated in the Terms and Conditions. As a rule, a management fee is charged in particular where the underlying consists of indices and baskets.

The management fee is generally calculated on an annualised basis and deducted from the Cash Amount pro rata (in some cases indirectly, through inclusion in the calculation of the performance of the underlying). Investors should note that, as a result, not only does the management fee reduce the Cash Amount payable by the Issuer on the maturity date, but it also has a corresponding adverse effect on pricing in the secondary market during the term of the Securities, since
a management fee of this type is factored into the calculation of the respective bid and offer prices quoted for the Securities in the secondary market according to the portion of the term of the Securities that has elapsed to date.

**Quanto fee**

In the case of Securities whose features include currency hedging ("Quanto" structure), a Quanto fee (in the amount of a Quanto interest rate) may also be stipulated in the Terms and Conditions. A Quanto interest rate of this nature covers the costs incurred by the Issuer or its affiliated companies in connection with hedging the currency risks associated with currency-hedged Securities. The Quanto interest rate is determined by the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) at the issue date and may be adjusted by the Issuer during the term of the Security.

The Quanto fee is generally calculated on an annualised basis and deducted from the Cash Amount pro rata (in some cases indirectly, through inclusion in the calculation of the performance of the underlying). Investors should note that these fees and costs are calculated on an annualised basis and deducted from the Cash Amount pro rata (in some cases indirectly, through inclusion in the calculation of the performance of the underlying), investors should note that these fees and costs not only reduce the Cash Amount payable by the Issuer on the maturity date, but it also has a corresponding adverse effect on pricing in the secondary market during the term of the Securities, since a Quanto fee of this type is factored into the calculation of the respective bid and offer prices quoted for the Securities in the secondary market according to the portion of the term of the Securities that has elapsed to date.

See also chapter 2.1.19.

**Other fees and costs**

In the case of a proprietary index, the Terms and Conditions may provide for index fees, adjustment fees and other costs. The Terms and Conditions for a proprietary basket may also stipulate other fees in addition to the management fee. All of these fees and costs are specified at the start of the offer of the Securities and, if provided in the Terms and Conditions, may be adjusted during the term of the Security. To the extent that these fees and costs are calculated on an annualised basis and deducted from the Cash Amount pro rata (in some cases indirectly, through inclusion in the calculation of the performance of the underlying), investors should note that these fees and costs not only reduce the Cash Amount payable by the Issuer on the maturity date, but also have a corresponding adverse effect on pricing in the secondary market during the term of the Securities (see the details relating to the management fee above).

The index sponsor or the person responsible for the selection of the index components and composition of the underlying may receive a performance fee, if applicable. This performance fee is intended to provide the index sponsor or the person responsible for the selection of the index components and composition of the underlying with an additional incentive to make steady price gains on the underlying by selecting index components. The index sponsor or the person responsible for selecting the index components and composition of the underlying may therefore receive an additional remuneration depending on the performance of the underlying. The amount of this remuneration is determined either by the fact that a relevant price of the underlying at a certain point in time or over a certain period of time is on or above a certain price or, as the case may be, all previous prices of the underlying (watermark) or the performance of the underlying at a certain point in time or over a certain period of time has achieved a certain performance or the performance of the underlying at a certain point in time or over a certain period of time has achieved a higher performance than a certain reference value or benchmark. The index calculation agent shall calculate the performance fee in accordance with the method described in the relevant index guide.

Where the underlying consists of an index or basket, the risk arises that fees determined by the reference agent or a third party itself may be applied to individual constituents of the index or basket which may reduce the value of the constituents in question, and so indirectly reduce the Cash Amount or the value of the Security itself.

In connection with the public offer and sale of the Securities, companies of the Vontobel Group may appoint external advisers which may receive a fee for their advisory activities, which will be described in more detail in the information about the underlying contained in the Final Terms and which may reduce the value of the underlying and therefore the Cash Amount or the value of the Security.

**Cumulatively applicable fees and costs**

Investors should note that in individual cases several of the fees and costs referred to above may be applied to the Securities at the same time. The effect of this is to increase the risk attaching to the Securities, since in such cases the different fees and costs have a cumulative effect and therefore reduce the Cash Amount or the value of the Security in several respects.

2.1.14. Risks relating to the taxation of the Securities

The payment of taxes, levies, fees, deductions or other amounts incurred in connection with the Securities is the responsibility of the respective Security Holder and not of the Issuer. All payments made by the Issuer may be subject to taxes, levies, fees, deductions or other payments required to be made, paid, withheld or deducted.

The information contained in this Base Prospectus relating to the taxation of the Securities merely reflects the opinion of the Issuer on the basis of the laws applying at the date of the Prospectus and does not represent tax or legal advice. The possibility that the tax authorities and tax courts may apply a different tax treatment cannot be ruled out.
Tax laws and the practice of the tax authorities are subject to change (including during the subscription period or term of the Securities), possibly with retrospective effect. This may have an adverse effect on the value of the Securities and/or the market price of the Securities. Any such change may mean (i) that the tax treatment of the relevant Securities may be different from the treatment that the investor thought was applicable at the date of purchase of the Securities; or (ii) that the information contained in this Base Prospectus relating to the tax laws and tax practice applicable to the Securities issued under this Base Prospectus is incorrect or no longer applicable in particular or all respects, and/or mean that material tax considerations relating to particular Securities are not included in this Base Prospectus. Security Holders therefore bear the risk that their understanding of the manner in which income arising from the acquisition of the Securities is taxed may be wrong, or that the manner in which income arising from the acquisition of the Securities is taxed may change to their disadvantage.

Investors liable to taxation in the Federal Republic of Germany should also note that, in the light of the currently prevailing opinion of the authorities, the possibility cannot be ruled out that losses arising as the result of a repayment at the end of the term which is lower than the cost of the Securities will also not be recognised for tax purposes by the tax authorities.

Moreover, the tax information provided in this Base Prospectus cannot serve as the sole basis for assessing an investment in the Securities from a tax point of view, since the particular situation of each individual investor must also be taken into account. Investors should always consult their personal tax advisers before deciding on a purchase of the Securities.

Financial transaction tax (various Member States of the European Union)

On 14 February 2013, the European Commission published a proposal (the "Commission Proposal") for a directive on a common financial transaction tax ("FTT") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "participating Member States"). However, Estonia has given notice in the meantime that it no longer intends to participate.

The scope of the Commission Proposal is very wide and once adopted it would apply to particular transactions in the Securities (including secondary market transactions), subject to certain conditions.

Under the terms of the proposal, the FTT could apply, subject to certain conditions, to persons resident within and outside the participating Member States. In principle, the tax is intended to apply to particular transactions in the Securities where at least one party is a financial institution and at least one party is resident in a participating Member State. The circumstances in which a financial institution is "resident" or is deemed to be "resident" in a participating Member State are broadly defined and, among others, include (a) engaging in transactions with a person resident in a participating Member State and (b) cases in which the underlying financial instrument was issued in a participating Member State.

However, the FTT continues to be the subject of negotiations between the Member States. The proposal may therefore yet be subject to revision before any implementation, for which a date cannot yet be set. Other Member States could decide to participate.

Potential holders of the Securities are therefore recommended to consult their own specialist advisers on the subject of the FTT.

2.1.15. Risks in connection with the withholding tax pursuant to section 871(m) of the U.S. Internal Revenue Code

Section 871(m) of the U.S. Internal Revenue Code ("IRC") and the provisions issued thereunder stipulate that for certain financial instruments (such as for the Securities) a withholding tax (of up to 30% depending on the application of income tax treaties) shall be imposed if the payment (or deemed payment) on the financial instruments is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States. Pursuant to these U.S. legal provisions, certain payments (or deemed payments) under certain equity-linked instruments that refer to the performance of U.S. equities or certain indices that contain U.S. equities, as an Underlying or a Basket Component, shall be treated as dividend equivalents ("Dividend Equivalents") and shall be subject to U.S. withholding tax of 30% (or a lower income tax treaties rate).

This tax liability shall apply even if pursuant to the terms and conditions of the Securities no actual dividend-related amount is paid or an adjustment is made and thus investors can only determine with difficulty or not at all any connection to the payments to be made in respect of the Securities.

In withholding this tax, the Issuer will regularly apply the general tax rate of 30% to the payments subject to U.S. provisions (or deemed payments) and not any lower tax rate pursuant to any potentially applicable double taxation agreements. In such case, an investor’s individual tax situation can therefore not be taken into account.

The Issuer’s determination of whether the Securities are subject to this withholding tax is binding for the Security Holders, but not for the United States Internal Revenue Service (the "IRS"). The rules of section 871(m) require complex calculations in respect of the Securities that refer to U.S. equities (including indices that contain U.S. equities) and application of these rules to a specific issuance of Securities issue may be uncertain. Consequently, the IRS may determine
they are to be applied even if the Issuer initially assumed the rules would not apply. There is a risk in such case that Se-
curity Holders are subject to withholding tax with retroactive effect.

There is also the risk that section 871(m) must also be applied to Securities that were not initially subject to withholding
tax. This case could arise in particular if the Securities’ economic parameters change such that the Securities are in fact
subject to tax liability and the Issuer continues to issue and sell these Securities.

As the Issuer is not obliged to offset any withholding tax pursuant to section 871(m) on interest, capital or other pay-
ments to the Security Holders by paying an additional amount or by paying the tax amount out of the own margin, Secu-
rity Holders will receive smaller payments in such case than they would have received without withholding tax imposed.

2.1.16. Risks relating to the effect of hedging transactions by companies of the Vontobel Group

During the normal course of business, the companies of the Vontobel Group trade in the instruments underlying the Sec-
curities, as well as in derivative products based on those underlyings (basket constituents). In addition, the companies of
the Vontobel Group protect themselves against the financial risks associated with the Securities by entering into off-mar-
ket hedging transactions negotiated individually between two parties (over-the-counter or OTC hedging transactions) in
the relevant underlyings (basket constituents) and/or in derivatives on the underlyings. These activities performed by the
companies of the Vontobel Group – in particular the hedging transactions linked to the Securities – may influence the
price of the underlyings or basket constituents and thus indirectly the value of the Securities. In particular, the possibility
cannot be ruled out that the inception or unwinding of these hedging transactions may have an adverse effect on the
value of the Securities and/or the level of the cash amount to which the Security Holder is entitled. This applies espe-
cially to the liquidation of hedges towards the end of the term of the Securities.

Hedging and trading transactions carried out by the Issuer and by companies of the Vontobel Group involving an under-
lying of the Securities or, in the case of a basket as the underlying, the respective basket constituents may have an ad-
verse effect on the value of the Securities.

In the event of special market situations, where hedging transactions are not possible at all or only subject to more oner-
ous conditions, the spreads between bid and offer prices determined by the Market Maker may widen. This can occur in
particular outside the trading hours of the instrument or basket constituent underlying the Security on the relevant refer-
ence exchange or at times when trading in the underlying is illiquid or unusually volatile for other reasons. No claims will
arise for the investor from any hedging transactions that the Issuer and/or its affiliated companies within the Vontobel
Group enter into internally to hedge the payment obligations arising from issuing the Securities.

2.1.17. Risks relating to adjustments, market disruption events, extraordinary termination, ordinary termination
and settlement

Pursuant to the Terms and Conditions, the Issuer may make adjustments to take account of relevant changes or events
in relation to the respective underlying or basket constituent. The nature of the adjustment and the method of implement-
ing it depend on the particular underlying and can therefore have varying consequences. In the case of those Securities
with an unlimited term ("Open-End") – i.e. the Open-End Tracker Certificates – the Issuer is also entitled, for example, in
the event of the expiry of the underlying or of changes in the Terms and Conditions or principal contract features on
which the underlying is based, to replace it with another (possibly modified) underlying.

The objective of adjustments is to ensure as far as possible that the financial (theoretical) value of the Securities is the
same before and after the occurrence of an adjustment event, and to preserve the financial relationship between the
Security and the underlying. If, in the reasonable discretion of the Issuer (for Securities subject to German law, sec-
tions 315, 317 BGB), this objective cannot be achieved by means of a sensible and reasonable adjustment, the Issuer
also has the right in accordance with the Terms and Conditions to terminate the Securities extraordinarily, that is, early
(and so cause the (early) termination of the term of the Securities) or, in the case of Securities with a basket as the un-
derlying, to replace one or more basket constituents in accordance with the Terms and Conditions with a cash compo-
nent. In the event of adjustments with respect to an underlying, the possibility cannot be excluded that the estimations
on which the adjustment is based may prove with hindsight to be inaccurate, the adjustment may subsequently turn out
to be disadvantageous for the investor, and the investor may find itself to be in a worse financial position than it was
prior to the adjustment or would be as the result of a different adjustment.

In the event that the Issuer exercises its right of extraordinary termination, it is under no obligation to redeem the Securi-
ties by payment of the Cash Amount specified in the Terms and Conditions, but is liable only to the extent of the market
price determined at that time or of an amount determined in its reasonable discretion (for Securities subject to German
law, sections 315, 317 BGB). This entails the risk that the payment may be significantly lower than the Cash Amount
required to be determined in accordance with the Terms and Conditions and that, at the date of the early redemption of
the Securities, the investment may show a (significantly) lower return than the return expected at the end of the term or
upon exercise of the Securities. In the most unfavourable case, the value of the redemption may even be zero (0),
resulting in not just a partial loss of the capital invested, but a total loss.

There is in principle no ordinary or extraordinary right of termination of the Security Holder – apart from the Security
Holder’s exercise right in accordance with the Terms and Conditions in the case of Open-End Tracker Certificates.
Moreover, the respective Terms and Conditions also provide for the possibility of ordinary termination by the Issuer in the case of Open-End Tracker Certificates. While the Issuer will repay an amount in such cases that is calculated analogously to the Cash Amount, investors can nevertheless not assume that their Securities will have any value at that time or will be showing a positive return. In particular, investors cannot assume that the price of the Securities will develop in line with their expectations timely up to the termination date. Consequently, these Securities in particular are only suitable for investors capable of assessing the relevant risks and bearing corresponding losses. There is therefore a risk for investors with respect to the duration of their investment. Investors should also bear in mind in this connection that in the event of the ordinary termination of the Securities by the Issuer, exchange trading may end even before the termination date and off-market trading generally ends at the latest at 12:00 p.m. (local time in Frankfurt am Main) on the termination date.

For the purpose of determining the appropriate market price in the event of extraordinary termination, the calculation agent may take a variety of market factors into account. In the case of Securities with a finite term linked to shares as the underlying, the calculation of the termination amount in the event of termination following a takeover offer can in principle be based on the price of the underlying after the takeover offer has been announced, in accordance with the usual procedure on derivatives exchanges for determining the theoretical fair value, provided that the consideration consists entirely or mainly of cash. However, dividend expectations and the average implied volatility for the ten trading days preceding the announcement of the takeover offer, in particular, must also be taken into account ("fair value method"). The fair value method ensures that the remaining time value of the underlying option is taken into account. The Issuer may determine on the basis of specified parameters that a market disruption event has occurred and/or is continuing. In this event there may be a delay in valuing the Security in relation to the underlyings, and this may affect the value of the Securities and/or delay the payment of the Cash Amount.

In the case of Adjustments, market disruption events and early termination, the Issuer acts in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB are applicable). It is not bound by actions or estimates of third parties in this regard. In certain cases specified in the Terms and Conditions (e.g. if a market disruption event persists for a certain period) the Issuer can also determine certain prices in its own discretion that are applicable for redemption in accordance with the Terms and Conditions.

During settlement, the Issuer is not liable for actions or omissions of settlement agents.

2.1.18. Information risk

There is a possibility that investors may make incorrect decisions because of missing, incomplete or incorrect information, which may be outside the Issuer's control. Incorrect information may arise as a result of unreliable sources of information, incorrect interpretation of correct information, or as a result of transmission errors. In addition, an information risk may arise as a result of too much or too little information, or if the information provided is not up to date.

2.1.19. Currency risk (costs of currency hedging, Quanto structure)

Where the respective underlying or basket constituent is denominated wholly or partly in a currency other than the settlement currency, the Issuer will specify in the Final Terms how conversion into the settlement currency will take place and whether the features of the Securities include a "Quanto structure". The Issuer or Market Maker achieves this using a quantity adjusted option, or Quanto for short ("Quanto structure"), and specifies the conversion rate between the two currencies at the time of the issue. In the case of Securities with a Quanto structure, therefore, conversion from the currency of the underlying into the settlement currency of the Securities uses a conversion rate of 1:1.

Irrespective of the above, potential investors should be clear that an investment in the Securities may also involve exchange rate risks if the Securities are linked to one or more exchange rates as the underlying or basket constituents, or if the settlement currency of the Securities is different from the domestic currency of the investor or the currency in which an investor wishes to receive payments. The conversion of the respective payment into the corresponding currency entails the risk that, if the relevant exchange rate develops unfavourably, the amount of the payment will be reduced accordingly.

The rates of exchange between currencies are determined by supply and demand on the international foreign exchange markets which are influenced by a variety of factors, such as speculative activity, general economic factors and interventions by central banks and government agencies or other political factors (including foreign exchange controls and restrictions). Exchange rate movements may have an effect on the value of the Securities and in relation to the amounts payable. The risks described above may intensify if the relevant currency is the currency of an emerging market.

In the case of Securities without a Quanto structure, the currency risk is as follows:

If the reference price for the purposes of redemption or another payment is converted into the settlement currency at the applicable conversion rate in accordance with the Final Terms, the investor is exposed to a currency risk because the rate of exchange between the currency of the underlying and the settlement currency on the date of the currency conversion for the purposes of redemption may be different from the rate of exchange at the date when the Securities were purchased.
Changes in the rate of exchange between the currency of the underlying and the settlement currency will already affect the value of the Securities during their term, since the bid and offer prices are quoted in the relevant settlement currency.

Exchange rate movements may reduce the value of the Securities even if the price of the underlying expressed in a foreign currency has performed positively from the investor's point of view since the date of purchase of the Securities. The investor's risk of loss is then not just linked to the performance of the underlying on which the Security is based. An additional factor which must be noted is that the relevant exchange rate for the purposes of the currency conversion may change between the time at which the relevant price of the underlying for the purpose of calculating the Cash Amount is determined and the time at which the relevant exchange rate is determined, with the result that a Cash Amount converted into the settlement currency may be reduced accordingly.

In the case of Securities with a Quanto structure, the following risk with respect to currency hedging applies:

Hedging against currency risks using a Quanto structure may prove to be unfavourable from the investor's point of view in hindsight if the – unhedged – exchange rate moves in a direction that is in principle beneficial for the investor, since the investor does not participate in that favourable movement.

Moreover, currency hedging generally involves costs that are included in the issue price as a premium in addition to the mathematical value of the Securities which is not apparent and may adversely affect the return on the Securities as a result. See also the information about the issue price in chapter 2.1.12 "Risks relating to the pricing of the Securities and the effect of transaction costs and commissions".

2.1.20. Interest rate risk

An investment in the Securities entails an interest rate risk as a result of fluctuations in the rate of interest payable on deposits in the settlement currency of the Securities. This may have implications for the market value of the Securities. Interest rates are generally determined by supply and demand in the international money markets. However, they are influenced by a variety of factors including speculative activity, the effects of general economic developments, interventions by central banks and government agencies or other political measures. Fluctuations in short-term or long-term interest rates may affect the value of the Securities in ways which are unfavourable from the investor's point of view.

2.1.21. Risks in connection with the regulation and reform of benchmarks

The London Inter-Bank Offered Rate (LIBOR), the Euro Interbank Offered Rate (EURIBOR) and other interest rate, equity, commodity, foreign exchange rate and other types of reference rates and indices which are used as underlying for financial instruments, such as in connection with the Securities, are deemed to be "benchmarks" and are the subject to recent national, European, international and other regulatory guidance, regulations and proposals for reform.

These reforms may cause such benchmarks to perform differently than in the past, that the operation and/or provision of a benchmark by a benchmark administrator is discontinued or continued under altered arrangements or have other consequences which cannot be predicted at the moment. Additionally, an increasing regulation of benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer certain benchmarks or to participate in the determination of certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or result in the omission of certain benchmarks.

Important international proposals and regulations for reform of benchmarks include IOSCO's Principles for Financial Market Benchmarks (July 2013) and, in particular, the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "Benchmark Regulation") which fully entered into force as of 1 January 2018. On the basis of this regulation, recognition or regulation of the benchmark administrator and a modification of a benchmark in order to comply with legal requirements by the benchmark administrator may be required.

The Benchmark Regulation could have a material impact on Securities linked to a benchmark rate or index. For example:

- a rate or index which is a benchmark could be prohibited from being used in the European Union if (subject to applicable transitional provisions) its administrator is (i) based in the European Union and does not obtain authorisation or registration, or (ii) based in a non-EU jurisdiction which does not satisfy the "equivalence" conditions and is not "recognised" pending an equivalence decision. In such event, depending on the particular benchmark and the applicable terms of the Securities, the Securities could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted; and
- the methodology or other terms of the benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and could lead to adjustments to the terms of the Securities, including the Calculation Agent determination of the rate or level in its discretion.
Accordingly, the provision and the utilization of such a benchmark which is not compliant with legal requirements may (i) be prohibited in connection with new financial instruments and (ii), in case of existing financial instruments, only occur for a limited transitional period or based on an exemption granted by the competent supervisory authority. In this regard, there is a risk that a benchmark may be changed in substance, may not be continued or may not be used in connection with the Securities, in particular if the admission, recognition or registration of the benchmark does not take place or ceases to exist at a later point in time. In such cases, it should be noted that it is in the discretion of the Issuer to (i) make adjustments to the terms and conditions, (ii) delist and/or early redeem the Securities, or (iii) undertake other consequences for such Securities (as applicable). Any such consequence could have a material adverse effect on the value of and yield on any Security linked to such a benchmark.

2.1.22. Aspects relating to public offers of the Securities

As described in the Base Prospectus, the Securities may be sold by means of a public offer during a defined offer period or during a subscription period, as specified in the respective Final Terms. The Issuer and/or the Offeror reserve(s) the right during the respective offer period to cancel the offer.

Investors should note that, in the event of an offer of the Securities during a subscription period, the Issuer and/or the Offeror reserves the right to terminate the subscription period early or, if so provided in the Final Terms, to extend it, to satisfy subscription applications in relation to the offer only partially (in particular in the event of oversubscription), or not to proceed with the issue of the Securities, without giving reasons. In these circumstances, it is possible that an investor subscribing for Securities will be allotted only a smaller number of Securities than the number subscribed for, or no Securities at all. Payments made by a subscribing investor relating to Securities that are not allotted to the investor for one of the reasons mentioned will be reimbursed. Reimbursements may be subject to delay, however, no interest will accrue on the amount of the reimbursement. In the event of the early termination or extension of the subscription period, the fixing date applying for the specification of particular features of the Securities, and accordingly the value date, may be rescheduled.

In such a case the subscribing investor may no longer be able to make an alternative investment or may be able to do so only on less favourable terms.

2.1.23. Aspects relating to specific client objective and needs, such as a green or sustainable investment

In respect of any Securities issued with specific client objective and needs, such as a green or sustainable investment, there can be no assurance that such client objective and needs will be suitable for the investment criteria of an investor

The target market distributed by the Offeror relating to any specific Securities may provide that it aims to fit specific client objective and needs, such as the client objective and need for a “green”, “sustainable”, “environmental”, “ESG” (Environmental, Social and Governance) or equivalently-labelled investment which – in case of a “environmental” or “green” investment – may provide a substantial contribution to a given environmental objective for a given economic activity (“ESG Contribution”). Prospective investors should have regard to the information set out in the relevant target market regarding such specific client objective and needs and must determine for themselves the relevance of such information for the purpose of any investment in such Securities together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer that the identification of client objective and needs will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any ESG Contribution. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “green”, “sustainable”, “environmental”, “ESG” or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as “green” or “sustainable” or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any ESG Contribution will meet any or all investor expectations regarding such “green”, “sustainable”, “environmental”, “ESG” or other equivalently-labelled objectives or that any adverse environmental, social and/or other impacts will not occur during the term of a respective Securities, the implementation of any economic activity or uses the subject of, or related to, any ESG Contribution.

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

In the event that any such Securities are listed or admitted to trading on any dedicated “green”, “environmental”, “ESG”,
“environmental” or other equivalently-labelled segment of any stock exchange or securities market (whether or not
regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission
satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any
investment criteria or guidelines with which such investor or its investments are required to comply, whether by any
present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio
mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects
or uses, the subject of or related to, any ESG Contribution. Furthermore, it should be noted that the criteria for any such
listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any
representation or assurance given or made by the Issuer or any other person that any such listing or admission to
trading will be obtained in respect of any such Securities or, if obtained, that any such listing or admission to trading will
be maintained during the life of the Securities.

2.2. Material risks applying to specific underlyings

The Securities are linked to one or more underlyings. Shares, securities representing shares (ADRs/GDRs) or other divi-
dend-bearing securities, indices, bonds, exchange rates, commodities, futures, interest rate futures, interest rates or in-
vestment units, or virtual currencies, or baskets consisting of one or more of these instruments, may be specified as un-
derlyings. The Issuer will specify the underlying to which the Security being issued relates in the Final Terms.

A feature common to all of the Securities presented in this Base Prospectus is that the level of the Cash Amount is
linked to the performance of the underlying. The performance of the underlying may be subject to fluctuations over time.
Depending on the structure of the Securities, a rise or a fall in the underlying may be unfavourable for the investor.
There is no guarantee that the underlying will move in a direction that is favourable for the respective investor and corre-
sponds to the investor's expectations.

Past experience shows that the underlying-specific risks described below will lead to a falling rate or price of
the underlying in the majority of cases or in extreme cases to the underlying expiring worthless. For investors
in the Securities presented in this Base Prospectus, such movements in the underlying are unfavourable and
therefore represent a risk relating to the Securities. Depending on the effect of the risks described below on the
rate, level or price of the underlying, the realisation of these risks may result in investors suffering a total or
partial loss of their investment.

The amounts payable on the maturity or termination of the Securities are therefore determined entirely by the price or
value of these underlyings, as presented in the respective Final Terms. Accordingly, investors should study the Base
Prospectus and the respective Final Terms carefully to familiarise themselves with the effects of this linkage between the
respective underlyings and the respective Security.

2.2.1. Risks relating to shares, securities representing shares and other dividend-bearing securities as an
underlying or basket constituent

The price of a share, security representing shares or other dividend-bearing security (e.g. profit participation right, partic-
ipation certificate) depends on a range of factors specific to the particular market and sector which are outside the con-
trol of the Issuer. The price of such securities may be subject to fluctuations and the development of the price depends
on macroeconomic factors such as, for example, the rate of interest or level of prices on the capital market, the develop-
ment of the currency, political or economic circumstances or other factors specific to the company which issued the se-
curities in question. The issuer of the shares or companies affiliated to it may become insolvent or illiquid and the shares
could even become worthless as a result.

The intensity of the risks is also affected by the respective market capitalisation. Shares of companies with a low market
capitalisation may be highly illiquid due to low trading volumes.

The regional situation should also be taken into account. Shares of companies that have their headquarters or their prin-
cipal operating activities in countries with a low level of legal stability, for example, are subject to the risk of detrimental
and unexpected actions by governments or nationalisations.

If the Securities are linked to shares that were not issued under the investor's domestic laws but under the laws of an-
other state, the rights arising from or to those shares may be defined wholly or partly in accordance with that state's laws
which are foreign to the investor. In that case, the jurisdiction to which the shares are subject may include provisions as
a result of which in the event of the company facing financial difficulties or insolvency, for example, the relevant shares
may decline in value more rapidly or to a greater extent than would be the case if the shares were subject (only) to the
investor's domestic laws. Such a decrease in value or fall in price of the shares may have a negative effect on the value
of the Securities.
In the case of Securities linked to shares, in principle the Securities do not certify an entitlement to dividend payments or other cash distributions. Dividends or other cash distributions are generally not paid to the investor in the event that a dividend payment or other cash distribution is made on the underlying.

Additional risks have to be taken into account where securities representing shares – mostly in the form of "ADRs" ("American Depositary Receipts") or "GDRs" ("Global Depositary Receipts") – are used as underlyings.

ADRs are participation or depositary certificates issued in the USA by custodian banks; they certify a proportion of ownership in foreign shares. The shares on which the ADRs are based are usually held in the respective issuer's home country outside the USA. ADRs are traded on stock exchanges around the world in lieu of the original shares. GDRs also certify a proportional interest in foreign shares. The original foreign shares are usually held in the respective issuer's home country. They are different from ADRs in that they are generally offered to the public or placed outside the USA.

Each security representing shares certifies a certain proportion of the underlying foreign shares, i.e. one ADR or GDR may represent one share, multiple shares, or even only a fraction of a share (reference quantity). The market price largely corresponds to the market price of the underlying shares, taking the respective reference quantity into account.

Fees charged by the custodian, which is generally located in the home country of the issuer of the shares, and by the custodian bank may have a negative impact on the value of the ADRs or GDRs and therefore also adversely affect the value of the Securities.

In the event of the insolvency of the custodian bank or enforcement measures against it, the possibility cannot be ruled out that the holding of shares underlying the securities representing shares may be liquidated or that restrictions on the right of disposal may be imposed on it. This may render the securities representing shares and the Securities linked to them worthless. This therefore represents an additional risk of loss for the investor, up to and including a total loss in the worst case.

In addition, it should be noted in particular that, in the event of the insolvency of the custodian bank or if the custodian bank changes the conditions or discontinues the offer of the securities representing shares or the securities representing shares are delisted, the Issuer has the right to amend the Terms and Conditions and/or terminate the Securities early.

### 2.2.2. Risks relating to indices as an underlying or basket constituent

If the underlying or basket constituent is an index, its performance is influenced by the performance of the index constituents.

Indices serving as underlyings or basket constituents for the Securities presented in this Base Prospectus are not designed by companies of the Vontobel Group but by other providers. Investors must take note of the respective index descriptions and understand how the respective index functions. Investors cannot assume that the respective index will be successful; they must therefore form their own opinions of the index.

The value of the index is derived in principle from the value of its constituents in accordance with the investment and calculation rules. The level of an index therefore depends primarily on the performance of the individual constituents of which the respective index is composed. Changes in the composition of the index and factors that affect or may affect the value of the constituents are reflected in the value of the index and may therefore have an impact on the return from an investment in the Securities. Fluctuations in the value of one constituent may be reinforced by fluctuations in the value of another constituent. If the value of at least one constituent is denominated in a currency other than the currency in which the index itself is calculated, the investor may be exposed to an implicit currency risk since, for the purpose of calculating the value of the index, the value of the constituent is converted into the currency of the index. Exchange rate fluctuations may mean that the value of the index constituent expressed in the currency of the index has fallen, even though its price has in fact risen. There remains in any event a separate potential currency risk resulting from any divergence of the currency of the index from the settlement currency of the Securities.

It should be noted that the constituents of such an index may be deleted or replaced, or that new constituents may be added or that changes may be made to the index methodology which may change the amount of one or more constituents. The replacement of the constituents of an index may affect the level of the index since, for example, a newly added company may perform significantly better or worse than the company replaced, which may in turn affect the amounts payable by the Issuer to the Security Holder. Furthermore, the calculation or the promotion of the index may be revised, terminated or suspended. The sponsor of such an index or a reference agent will have no obligation of any kind to the Security Holders. However, the index sponsor may receive an advisory fee from the index calculation agent, which will be paid by the calculation agent to the index sponsor out of the index fee and which may be dependent on the volume of the respective Securities placed. All measures relating to the index may be taken without regard to the interests of the Security Holders and any of these measures may have an adverse effect on the market value of the Securities.
Treatment of distributions from the index and index constituents

If the index to which the Securities are linked is a price index (PR), then it should be noted that distributions and income attributable to the index constituents (e.g. in the case of share indices: dividends or other cash distributions) are not included in the calculation of the index level and have no effect on the calculation of the security right. An investor in Securities linked to price indices, therefore, cannot participate in such distributions of the index constituents. On the contrary, the treatment of dividend payments from the index constituents in this case results in a reduction of the index level and therefore in principle in a fall in the underlying.

By contrast, in the case of performance or total return (TR) indices, distributions and income from the index constituents are included in the calculation of the index level by the index calculation agent. Where the index calculation agent does not include these amounts in the calculation in full, however, but reduces such distributions and income by a theoretical withholding tax, the method of calculation is also referred to as net return; the market does not make a clear distinction between total return and net return on a consistent basis, however.

Furthermore, there may be distributions of the index itself. Investors must therefore read the respective index descriptions to establish whether and, where relevant, to what extent distributions and income from individual index constituents are included in the calculation of the index level.

Correlation risk

A special feature of Securities linked to indices is that the level of the payment on redemption is based on the performance of a number of index constituents. For this reason, another factor affecting the value of the Securities is the correlation between the index constituents, i.e. – expressed simply – the degree to which the performance of the individual constituents depends on the performance of the other constituents. For example, if all the constituents originate from the same sector and country, a high positive correlation can be assumed. The correlation takes a value between '-1' and '+1', whereby a correlation of '+1', i.e. a high positive correlation, signifies that changes in the value of the constituents always move in the same direction. With a correlation of '-1', i.e. a high negative correlation, the constituents always move in exactly the opposite direction. A correlation of '0' indicates that it is not possible to make any statement about the connection between changes in the value of the constituents. Depending on the redemption structure, a high correlation between the individual constituents will increase or reduce the risk for the investor, since diversification using different investment strategies is not being achieved or attempted.

Particular risks relating to dividend indices

If the Securities are linked an index, which is based in turn on the dividends of particular shares, the performance of the index depends on the declaration and payment of any such dividends payable by the issuers of the relevant shares. Such declaration and payment of any dividends payable may be subject to unpredictable fluctuations over time.

Particular risks relating to commodity contracts and commodities in general as index constituents

Commodity indices reproduce the performance of a synthetic production-weighted basket of commodity contracts on particular physical commodities. The price of commodity indices corresponds to an actual investment in commodity contracts and therefore rises or falls depending on the overall performance of the weighted basket of commodity contracts.

Although commodity indices replicate the performance of the commodity markets in principle in the same way in which a share index replicates the performance of the equity market, there are important differences between a commodity index and a share index:

- The shares in a share index are typically weighted on the basis of their market capitalisation, while the commodity contracts included in a commodity index are typically, but not always, weighted on the basis of the global level of production and the dollar value of that level.
- Moreover, in contrast to shares, commodity contracts expire at regular intervals and in order to prolong an investment in commodity contracts, it is necessary to sell such contracts prior to expiry and take positions in commodity contracts with longer maturities. This special feature of a commodity index has a significant impact on fluctuations in the performance of a commodity index.
- Finally, the performance of a commodity index depends on general economic factors relating to the commodities underlying the commodity contracts included in the commodity index, such as supply and demand, liquidity, weather conditions and natural disasters, direct investment costs, location and changes in tax rates.

The holding of inventories of physical commodities incurs an administrative expense and costs – including costs arising in connection with the necessary storage and transportation of physical commodities. This administrative expense and these costs may also be reflected in the prices of the commodity contracts and accordingly in the level of the commodity index.

If the price of the underlying physical commodities increases, the price of the commodity index will not necessarily increase as well. The value of a product which is linked to a commodity index depends on the performance of the commodity index, which in turn replicates the performance of a basket of commodity contracts included in the commodity index, instead of replicating the performance of the individual physical commodities themselves. Changes in the prices of the commodity contracts should in principle reflect the changes in price of the underlying physical commodities. However, the prices of commodity contracts may from time to time move in a manner or to an extent that differ from price…
movements in the case of physical commodities. Prices for a particular commodity may therefore rise, while the level of
the commodity index does not change in the same way. In addition – against the background of the expiry dates of com-
modity contracts, i.e. the dates on which trading in a commodity contract ends – various adjustments may be necessary
with respect to the commodity index in order to maintain the investment position in the commodity contract. These ad-
justments may have a negative effect on the level of the commodity index and consequently result in certain cases in a
divergence between the performance of the commodity index and the performance of the commodity contracts underly-
ing the commodity index. Accordingly, holders of products linked to commodity indices may receive a lower Cash
Amount than would have been received by a holder who had invested directly in the commodities underlying such com-
modity indices, or in products whose Cash Amount is based on the spot prices of physical commodities or commodity
contracts expected to expire at the end of the term of the products.

In addition, the information provided under "2.2.5 Risks relating to commodities as an underlying or basket constituent" and "2.2.6 Risks relating to futures and interest rate futures as an underlying or basket constituent" should be noted with respect to the index constituents.

**Particular risks relating to Vontobel Strategy Indices as an underlying or basket constituent**

Proprietary indices belonging to the family of Vontobel Strategy Indices (also referred to in the following as "Strategy
Indices") reflect the performance of a virtual investment in particular financial instruments within the index universe
specified in the description of the relevant Strategy Index, which are replicated as index constituents in the respective
Strategy Index and managed on the basis of a strategy.

In the case of Securities with Strategy Indices as underlyings or basket constituents, investors should therefore also
bear in mind the following particular risks:

**Strategy Indices are not recognised financial indices**

The Strategy Indices are not recognised financial indices, but are indices designed and calculated by Bank Vontobel AG,
Gotthardstrasse 43, 8002 Zurich, Switzerland, or another company of the Vontobel Group as the index calculation agent
("Index Calculation Agent" or "Reference Agent"), whose sole function consists of serving as the underlying for a par-
ticular type of securities (Strategy Certificates).

In the case of a Strategy Index that is not recognised or new, there may be a lower degree of transparency relating to its
composition, maintenance and calculation than would be the case for a recognised index, and there may in some cir-
cumstances be less information available about the relevant Strategy Index. In addition, subjective criteria may play a
much greater role in the composition of the relevant Strategy Index in such cases, and there may be a greater degree of
dependence on the index sponsor responsible for its composition than would be the case for a recognised index.

**Risk relating to the implementation of the respective index sponsor's strategy**

Strategy Indices reflect the performance of a virtual investment in particular financial instruments within the index uni-
verse specified in the description of the relevant Strategy Index, which are replicated as index constituents in the respec-
tive Strategy Index and managed on the basis of a strategy defined by the respective index sponsor.

The index is managed on the basis of the relevant strategy of the index sponsor, but there can be no guarantee that the
relevant strategy reproduced in the Strategy Index can actually be implemented as planned or that the Strategy Index
will develop in line with the strategy.

The strategy is determined by the index sponsor and the index sponsor is solely responsible for it. If the index sponsor is
able to exercise its discretion in selecting the index constituents, the possibility cannot be excluded that the estimations
on which it bases the exercise of its discretion may prove to be inaccurate with hindsight, the choice of index constitu-
ents may turn out subsequently to be disadvantageous for the investors and the investors may be placed in a worse fi-
nancial position as a result of the choice of index constituents than they would have been if those index constituents had
not been selected. Consequently, no guarantee is provided that the choices made will actually be beneficial for the per-
formance of the relevant Strategy Index.

Moreover, market conditions may develop in a direction in which the strategy does not achieve the intended positive per-
formance of the index constituents and therefore of the relevant Strategy Index, but instead results in a fall in the value
of the notional reference portfolio and therefore of the relevant Strategy Index. Depending on the particular strategy be-
ing followed, this could lead to the index constituents and the Securities linked to the Strategy Index falling in value to
the point where they become worthless.

**Dependence on the respective index sponsor**

The Index Calculation Agent is advised by the index sponsor in connection with the composition of the relevant Strategy
Index. In principle, the index sponsor is responsible for selecting and weighting the respective index constituents itself
and also decides on the timing and scope of changes to the respective Strategy Index without consulting the Index Cal-
culation Agent.

The Index Calculation Agent provides no advice or assistance to the index sponsor in connection with the preparation or
implementation of the strategy. The Index Calculation Agent is also not responsible for monitoring compliance with the
strategy by the index sponsor. In addition, the Index Calculation Agent does not review the qualification of the relevant
index sponsor, in particular its ability to implement the index strategy successfully. The Index Calculation Agent is under
no obligation to monitor the index sponsor’s implementation of and compliance with the strategy; it follows the decisions
of the respective index sponsor relating to the selection and weighting of the relevant index constituents in principle with-
out carrying out a review of its own.

The Index Calculation Agent and the respective index sponsor enter into a cooperation agreement whose provisions,
among other things, govern the remuneration of the relevant index sponsor and normally provide for a right of termina-
tion on both sides. The remuneration of the index sponsor generally takes the form of an advisory fee, which is paid to
the index sponsor by the Index Calculation Agent out of the index fee and which may be dependent on the volume of the
respective Securities placed. In addition, a performance fee may be paid if the conditions for this fee have been met. In
the event of the termination of the cooperation agreement and the associated termination of the existing index sponsor's
function in relation to a Strategy Index, the Index Calculation Agent will not be able to maintain the strategy pursued to
date and the Issuer will be entitled, in accordance with the Terms and Conditions, to adjust the security right accordingly
or, where necessary, to terminate the Securities extraordinarily.

Adverse effects of index corrections
In the event of calculation errors classified as material by the Index Calculation Agent in its reasonable discretion (for
Securities subject to German law, sections 315, 317 BGB), the index levels of Strategy Indices are corrected, retrospec-
tively if applicable, provided that this is technically possible and makes sense from an economic point of view. Otherwise
no correction is made. Corrections are published on the information page. The correction of the index level of a Strategy
Index may have an adverse effect on the level of the respective Strategy Index and therefore also on the value of the
Securities linked to the Strategy Index.

Change in the composition of the index universe
Where so provided in the description of the relevant Strategy Index, the Index Calculation Agent may be entitled to modi-
fy the index universe at the suggestion of the index sponsor and subject to compliance with the respective basic princi-
ples applying. A change in the index universe must generally be published on the information page at least five ex-
change days prior to becoming effective.

The Index Calculation Agent may also remove individual financial instruments from the index universe without notice at
any time and without giving reasons, subject to compliance with the basic principles of the respective Strategy Index.

Investors should therefore not assume that the index universe of the respective Strategy Index will remain unchanged
throughout the entire term of the Securities.

General risks in connection with the index constituents
Depending on the particular strategy being pursued, the respective Strategy Index may replicate a portfolio consisting of
shares, other dividend-paying securities and subscription rights of companies, units in collective investment schemes or
investment units, bonds, standardised, exchange-traded derivatives (e.g. options or futures), transferable securities
whose value is determined on the basis of securities, of currencies, interest rates or other income, of commodities, indi-
ces or benchmarks (securitised derivatives), precious metals and cash components.

Standardised, exchange-traded derivatives (e.g. options or futures) as well as securitised derivatives are financial instru-
ments or contracts, whose performance are determined by other securities, currencies, interest rates or other income, by
commodities, indices or benchmarks or are derived from them. Derivatives are frequently complex, often feature a con-
iderable degree of leverage and may be highly susceptible to fluctuations in value. They generally involve a high level
of risk (including the risk of total loss) as well as opportunities. The internal costs of the derivative, such as for fees, may
have an adverse effect on the performance of the respective derivative and therefore reduce the level of the relevant
Strategy Index as well as the value of the Securities linked to the Strategy Index. The constituents of the relevant Strategy
Index may include derivatives of counterparties or issuers which have a low level of creditworthiness (or a low rat-
ing). Moreover, the use of derivatives may enable the respective Strategy Index to replicate a strategy betting on falling
prices. The counterparties or issuers of the derivatives are associated with a risk of insolvency. If internal costs of the
respective counterparty or issuer are included in the calculation of the derivatives, this will reduce the expected profitabil-
ity of the derivative and therefore of the portfolio of index constituents replicated using the relevant Strategy Index.

Please refer to sections 2.2.1 to 2.2.8 and 2.2.10 in this chapter “2. Risk Factors" with respect to the risks attaching to
the other individual financial instruments.

Risks in connection with interest payable on a cash component as an index constituent
The Index Calculation Agent decides in its reasonable discretion (for Securities subject to German law, sections 315,
317 BGB) whether to make an index adjustment in order to ensure that the relevant Strategy Index is able to reproduce
the performance that would result from a real investment in particular financial instruments within the index universe
specified in the description of the respective Strategy Index. In order to ensure that that performance is simulated effec-
tively, “interest” is therefore paid (or – depending on the current market interest rate environment – negative interest is
charged) on the cash component in the relevant Strategy Index or, if the balance is negative, debit interest is charged.
The respective interest rate applicable is determined from time to time by the Index Calculation Agent on the basis of
current market conditions for the respective currency and published on the information page. In the event that negative
interest rates apply, the Index Calculation Agent may at its own discretion stipulate an interest-free allowance for cash components in the respective Strategy Index, if it considers it necessary for the effective simulation, in particular, of changes in values and quantities; i.e. only from the point at which the cash component included in the Strategy Index exceeds any allowance is negative interest charged on the cash component in excess of that allowance.

Negative interest charged on the cash component replicated in the respective Strategy Index will have an adverse effect on the level of the respective Strategy Index and therefore also on the value of the Securities linked to the Strategy Index.

**Adverse effects of index fees, adjustment fees and other costs**

The respective Strategy Index may, as specified in the description of the relevant Strategy Index, include index fees, adjustment fees, performance fees and other costs that are deducted from the cash component by the Index Calculation Agent when calculating the index level, and which therefore reduce the level of the relevant Strategy Index and the value of the Securities linked to the Strategy Index. This will also have a corresponding adverse effect on pricing in the secondary market during the term of the Securities.

If so provided in the description of the respective Strategy Index, the index fees may be changed by agreement between the index sponsor and the Index Calculation Agent up to a maximum of the upper limit specified in the description of the relevant Strategy Index. Investors therefore cannot assume that the index fees will remain unchanged. An increase in the index fees will have an adverse effect on the level of the respective Strategy Index and therefore also on the value of the Securities linked to the Strategy Index. Investors should also note that the index sponsor or the person responsible for the selection of the index components and the composition of the underlying may, if provided for, receive a performance fee which is subject to the fulfillment of certain conditions. This performance fee is intended to provide the index sponsor or the person responsible for the selection of the index components and the composition of the underlying with an additional incentive to make steady price gains on the underlying by selecting index components of the underlying.

If and to the extent that taxes, fees or other charges would be incurred for a real investment in accordance with the index strategy, the Index Calculation Agent factors such costs into the calculation of the index ("other costs"). Similarly, other costs of the strategy, in particular costs for the provision of collateral which would be incurred in connection with real short positions in derivative financial instruments (e.g. forward transactions), are deducted from the cash component and therefore reduce the level of the relevant Strategy Index and also the value of the Securities linked to the Strategy Index.

2.2.3. **Risks relating to bonds as an underlying or basket constituent**

In the case of Securities where bonds are used as underlyings or basket constituents, investors should bear in mind that the secondary market for these bonds may be limited. This is frequently because the issuer of the respective bonds is often the only market maker for them. It therefore remains uncertain whether and to what extent a secondary market will develop for the bonds and whether or not this secondary market will be liquid. The consequence of this is that the price of the bonds depends on the pricing by their issuer in its role as market maker.

If bonds are used as underlyings or basket constituents, investors are exposed to the insolvency risk of the issuer of the bonds (in addition to the insolvency risk of the Issuer of the Securities presented in this Base Prospectus). The insolvency of the issuer of the bonds may render the bonds, and in some cases the Securities linked to them, worthless. This therefore represents an additional risk of loss for the investor, up to and including the risk of a total loss in the worst case.

2.2.4. **Risks relating to exchange rates as an underlying or basket constituent**

The rates of exchange between currencies are determined by supply and demand on the international foreign exchange markets which are influenced by a variety of factors, such as speculative activity, general economic factors, interventions by central banks and government agencies or other political factors (including foreign exchange controls and restrictions). Exchange rate movements may have an effect on the value of the Securities and in relation to the amounts payable. The risks described above may intensify if the relevant currency is the currency of an emerging market.

In the case of exchange rates as the underlying or basket constituent, it should be borne in mind that if a country’s key interest rate is increased, this may cause that country’s currency to depreciate, because demand for government bonds normally rises in such cases. The converse may apply accordingly, with a cut in the key interest rate leading to depreciation of the country's currency.

2.2.5. **Risks relating to commodities as an underlying or basket constituent**

Commodities are mineral commodities (such as oil and gas), agricultural produce (such as coffee, wheat and corn), precious metals (such as gold, silver and platinum) and non-ferrous metals (such as nickel, zinc and tin) (referred to collectively in the following as "Commodities").
Commodities are often exposed to complex price risks. Their prices are subject to greater fluctuation than in the case of other asset classes (high volatility). In particular, commodities markets are generally less liquid than bond, foreign exchange and equity markets. As a result, changes in supply and demand have a more pronounced effect on prices and volatility, making investments in Commodities riskier and more complex. Examples of some of the typical factors affecting commodity prices are given in the following:

The planning and management of commodity supplies takes up a lot of time. For this reason, the flexibility of commodity supplies is limited, and it is not always possible to adapt production quickly to meet changes in demand. Demand may also vary from region to region. In addition, the transportation costs for Commodities in regions where they are required have an impact on prices. The cyclical behaviour of some Commodities produced during certain times of year, such as agricultural produce, may lead to major price fluctuations.

Direct investments in Commodities attract costs for storage, insurance and taxes. Moreover, no interest or dividends are paid on Commodities. These factors have an impact on the overall return on Commodities.

Not all commodities markets are liquid and able to react quickly and to the extent required in response to changes in supply and demand. Since only few market participants are active on the commodities markets, high levels of speculation may have negative consequences and distort prices.

Unfavourable weather conditions can affect the supply of certain Commodities for a whole year. A supply crisis triggered in this way may give rise to sharp and unpredictable price fluctuations. The spread of disease and outbreaks of epidemics may also influence the price of agricultural produce.

Commodities are often produced in emerging countries and demanded by industrialised countries. However, the political and economic situation in emerging countries is usually considerably less stable than in the industrialised countries. They are much more exposed to the risks of rapid political change and economic setbacks. Political crises may shake investor confidence, and this may in turn influence commodity prices. War or armed conflict may change the supply of and demand for certain Commodities. In addition, it is possible that industrialised countries may impose an embargo on the export and import of goods and services. This could have a direct or indirect impact on the price of Commodities. Moreover, a number of commodity producers have formed organisations or cartels to regulate supply and thus influence prices.

Changes in tax rates and customs duties may have the effect of reducing or increasing returns for commodity producers. If these costs are passed on to customers, such changes will have an effect on the prices of the affected Commodities.

The factors and circumstances described in this chapter that have or could have a direct or indirect effect on the value of Commodities may also have an adverse effect on the price of the Securities. For example, an increased availability of a Commodity is generally reflected in a fall in the price of that Commodity, which represents a risk for investors in the Securities described in this Base Prospectus.

2.2.6. Risks relating to futures and interest rate futures as an underlying or basket constituent

Futures and interest rate futures are standardised forward contracts based on financial instruments (e.g. shares, indices, interest rates, currencies or units of account (including virtual currencies), bonds) known as financial futures, or metals and commodities (e.g. precious metals, wheat, sugar), known as commodity futures. The price of a future or of an interest rate future therefore depends primarily on the performance of the relevant reference asset.

A forward contract constitutes the contractual obligation to buy or sell a certain amount of the relevant object of the contract (the "reference asset") at an agreed price and at a pre-determined date. Futures contracts are traded on derivatives exchanges and are to this end standardised with regard to contract size, nature and quality of the object of the contract and, if applicable, places of delivery and delivery dates.

Generally, there is a strong positive correlation between the price development of an underlying on the spot market and the corresponding futures market. However, in principle futures contracts are traded at a premium to, or discount from, the spot price of the underlying reference asset. The difference between the spot price and the futures price, known as the "basis" in the terminology used on futures exchanges, is the result of the inclusion of costs usually incurred in connection with spot transactions (storage, delivery, insurance etc.) and of income usually generated through spot transactions (interest, dividends etc.) on the one hand, and differences in the evaluation of general market factors prevailing on the spot and futures markets on the other. Moreover, liquidity on the spot market may differ considerably from that on the corresponding futures market, depending on the underlying.

Since the Securities are linked to the exchange price of the underlying futures contracts specified in the Final Terms, knowledge of the market for the reference asset to which the respective futures contract is linked as well as of the method of operation and valuation factors of forward and futures transactions is necessary to make a valid assessment of the risks associated with the purchase of these Securities.

Particular risks relating to dividend futures contracts as the underlying

Dividend futures contracts represent the total dividends distributed by all of the companies included in the index underlying the dividend futures contract in index points, after applying the index divisor. The dividend stream for one calendar year is replicated, i.e. the respective contract only represents the dividends expected for the relevant calendar year. The
performance of the index underlying the dividend futures contract depends on the declaration and payment of any such dividends payable by the issuers of the relevant shares. Such declaration and payment of any dividends payable may be subject to unpredictable fluctuations over time. The calculation of the dividend futures contract is based in principle on all ordinary gross dividends of the companies included in the underlying index. Special dividends, repayments of capital or similar distributions, however, are disregarded to the extent that the respective index sponsor makes an adjustment to the underlying index. Security Holders cannot assume that the companies currently included in the index underlying the dividend futures contract will continue to be included in the index in the future. The composition of the companies included in the index may change during the term of the Securities, which may have an adverse effect on the underlying and on the value of the Securities.

**Futures contract with the next expiry date and Rollover**

Since futures and interest rate futures contracts each have a specific expiry date, the Issuer may, in the case of Securities with an unlimited term (Open-End Tracker Certificates), replace the underlying, at a time specified in the Final Terms, with a futures or interest rate futures contract that, apart from having a longer maturity, has the same contract specifications as the futures or interest rate futures contract initially serving as the underlying (known as "Rollover"). If no futures or interest rate futures contract exists at that point in time with underlying terms and conditions or principal contract features that match those of the underlying which it is intended to replace, the Issuer has the right, in accordance with the Terms and Conditions, to replace the futures or interest rate futures contract or to terminate the Securities.

The Rollover will be carried out on a trading day (the "Rollover Date") within a timeframe specified in the Terms and Conditions, shortly before the current futures contract expires. The reference values on the basis of which the Rollover of the underlying to the new underlying is carried out may be determined by the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) within the limits specified in the Terms and Conditions.

A factor which plays a central role with respect to the Rollover is whether the price of the futures contract with the next expiry date, i.e. the contract being rolled into, is higher or lower than the price of the expiring futures contract. If the market is in "contango", the price of the futures contract with the next expiry date being rolled into is higher than the price of the expiring futures contract. The reverse situation is known as a market in "backwardation". In this case, the price of the futures contract with the next expiry date being rolled into is lower than the price of the expiring futures contract. Depending on the variation in price and the structure of the Security, carrying out the Rollover may affect the price of the Security to the disadvantage of the Security Holders.

In connection with the Rollover, the Issuer may make an adjustment to the ratio or strike and/or other product features described in detail in the Terms and Conditions.

Investors should also note that ongoing bid and offer prices for the Securities cannot be quoted in the secondary market while a Rollover is being carried out, i.e. it may be more difficult or impossible to buy or sell the Securities during a Rollover.

**2.2.7. Risks relating to interest rates as an underlying or basket constituent**

Interest rates depend on the supply and demand for investments in currencies on the international money and capital markets, which are influenced, among other things, by speculative activity, general economic factors, interventions by central banks and government agencies or other political factors. The market level of interest rates on the money and capital markets, however, is frequently subject to substantial fluctuations, as a result of which the holder of Securities with interest rates as an underlying or basket constituent, or as the reference asset for an interest rate futures contract serving as the underlying, is exposed to this risk of changes in interest rates.

If the underlying is a fixed-interest financial instrument, movements in interest rates can be expected to have an especially significant impact on the value of the Securities. A change in the market level of interest rates gives rise to a movement in the respective opposite direction in the price of a fixed-interest financial instrument: If the market level of interest rates increases, the price of the financial instrument normally falls until its yield is approximately equal to the market rate of interest, which is unfavourable for investors in the Securities presented in the Base Prospectus. If, on the other hand, the market level of interest rates falls, the price of the fixed-interest financial instrument increases until its yield is approximately equal to the market rate of interest.

**2.2.8. Risks relating to investment units as an underlying or basket constituent**

If investment units are used as underlyings or basket constituents, investors should note that, depending on the type of fund, e.g. share funds, bond funds, annuity funds, real estate funds etc. as well as funds investing in different assets, the capital accruing to the fund is also invested on the capital market. As a result, the risks arise primarily from the nature of the fund. This means that the value of an investment unit is subject to the same risks, influences and fluctuations as the assets of which the fund is made up. Investors must be able to form their own opinions of the particular features and risk profiles of the assets contained in the fund in order to make an assessment of the expected performance of the underlying.
In addition, investors should note with respect to the performance of the underlying that if investment units are used as underlyings or basket constituents, the relevant reference agent may determine the value of an investment unit (as a price, redemption price or value designated accordingly) only on valuation dates applicable to the fund. Other values determined for the respective investment unit, in particular any prices of the respective investment unit determined and published on a stock exchange, are not taken into account, unless the Final Terms expressly provide otherwise.

Exchange traded funds

If the Securities are linked to units of an exchange traded fund (ETF), the following particular risks arise, which may have an adverse effect on the value of the ETF units forming the underlying or basket constituent and thus on the value of the Securities.

The aim of an ETF is to track an index, a basket or specific individual assets, such as gold (gold ETF), as closely as possible. The value of an ETF therefore depends in particular on the price performance of the individual index or basket constituents or of the other individual assets. However, the possibility cannot be ruled out that the price performance of the ETF may diverge from that of the index, basket or individual assets (known as tracking error).

In contrast to other investment funds, exchange traded funds are not actively managed by the investment company issuing the ETF as a general rule. This means that decisions on the purchase of assets are determined by the index, basket, or individual assets. If the prices of the assets underlying an ETF fall, then in principle the price of the ETF will fall.

In addition to the value of the assets underlying an ETF, the price of an ETF may also depend on fees charged for managing the ETF, and this may have an indirect effect on the value of the Securities.

2.2.9. Risks relating to baskets as an underlying

If the underlying is a basket, its performance is influenced by the performance of the respective basket constituents.

Baskets to be used as underlyings may be designed by companies of the Vontobel Group as well as by other companies. Investors must take note of the selection method used for the composition of the basket and understand how the respective basket functions. The selection of the basket constituents is not necessarily based on the expectations and assessments of the persons composing the basket or of the Issuer with respect to the future performance of the (selected) basket constituents. Investors cannot assume that the respective basket will be successful; they must therefore form their own opinions about the basket and its constituents as well as their risk profiles. The financial instruments covered by this Prospectus may serve as basket constituents. The Issuer may compose the basket from one or several different financial instruments. Reference should be made to the preceding chapters 2.2.1 to 2.2.8 and 2.2.10 with respect to the risks attaching to the individual financial instruments.

The composition of the basket (the "Composition of the Basket") is specified on the issue date and in principle remains unchanged subsequently. Investors should note, however, that the Composition of the Basket may be modified in the case of the adjustment events described under chapters 2.1.17 and 8.1 (section 6 and, if applicable, section 6a). The Issuer may also replace a basket constituent affected for which, in its discretion, an adjustment does not make sense from a financial point of view, with a cash component, the amount of which is determined by the Issuer on the due date specified in the Terms and Conditions. Since this cash component does not bear interest, it remains unchanged for the remainder of the term and does not contribute to the increase in value of the basket.

If the underlying is a basket which, in accordance with the Terms and Conditions, consists wholly or partly of shares or other dividend-bearing securities, it should be noted that dividends paid by individual basket constituents are generally not included in the calculation of the price of the basket and therefore also have no effect in principle on the calculation of the security right. However, investors should bear in mind that if the adjustment events described under chapter 8.1 (section 6a) are applicable, dividends and other cash distributions may also be retained. If the Terms and Conditions of the product provide for the retention of income, ordinary dividend payments, interest and other cash distributions of the respective underlying or basket constituent, received by the issuer between the fixing date and the valuation date, are taken into account net of country-specific taxes, levies and other fees determined by the calculation agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) (the "Net Amount"). In the event of retention of income in the form of reinvestment, the Issuer will reinvest the Net Amount in the relevant basket constituent and the number or weighting of that basket constituent will be adjusted in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the calculation agent in accordance with the Product Conditions. In the event of retention of income in the form of a cash component, the Issuer will use the Net Amount to create a cash component or to increase an existing cash component. Since this cash component does not bear interest, it remains unchanged for the remainder of the term and does not contribute to the increase in value of the basket. The cash component will be created or increased in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the calculation agent in accordance with the Product Conditions.

A particular feature of Securities linked to baskets is that the level of the Cash Amount is based on the performance of a number of basket constituents. For this reason, another factor affecting the value of the Securities is the correlation between the basket constituents, i.e. – expressed simply – the degree to which the performance of the individual constituents depends on the performance of the other constituents. In the case of shares as basket constituents, for example, if all of the shares originate from the same sector and country, a high positive correlation can be assumed. The correlation
takes a value between ‘-1’ and ‘+1’ whereby a correlation of ‘+1’, i.e. a high positive correlation, signifies that changes in the value of the constituents always move in the same direction. With a correlation of ‘-1’, i.e. a high negative correlation, the constituents always move in exactly the opposite direction. A correlation of ‘0’ indicates that it is not possible to make any statement about the connection between changes in the value of the constituents. For example, depending on the design of the basket and the redemption structure, a high positive correlation between the individual constituents will increase the risk for the investor if the basket constituents fall in value (at the same time). A high negative correlation may also have adverse effects for the investor, if changes in the value of individual basket constituents that are in principle favourable for the investor are associated with negative performances by other (negatively correlated) basket constituents.

If the basket constituents are denominated in whole or in part in a currency other than the currency in which the basket is calculated, this may result in further correlation risks during the term of the Certificates in addition to the general correlation risks just described. These correlation risks relate to the degree to which the development of the price of the basket constituent (in a foreign currency) is dependent on the development of the exchange rate between that foreign currency and the currency of the basket.

Depending on the features of the Securities, the individual basket constituents may (initially) be weighted equally or have different weighting factors or be represented in the basket in different proportions. The Issuer may also design the basket in such a way that the weighting factors can also have a negative value. In principle, the closer a weighting factor of a basket constituent is to zero (0) or the smaller its share is in the value of the basket, the smaller the influence the performance of the respective basket constituent has on the performance of the basket as a whole. Conversely, the further away a (positive or negative) weighting factor of a basket constituent is from zero (0) or the greater the respective share of the basket constituent is in the basket, the greater the influence it has on the performance of the basket as a whole.

In the case of negative weighting factors, the performances of the relevant basket constituents are incorporated in the performance of the basket as a whole “with a negative sign”. This means that a positive performance in the case of a negative weighting factor is included in the calculation of the performance of the basket as negative performance; a negative performance in the case of a negative weighting factor becomes positive performance for the purpose of calculating the performance of the whole basket.

Depending on the structure of the Terms and Conditions, one or more basket constituents may have a greater influence on the performance of the basket than other basket constituents if a higher weighting factor is allocated to the former.

Investors should be aware that the basket constituents are not necessarily selected on the basis of the Issuer’s expectations or assessments of the future performance of the selected basket constituents. Investors should therefore perform their own assessments with regard to the future performance of the basket constituents based on their own knowledge and sources of information.

The Issuer may obtain advice from external advisers relating to the selection of the basket constituents and the composition of the basket.

**Particular risks relating to proprietary baskets as an underlying or basket constituent**

Proprietary baskets (also referred to in the following as “Dynamic Baskets”) in principle replicate the performance of their basket constituents, that is, of particular financial instruments chosen using a selection method specified in the description of the relevant Dynamic Basket.

In the case of Securities with Dynamic Baskets as underlyings or basket constituents, investors should therefore also bear in mind the following particular risks:

**Risks relating to the implementation of the selection method**

Dynamic Baskets consist of a basket of different financial instruments, the basket constituents. For Dynamic Baskets, these basket constituents are selected in accordance with the respective dynamic selection method.

Market conditions may develop in a direction in which the respective dynamic selection method does not result in positive performance for the Dynamic Basket, but instead leads to a fall in the value of one or all of the basket constituents or renders them worthless.

**Adverse effects of basket corrections**

In the event of calculation errors classified as material by the calculation agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), a correction is made, provided that this is technically possible and makes sense from an economic point of view. Otherwise no correction is made. Corrections are published on the website prospectus.vontobel.com, and can be accessed by inputting the relevant ISIN. Corrections of the Dynamic Basket may have adverse effects on the value of the Securities linked to the Dynamic Basket.

**General risks in connection with the basket constituents**

Depending on the particular dynamic selection method employed, the respective Dynamic Basket may consist of a basket of shares, other dividend-paying securities and subscription rights of companies, units in collective investment schemes or investment units, bonds, precious metals and cash components as well as units of account.
Please refer to sections 2.2.1 to 2.2.8 and 2.2.10 in this chapter "2. Risk Factors" with respect to the risks attaching to the other individual financial instruments.

**Risks in connection with interest payable on a cash component as a basket constituent**

If the relevant Dynamic Basket has a cash component as a basket constituent, "interest" may also be paid (or - depending on the current market interest rate environment - negative interest charged) on the cash component or, if the balance is negative, debit interest may be charged. The respective interest rate applicable is determined from time to time by the calculation agent on the basis of current market conditions for the respective currency and published on the website prospectus.vontobel.com, and can be accessed by inputting the relevant ISIN. In the event that negative interest rates apply, the calculation agent may at its own discretion stipulate an interest-free allowance for cash components in the respective Dynamic Basket, if it considers it necessary for the effective simulation, in particular, of changes in values and quantities; i.e. only from the point at which the cash component included in the Dynamic Basket exceeds any allowance is negative interest charged on the cash component in excess of that allowance.

Negative interest charged on the cash component replicated in the respective Dynamic Basket will have adverse effects on the value of the Securities linked to the Dynamic Basket.

**2.2.10. Risks relating to virtual currencies as an underlying or basket constituent**

If the underlying or basket constituent is a virtual currency, the performance of the Securities is affected by the performance of the virtual currency.

Virtual currency is a general term under which cryptographic currencies such as Bitcoin are also subsumed. The concept of a virtual currency denotes a certain type of unregulated virtual money that is not issued or backed by a central bank. The rates of exchange between a currency and a virtual currency are generally determined by supply and demand on particular trading platforms on which those virtual currencies are traded. Those rates of exchange may be affected by a variety of factors similar to the factors relating to exchange rates (see chapter 2.2.4 above). Exchange rate movements may have an effect on the value of the Securities and in relation to the amounts payable.

The price of a virtual currency is dependent on a number of factors outside the control of the Issuer. An important point to note is that the value of a virtual currency is very closely linked to investor confidence in that virtual currency. If investors lose confidence in the virtual currency, the value of that virtual currency will also fall. The market value of a virtual currency is in principle not based on any type of claim nor on a physical asset. Instead, its market value depends mainly on the expectation that it will be possible to use the virtual currency for future transactions. This close connection between expectation and market value is responsible for the current volatility in the market value of a virtual currency, which is expected to continue in future. Investors in virtual currencies (and therefore indirectly investors in products using virtual currencies as the Underlying as well) are exposed to higher risks of fraud and loss (see in particular the risks described under this subsection 2.2.10). Investors therefore face an increased risk that the Issuer will determine a hedging disruption event. If the Issuer determines a hedging disruption event, there is a risk that the issuer will suffer a total loss since the final fixing could result in a valuation for the Underlying of zero (0).

The risks attributable in principle to a direct investment in virtual currencies are described in the following. These risks, by themselves or together with further risks and unpredictable factors of which are currently unknown or which are currently regarded as insignificant, could have a material adverse effect on the value of the Securities, since the latter are linked to the underlying and therefore to the virtual currency. The market price of the virtual currency could fall and even become zero (0) in the event of the realisation of any one or all of these risks. In these circumstances, investors could lose part or all of their investment.

**Risks in connection with exchange rate fluctuations**

The rates of exchange between virtual and national currencies are determined by supply and demand on the relevant trading platforms which are influenced by a variety of factors, such as speculative activity, general economic factors, interventions by central banks and government agencies or other political factors (including restrictions on buying and selling). Exchange rate fluctuations may have an adverse effect on the value of the Securities.

**The value of a virtual currency may change rapidly and fall to zero (0)**

The value of a virtual currency may change rapidly and fall to zero (0). It should be borne in mind that the value of a virtual currency is highly volatile and can rise or fall very quickly. If the reputation or the degree of acceptance of a virtual currency falls, this could result in the value of that virtual currency suffering a rapid and permanent decline. The market value of a virtual currency does not depend on a claim or a reference value; it depends in principle on the investors' expectation that it will be possible to use the virtual currency in the future for transactions and as a means of payment. The close relationship between the expectations held and the market value is reflected in higher volatility in the market value of a virtual currency. The degree of acceptance of a virtual currency may decline, among other reasons, if the virtual currency is not accepted or no longer accepted as a means of payment.

**Small number of transactions**

Virtual currencies are only used to a limited extent as a means of payment. This is due in particular to the low acceptance as a means of payment. Compared to cashless transactions in currencies such as USD, EUR or GBP,
transactions in virtual currencies are extremely low. In addition, the equivalent value of transactions in virtual currencies in a currency such as USD is difficult to measure due to the sometimes very strong exchange rate fluctuations.

**Risks related to increasing costs**

There is a risk that the costs associated with transactions in virtual currencies could increase (for example as a result of higher costs for the "mining" of the virtual currency), which could hinder the acceptance of one or more virtual currencies. Fees – comparable with those charged by banks – could also be imposed. This could result in users abandoning particular virtual currencies and turning to alternative virtual currencies or systems. This may have an adverse impact on the reputation and acceptance of the virtual currency concerned and lead to negative effects on the market value of that virtual currency.

**Risks relating to competing virtual currencies**

Although some virtual currencies, such as Bitcoin, currently have significant status among virtual currencies and in the perception of the public, there is a danger that other virtual currencies may have or acquire competitive advantages, and that the significance of currently successful virtual currencies will decline and that they may even be crowded out of the market. A decline in the significance of virtual currencies is associated with the risk that the value of the virtual currency concerned may fall or even become zero (0).

**Political and legal risks**

The legal status of virtual currencies may vary between different states. The absence of a uniform regulatory, legal and tax framework makes it difficult to assess the risks arising in this connection. Since virtual currencies frequently represent unregulated assets, there is a risk that future political, regulatory and legal (including tax) changes may have an adverse effect on the market for virtual currencies and companies operating in that market. This could result in the value of the virtual currency concerned being adversely affected.

**Tax risks**

Virtual currencies and trading in virtual currencies could be subject to taxation, for example VAT or investment income withholding tax. All investors should seek information on whether the use of virtual currencies gives rise to tax obligations in their particular countries. Tax issues should be clarified with the assistance of a tax adviser where necessary.

**Risks in connection with trading platforms**

Virtual currencies can be purchased directly from an owner or via a trading platform. As a rule, these platforms are not regulated. A number of trading platforms have already had to cease their business operations or have been closed for other reasons – in some cases due to attacks by hackers.

In addition, trading platforms are not banks, managing a virtual currency as a deposit. If a trading platform loses units of a virtual currency or has to cease its business operations, there is generally no specific legal protection (as provided by a deposit protection scheme, for example) covering losses of units of a virtual currency held on the trading platform. This is the case even if the trading platform’s activities are officially authorised.

Specific risks may arise for some trading platforms as a result of the particular features of the respective trading platform. For example, the trading platform may have limited transparency with respect both to pricing and to its ownership or corporate structure. Trading platforms with limited transparency may nevertheless record high levels of turnover in the virtual currency. If confidence in the respective trading platform declines as a result of its limited transparency, this may have adverse effects on trading in the virtual currencies concerned and on the turnover in those currencies. This may in turn have an adverse effect on the market price of the respective virtual currency.

**Transactions in virtual currency may be used for criminal purposes**

Transactions in virtual currency are public, but the owners and recipients of the transactions are not. The transactions are very difficult to trace and provide users of virtual currencies with a high degree of anonymity. The virtual currency's network can therefore be used in transactions for criminal purposes such as money laundering. Abuses of this kind can result in trading platforms being shut down by law enforcement agencies, denying access to credit balances on the platform as a result.

**Risks relating to the security of virtual currencies**

Virtual currencies can be stolen, which could result in a total loss. Once acquired, virtual currencies are normally stored in a "virtual wallet" on a computer, notebook or smartphone. These virtual wallets are usually protected with a private key or password. Virtual wallets usually have a public key and a private key or a password which are used to gain access. However, virtual wallets are not completely protected from hackers. Money can be stolen from a virtual wallet in the same way as from real wallets. The prospects of getting the money back are slim. This may have an adverse effect on the reputation of the currency or of the market place in question, and so negatively impact the market price of the relevant virtual currency.

Furthermore, there is a risk that investors may lose the key or password for the virtual wallet or that it may no longer be available for other reasons. In such circumstances, virtual credit balances may be lost for good. There are no central agencies which store passwords or issue replacement passwords.
Low level of trading activity

A general point to note is that, as a rule, virtual currencies are only traded infrequently. Another noteworthy feature is that persons who produce cryptographic currencies which are based on blockchain technology (known as "miners") normally recover the costs they have incurred in doing so by immediately converting the virtual currency into a national currency. This could suggest that only a small proportion of a virtual currency is used for transactions; a large proportion of investors in virtual currencies may hold the virtual currency for long-term purposes, for example for speculative reasons or as savings.

Liquidity and exchange rate risks

There is a risk that there may be insufficient liquidity in the markets to convert virtual currencies into national currencies, for example Bitcoins into US dollars. It cannot be predicted whether a market will be available for virtual currencies or will remain available, whether any such market will be liquid or illiquid and how the virtual currencies on any such market will be traded. If the virtual currencies are not traded on an exchange, it may be difficult to obtain information to determine the price of the virtual currencies, and this may have an adverse effect on the liquidity and market price of the virtual currencies. The consequences of this could include highly volatile exchange rates.

The liquidity of the virtual currencies may also be impacted by buying and selling restrictions in different jurisdictions. The more restricted the market is, the more difficult it may be for investors to determine and/or realise the market value of the virtual currencies. In addition, the volatility of the respective currency of exchange may have a material adverse effect on the exchange rate.

The historical market price of a virtual currency or its exchange rate is not an indicator of its future performance. It is not possible to predict whether the market price of a virtual currency will increase or decrease in relation to another currency.

Risks relating to the payment process

A payment in virtual currency is generally not a real-time payment, since up to ten minutes are required to verify the payment. Moreover, it is recommended to wait for six confirmation procedures, which take place every ten minutes, in order to increase the certainty that the payment has actually been added to the chain of verified transactions (known as the blockchain). In this case, the verification of a payment may take up to one hour. This cost in terms of time may make payment in a virtual currency seem less attractive than a card payment which can be carried out in real time. If the payment process is less attractive, this may have an adverse effect on the attractiveness of the virtual currency.

Risks relating to the virtual currency’s code or protocol

There is a risk that the source code or protocol on which a virtual currency is based may contain errors. Any such error could threaten the integrity and security of the relevant virtual currency and the corresponding network. For example, the source code of Bitcoin is public and can be downloaded and inspected by anyone. Nevertheless, there could be an error in the source code that has not yet been found and rectified, or such an error could be exploited for as long as it has not been removed. There is the additional risk of an error that cannot be rectified. These risks could materially weaken the reputation of a virtual currency, which could have an adverse effect on its market price.

Risks relating to the virtual currency’s security, ownership, and transfer

Ownership of certain virtual currencies, e.g. of bitcoins, are determined by knowledge of a "private key" which can be thought of as similar to a password that grants the ability to transfer such virtual currency held in an individual address. Such virtual currencies are transferred by cryptographically signing a message with this private key that tells the network that the owner wishes to move the bitcoins from one public address to another specific public address. Public-private key cryptography ensures that all network participants can cryptographically verify that a transaction is valid.

There exist the risk that private keys may be cracked, i.e. decoded, by an unauthorised person and used to verify that a transaction is valid. Today, the encryption of transactions is ensured by the difficulty of cracking its code using existing computers. However, private keys might be cracked and therefore unsecure when the calculation power of computers advance, such as by the development of quantum computers.

The unsecurerness of private keys could materially and adversely affect the market price and reputation of affected virtual currency.

Risks relating to the future development of a virtual currency

Various virtual currencies, such as Bitcoin, were created in the form of open source software, i.e. as a programme that is freely available to everyone. The source code or protocol on which the virtual currencies are based is publicly accessible and constantly being developed. The further development and acceptance of the protocol depends on a range of factors. The development of virtual currencies could be hindered or delayed if disagreements were to arise between the participants, developers and members of the network.

New and improved versions of the source code must be confirmed by a majority of the members of the network in order to update the source code version. In the event that a majority of the network cannot be reached for the purpose of updating the source code, this could mean that urgent updates or improvements in the source code are implemented only partially or not at all. If the development of the source code is hindered or delayed, this may have an adverse effect
on the value of the virtual currency. Furthermore, there is a risk that one or more members of the network could control a majority of the network. In this case, the majority could impose changes in the source code that have an adverse effect on the market value of the virtual currency concerned. For example, such changes could affect the verification procedure, the generation of private keys (which are necessary for the purpose of executing transactions) or the subsequent deletion of transactions. Such "51% attacks" could result in a general loss of confidence in the virtual currency and the possible total cessation of trading. It may be difficult to keep track of these scenarios in some cases and they could permanently upset the equal status of the participants in the network. This would cause a loss of reputation and material adverse effects on the market value of the virtual currency concerned. But even if such adverse scenarios are not realised, control of the majority of a network could have the same adverse effects for the market value of the virtual currency.

The risk of so-called 51% attacks represents a general risk and is not limited to enforcing changes to the source code. Thus, a person or group of persons who represent the majority of the network may manipulate transactions within the network (without necessarily changing the source code). This risk theoretically already exists below the 50% threshold, but is becoming increasingly unlikely the less of the network is represented. The risk of such attacks increase when pools of persons join into so-called mining pools.

There is a risk that source codes or protocols could be developed further and for various reasons this could result in the virtual currency splitting into more than one protocol (known as a "hard fork"). A hard fork is a basically change in the consensus rules such that computers running the old code no longer produce transactions recognized as valid by computers running the new code. A hard fork may be uncontentious, contentious, or a spin-off. An uncontentious hard fork can be viewed as a software upgrade that all (or nearly all) users agree is beneficial, such that only one network and one set of rules results from the change. In a contentious hard fork, disagreement amongst users may result in two competing incompatible networks that vie for the same brand. For example, on 1 August 2017, the Bitcoin network underwent a spin-off hard fork that resulted in bitcoin (BTC) and bitcoin cash (BCH).

In contrast to hard forks, virtual currencies may also “soft fork.” A soft fork is a change to the protocol that is backwards compatible. This means that upgraded nodes remain on the same network as non-upgraded nodes. For example, the Bitcoin network activated the "segregated witness" soft fork ("SegWit") on 24 August 2017. SegWit separated two parts of the Bitcoin block – transaction data, and the transactions’ associated signatures. This data segregation doubled the throughput of the Bitcoin network from 7 transactions to 14 transactions per second. It also eliminated a flaw in the Bitcoin protocol known as “transaction malleability,” which enabled the construction of supplementary networks that reference or settle to the Bitcoin blockchain with greater ease.

In the context of a hard or soft fork, or other process that results in a division or split of bitcoin into multiple, possibly non-fungible, assets, it could be that trading platforms on which virtual currencies are traded will temporarily suspend the ability to deposit or withdraw, or buy and sell, the relevant virtual currency on that trading platform, until the risks and consequences that may result from the hard fork (such as replay attacks or network instability) have been definitively assessed. This could take several days in some circumstances, but such timeframe is in general not predictable. During any such temporary suspension, there is a risk that the Market Maker will not quote any bid and offer prices for the Securities.

Furthermore, in the event of a hard or soft fork, or other process that results in a division or split of bitcoin or further virtual currencies into multiple, possibly non-fungible, assets is expected, the Issuer has the discretion to take appropriate action to align the effects of such process. There exist no right to compensation or ownership of any of such assets created in connection with or as a result of a fork.

There is a further risk that in the case of a publicly accessible protocol, developers will not have the incentive of being remunerated for the further development of the source code. This could mean that the ongoing qualitative further development of the source code is hindered or delayed. If the source code is not developed further, however, this could have an adverse effect on the value of the virtual currency concerned.

2.3. Material risks applying to specific Securities

As a result of the fact that the Securities described below are linked to the performance of an underlying, all investors in one of those Securities are exposed to the risk that the capital invested may not be repaid in full, or at least not in every case.

The Cash Amount cannot be negative. If the Cash Amount is less than the purchase price paid by the Security Holder, the Security Holder will suffer a loss. The loss of capital may be substantial with the result that a total loss may be incurred. Even if no loss of capital is incurred, there exists the risk that the return on a capital market investment with a similar maturity (based on the relevant exercise date in the case of Open-End Tracker Certificates) and a market rate of interest may not be achieved. Furthermore, the investor does not generally participate in regular distributions (e.g. dividends in the case of shares as the underlying or comparable distributions by an underlying or its constituents). In the case of Securities for which the Product Conditions indicate that cash distribution is applicable (either in the form of reinvestment or a cash component), the investor participates in amounts distributed, interest or income similar to interest (e.g. dividends in the case of shares and where the underlying or basket constituent consists of investment units).
2.3.1. Risk relating to the level of the Cash Amount at maturity or upon exercise by the Security Holder or termination by the Issuer

The characteristic feature of Tracker Certificates is that they reproduce the performance of the underlying virtually 1:1, taking into account the other features of the Securities as specified in the Terms and Conditions. Investors should note that any management fee, performance fee and/or Quanto fee (Quanto interest rate) will result in a divergence from the 1:1 replication of the performance of the underlying.

If the value of the underlying falls, all Tracker Certificates involve a risk of loss depending on the level of the underlying. A total loss will occur if the relevant price of the underlying (the reference price) for the purpose of calculating the Cash Amount (upon maturity in the case of Tracker Certificates with a finite term or upon exercise by the Security Holder or ordinary termination by the Issuer in the case of Open-End Tracker Certificates) amounts to zero (0).

2.3.2. Risks relating to cash settlement of the Tracker Certificates

The Securities grant the investor the right to cash settlement, i.e. to the payment of a cash amount equal to the Cash Amount, in accordance with the Final Terms. Delivery of the underlying or of basket constituents does not take place. The Cash Amount for each Security is calculated in principle on the basis of the reference price of the underlying on the valuation date (where applicable, taking into account the ratio and, where applicable, converted into the settlement currency of the Securities). Redemption of the Securities at the respective purchase price or at an amount that typically reflects the individual security types is not guaranteed.

2.3.3. Risks relating to Securities with triparty collateral management (TCM)

Securities with TCM are collateralised by an agreement entered into by Bank Vontobel AG, Zurich, as collateral provider, SIX Repo AG, acting as a direct representative for and in the name of the Security Holder as collateral taker, SIX SIS AG, acting as custodian and collateral manager, and Vontobel Financial Products GmbH as the Issuer (the "Framework Agreement").

The collateral provider provides corresponding collateral. The collateral is pledged in favour of the investors, who are represented for this purpose by the collateral taker. The collateral is used for the purpose of satisfying the liabilities of the Issuer to the investors in the event of insolvency or similar events (e.g. payment default, restructuring, liquidation etc.) or in the event of under-collateralisation. The collateral is selected by the collateral provider and deposited with SIX SIS AG in a segregated TCM account and securities account in the name of the collateral provider.

The costs of the TCM collateralisation (including the lending costs for the collateral required) are reflected in the pricing of the Securities and thus borne indirectly by the investors.

If Bank Vontobel AG as the collateral provider fails to fulfil its obligations, the collateral will be liquidated by SIX SIS AG or a liquidator under the terms of the applicable legal regulations.

If a liquidation event occurs, the collateral manager notifies the Security Holder of the maturity date for the liquidation event. Following the occurrence of a liquidation event in relation to a Security, the collateral manager determines the liquidation value of that product as the last available current value prior to the occurrence of the liquidation event. This value is binding for the collateral provider and the Security Holders. The relevant current values form the basis for the claims of the Security Holders against the Issuer at the maturity of the products in accordance with the provisions of the Framework Agreement.

Collateralisation eliminates the Issuer default risk only to the extent that the proceeds from the liquidation of collateral upon the occurrence of a liquidation event (less the costs of liquidation and payout) are able to cover the Security Holders’ claims. The liquidation event also results in the (early) termination of the Securities. This entails the risk that the current value of the relevant Security may be significantly lower than the Cash Amount determined in accordance with the Terms and Conditions and that, at the date of the early redemption of the Securities, the investment may show a (significantly) lower return than the return expected at the end of the term or in the case of the exercise of the Securities.

The Security Holder bears the following risks in particular:

- the collateral provider may be unable to deliver the additional collateral required in the event that the value of the Securities rises or the value of the collateral fails;
- SIX SIS AG may be unable to liquidate the collateral immediately in a liquidation event, because it is prevented from doing so by practical hindrances or the collateral has to be handed over to the executory authorities for liquidation;
- the market risk associated with the collateral may result in insufficient liquidation proceeds or, in extraordinary circumstances, the collateral may lose its value entirely by the date of actual liquidation;
- maturity in accordance with the Framework Agreement of Securities in a foreign currency may generate losses for the Security Holder, because the current value (which is relevant for the Security Holder's claim against the
Issuer) is determined in the foreign currency while the payment of the pro rata net liquidation proceeds (relevant for the extent to which the Security Holder’s claim against the Issuer is extinguished) is made in Swiss francs;

- the collateralisation may be challenged according to the laws governing debt enforcement and bankruptcy, so that the collateral cannot be liquidated for the benefit of the Security Holders in accordance with the provisions of the Framework Agreement.

The costs arising in connection with the liquidation and payout (including taxes and levies as well as advisory fees) may be included in the pricing of a Security and will in any event be borne by the Security Holder. The pro rata net liquidation proceeds will be paid to the investors in a liquidation event by SIX SIS AG and by financial intermediaries along a payment chain. The investors bear the risk that any liquidation proceeds may be passed on only partially or not at all as a result of the insolvency of SIX SIS AG and/or of the financial intermediaries. The possible insolvency of SIX SIS AG and/or of the financial intermediaries therefore constitutes a credit risk to which the investors are exposed in the case of a liquidation event. The payout to the investors may be delayed for practical or legal reasons.

The maximum claim of an investor to satisfaction out of the net liquidation proceeds of the collateral is based on the sum of the current values of the investor’s relevant Securities. If the calculation of the current value of a Security proves to be erroneous, the collateral provided for the product may be insufficient.

2.4. Risks relating to the Issuer

2.4.1. Risk of bankruptcy

The Security holders bear the risk of bankruptcy of the Issuer.

Bankruptcy risk means that the Issuer cannot meet its obligations under the securities, on time or in full. This circumstance may occur if the Issuer is insolvent or overindebted.

If insolvency proceedings are instituted against the Issuer, Security holders can only assert their claims in accordance with the legal provisions of the German Insolvency Act (Insolvenzordnung). Security holders will then receive a cash amount that is measured by the amount of the so-called insolvency rate. This amount will usually not be even close to the amount of principal paid by the Security holders for the purchase of the Securities. Insolvency of the Issuer may even result in the complete loss of principal paid by Security holders for the purchase of the securities (total loss).

The Issuer enters into transactions to hedge its obligations under the Securities. The Issuer currently only enters into such hedging transactions with companies of the Vontobel Group (which includes all consolidated subsidiaries of Vontobel Holding AG). Therefore, the Issuer is exposed to a so-called cluster risk compared to a more diversified selection of counterparties in hedging transactions. Insolvency or overindebtedness of a Vontobel Group company may therefore directly result in the Issuer’s insolvency. Security holders have no entitlement to these hedging transactions.

Investors should also take into consideration the creditworthiness of the Issuer when making their investment decisions. Issuers with poor creditworthiness typically have a higher insolvency risk. The Issuer is an issuance vehicle, i.e. a company whose main purpose is to issue securities. Currently, the Issuer does not have a credit rating. Therefore, it is not possible for investors to compare the solvency of the Issuer with that of companies which have a rating. The Issuer’s liable share capital amounts to EUR 50,000. The investor is exposed to a higher credit risk than in the case of an issuer with a higher level of capital resources.

2.4.2. No deposit protection scheme or similar protection system

The securities are in principle not protected by special measures.

The obligations of the Issuer from the Securities are not collateralised, if not otherwise stated in the respective final terms. In particular, Security holders are not protected or otherwise guaranteed or guaranteed by a deposit protection scheme or similar protection system.

In the event of a bankruptcy of the Issuer, the following applies: Security holders are not protected against the complete loss of principal paid by them for the purchase of the Securities.

2.5. Risks relating to the German Guarantor

In connection with certain securities which have been issued by the Issuer, the due payment by the Issuer of all amounts payable in accordance with the respective terms and conditions of the securities issued under the respective base prospectus is guaranteed by Bank Vontobel Europe AG. The information, whether Bank Vontobel Europe AG is the (German) Guarantor, is defined in the respective base prospectus.

2.5.1. Risk of bankruptcy

The Security holders bear the risk of bankruptcy of Bank Vontobel Europe AG.

Bankruptcy risk means that Bank Vontobel Europe AG cannot meet its obligations under the securities, on time or in full. This circumstance may occur if Bank Vontobel Europe AG is insolvent or overindebted.
Bank Vontobel Europe AG is a subsidiary of Vontobel Holding AG, the parent company of the Vontobel group (Vontobel Holding AG together with its consolidated subsidiaries, the “Vontobel Group”).

If insolvency proceedings are instituted against Bank Vontobel Europe AG, Security holders can only assert their claims in accordance with the legal provisions of the German Insolvency Act (Insolvenzordnung). Security holders will then receive a cash amount that is measured by the amount of the so-called insolvency rate. This amount will usually not be even close to the amount of principal paid by the Security holders for the purchase of the Securities. Insolvency of the Issuer and Bank Vontobel Europe AG may even result in the complete loss of principal paid by Security holders for the purchase of the securities (total loss).

2.5.2. Risks related to the Guarantee and the legal enforcement of claims

The Security holders bear the risk of the legal enforcement of claims under the guarantee.

The German Guarantee constitutes an independent, unsecured and non-subordinated obligation of Bank Vontobel Europe AG. The German Guarantee is subject to German law; the place of jurisdiction is Munich.

Upon discharge of any obligations of the Issuer or Bank Vontobel Europe AG subsisting under the Securities or under the guarantee in favour of a holder of Securities, the relevant guaranteed right of such holder under the Securities or the guarantee, respectively, shall cease to exist.

The legal enforcement of any claims arising in connection with the guarantee against Bank Vontobel Europe AG is only possible in Germany. This may result in increased costs in connection with the assertion of legal claims (for example, the representation by a lawyer of the respective jurisdiction, if necessary, before the competent court or in connection with possible legal statements). The duration of any court proceedings in such jurisdiction may also deviate from the duration of judicial proceedings in the country of domicile of the investor.

2.5.3. German resolution proceedings and resolution planning requirements

The European Parliament and the Council of the European Union published a directive for establishing a framework for the recovery and resolution of credit institutions and investment firms on 15 May 2014 (the so-called Bank Recovery and Resolution Directive (“BRRD”)). The BRRD was implemented in Germany through the Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz — “SAG”).

The stated aim of the BRRD is to provide supervisory authorities, including the relevant German resolution authority, with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' contributions to bank bail-outs and/or exposure to losses. In particular, the SAG was implemented to give the competent resolution authority, i.e. the BaFin, the authority to write down the claims of unsecured creditors of a failing institution and to convert debt claims into equity (so-called bail-in tool), transfer assets, rights and liabilities to a bridge bank or an asset management vehicle, sell the credit institution or its business to a third party or change the maturity or the interest rate of the instruments if certain requirements are met (“Resolution Tools”).

However, before any Resolution Tool is being used at the point of non-viability of the issuing credit institution, the resolution authority is required to write down Common Equity Tier 1 capital instruments in full and, in a second step, to write down in full Additional Tier 1 and Tier 2 capital instruments or to convert them into Common Equity Tier 1 instruments. Thus, the Resolution Tools will only be applied after a write down and/or conversion of relevant capital instruments has taken place. Under the bail-in tool the competent resolution authority shall have the power, upon certain trigger events, to cancel existing shares, to write down liabilities eligible for bail-in (i.e. subordinated debt and even non-subordinated debt, subject to exceptions in respect of certain liabilities) of a failing credit institution or to convert such eligible liabilities of a failing credit institution into equity at certain rates of conversion representing appropriate compensation to the affected creditor for the loss incurred as a result of the write-down and conversion in order to strengthen the credit institution's financial position and allow it to continue as a going concern subject to appropriate restructuring.

Claims of a Security Holders in respect of Bank Vontobel Europe AG’s guarantee might be subject to the Resolution Tools. In this case, such claims may be subject to a partial or total write-down or conversion into equity which may result in a partial or total loss of the entitlement of the respective Security Holder.

2.6. Risks relating to the Swiss Guarantor

In connection with certain securities which have been issued by the Issuer, the due payment by the Issuer of all amounts payable in accordance with the respective terms and conditions of the securities issued under the respective base prospectus is guaranteed by Vontobel Holding AG. The information, whether Vontobel Holding AG is the (Swiss) Guarantor, is defined in the respective base prospectus.

2.6.1. Risk of bankruptcy

The Security holders bear the risk of bankruptcy of Vontobel Holding AG.

Vontobel Holding AG is the parent company of the Vontobel Group (“Vontobel Group”). Vontobel Holding AG guarantees in accordance with article 111 of the Swiss Code of Obligations (Schweizerisches Obligationenrecht, OR) securities holders the proper payment of all amounts payable in accordance with the respective conditions.
2.6.4. Risks in connection with the rating

A rating does not constitute a recommendation to buy, sell or hold the Securities and does not guarantee that no losses will occur. Companies with poor creditworthiness typically have a higher insolvency risk. Currently, Vontobel Holding AG has a rating of a rating agency, therefore, it is possible for investors to compare the solvency of the company with other companies which have ratings.

Investors should note that the creditworthiness of Vontobel Holding AG may be affected by economic and/or company specific developments during the term of the securities, in particular in Switzerland, Germany and the rest of Europe, as well as due to altered conditions on the financial markets. These developments may be caused, among other things, by cyclical, regulatory, or tax changes which may sustainably affect the company's profitability and solvency.

If insolvency proceedings are instituted against Vontobel Holding AG, security holders can only assert their claims in accordance with the legal provisions of the Swiss Federal law on debt enforcement and bankruptcy (Bundesgesetz über Schuldentreibung und Konkurs). Security Holders will then receive a cash amount that is measured according to the so-called collocation plan (Kollokationsplan) established by the Swiss debt office (Betreibungsamt) and the distribution list (Verteilungsliste), by the amount of the so-called insolvency rate. This amount will usually not be even close to the amount of principal paid by the security holders for the purchase of the Securities. Bankruptcy of Vontobel Holding AG may even result in the complete loss of principal paid by security holders for the purchase of the securities (total loss).

2.6.2. Swiss resolution proceedings and resolution planning requirements

Pursuant to Swiss banking laws, the Swiss supervisory financial authority (Eidgenössische Finanzmarktaufsicht, "FINMA") has broad powers and discretion in the case of resolution proceedings with respect to a Swiss bank and to a Swiss parent company of a financial group, such as Vontobel Holding AG, Zurich, Switzerland. These broad powers include the power to cancel Vontobel Holding AG's outstanding equity, convert debt instruments and other liabilities of Vontobel Holding AG into equity and cancel such liabilities in whole or in part, and stay (for a maximum of two business days) certain rights under contracts, as well as order protective measures, including the deferment of payments, and institute liquidation proceedings. The scope of such powers and discretion and the legal mechanisms that would be utilized are subject to development and interpretation.

Vontobel Holding AG is currently subject to resolution proceedings and resolution planning requirements (Recovery and Resolution Plan, RRP) in Switzerland and may face similar requirements in other jurisdictions. If a resolution plan is determined by the relevant authority to be inadequate, relevant regulations may allow the authority to place limitations on the scope or size of Vontobel Holding AG’s business in that jurisdiction, require it to hold higher amounts of capital or liquidity, require it to divest assets or subsidiaries or to change its legal structure or business to remove the relevant impediments to resolution.

The exercise of any resolution power by the relevant resolution authorities in respect of Vontobel Holding AG or Bank Vontobel AG could materially adversely affect the value of the Securities, and an investor may not be able to recover all or even part of the amount due under the Securities.

2.6.3. Risks related to the Guarantee and the legal enforcement of claims

The Swiss Guarantee constitutes an independent, unsecured and non-subordinated obligation of Vontobel Holding AG. The Swiss Guarantee is subject to Swiss law; the place of jurisdiction is Zurich.

Upon discharge of any obligations of the Issuer or Vontobel Holding AG subsisting under the Securities or under the guarantee in favour of a holder of Securities, the relevant guaranteed right of such holder under the Securities or the guarantee, respectively, shall cease to exist.

The legal enforcement of any claims arising in connection with the guarantee against Vontobel Holding AG is only possible in Switzerland. This may result in increased costs in connection with the assertion of legal claims (for example, the representation by a lawyer of the respective jurisdiction, if necessary, before the competent court or in connection with possible legal statements). The duration of any court proceedings in such jurisdiction may also deviate from the duration of judicial proceedings in the country of domicile of the investor.

2.6.4. Risks in connection with the rating

Currently, the Company has a Rating of a rating agency. A Rating awarded by a rating agency may at any time be suspended, downgraded or withdrawn. Any such suspension, downgrade or withdrawal of the rating awarded to the Company may have a sustained adverse effect on the market price of the Securities.

A rating does not constitute a recommendation to buy, sell or hold the Securities and does not guarantee that no losses will occur.
2.7. Risks relating to potential conflicts of interest

The Issuer, Guarantor and other companies of the Vontobel Group may pursue interests that conflict with or do not take into account the interests of the Security holders. This may be in connection with the exercise of other functions or in carrying out further transactions. Potential conflicts of interest may adversely affect the value of the Securities.

Pricing by Bank Vontobel Europe AG

Bank Vontobel Europe AG, Munich, or another Vontobel Group company may act as market maker for the Securities. The market maker is responsible for setting the prices of the securities ("market making"). The prices do not come about directly through supply and demand. This differentiates the pricing of securities from exchange trading, where prices are based on supply and demand.

Companies in the Vontobel Group can also act as market makers for the underlying.

Market making can significantly influence the price of the underlying. Market making can therefore also influence the value of the securities. The prices set by the market maker will not always correspond to the prices that would have formed in a liquid exchange trading. The bid and offer prices quoted by the market maker in the secondary market are determined on the basis of the fair value of the securities. The fair value depends amongst other things from the value of the underlying. In addition, an initial charge, which may be levied on the securities, is taken into account. In addition, fees and costs may be included that are due when the securities become due and are deducted from the cash amounts. These may be, for example, administrative, transaction or similar fees.

Other factors may also influence pricing in the secondary market. These include the dividends or other income paid or expected for the underlying.

The market maker sets the spread between bid and ask prices. Bid price is the price at which the market maker buys the securities. Ask price is the price at which he sells the securities. The spread depends on supply and demand for the securities as well as on certain yield aspects. Some costs are deducted when the securities are priced over the life of the securities. However, this does not always happen evenly over the term. Costs may be deducted in full from the fair value of the securities at an early stage as determined by the market maker. This also applies to a margin included in the issue price of the securities. Dividends and other income from the underlying may also be discounted at an earlier point in time. This is done on the basis of dividends expected for the entire term or a certain period of time. The prices quoted by the market maker may therefore differ materially from the fair or the economically expectable value of the securities. In addition, the market maker can change the method at any time, after which he sets the rates. For example, he can increase or decrease the spread between bid and ask prices.

When calculating the price of the Securities, the market maker considers the price of the Underlying or its components as follows:

• If both the security and the underlying are traded, the following applies: The market maker considers the secondary market price of the underlying when pricing the securities.
• If the security is traded even though the underlying is not traded, the following applies: The market maker estimates the price of the underlying when pricing the securities. Such a situation can occur, for example, in the following case: The security is traded on the stock exchange in Germany. The US underlying (US Share) is not traded because the on the same day in the US is a public holiday.

Exercise of other functions

Companies of the Vontobel Group may also have a different function in relation to the securities, e.g., as calculation agent, index calculation agent, index sponsor, or participant in the selection process of a proprietary index or basket.

Such a function may enable such company to determine the composition of the underlying or calculate its value. These functions may give rise to conflicts of interest in determining the prices of the Securities and other related findings, both among the relevant companies of the Vontobel Group and between these companies and the Security holders.

There is a possibility that companies of the Vontobel Group may generate additional income by offering securities with bonds as an underlying or as part of the underlying.

Further transactions

Companies of the Vontobel Group may enter into transactions with respect to the underlying asset or its components. Such transactions may adversely affect the performance of the underlying. It may also adversely affect the value and / or tradability of the Securities.

This includes the Issuer’s business, which hedges its obligations under the Securities. The value of the Securities may be affected by the dissolution of part or all of such hedging transactions.

Business relations

The Issuer, Guarantor and other companies of the Vontobel Group may have business relations with the issuer of the underlying or its constituents. Such a business relationship can be achieved, for example, by:

• the acquisition and disposal of financial instruments,
• the brokering of transactions concerning the acquisition and disposal of financial instruments,
• lending,
• custody and administrative activities,
• activities related to the management of risks, or
• advisory and trading activities

This may adversely affect the value of the Securities.

Information related to the underlying

The Issuer, Guarantor and other companies of the Vontobel Group may own or obtain material, non-public information about the underlying or its components. For example, companies of the Vontobel Group may issue research reports relating to the underlying or its components. The Company and other companies of the Vontobel Group are not obliged to pass on such information to potential investors or Security holders, unless there are legal obligations.
3. **Information about the Issuer**

The required information about Vontobel Financial Products GmbH as the Issuer of the Securities is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, "WpPG") from the registration document of Vontobel Financial Products GmbH dated 9 April 2019 filed with the German Federal Financial Supervisory Authority (Bundesanztlt für Finanzdienstleistungsaufsicht, "BaFin") (the "Registration Document of the Issuer") (see section 13 of the Base Prospectus).

No significant changes have occurred in the financial or trading position of the Vontobel Financial Products GmbH since the reporting date for the audited financial statements as at 31 December 2018.
4. Information about the German Guarantor

The required information about the German Guarantor, Bank Vontobel Europe AG, is incorporated by reference pursuant to section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, "WpPG") from the registration document of Bank Vontobel Europe AG dated 22 March 2019 filed with the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, "BaFin") (the "Registration Document of the German Guarantor") (see section 13 of the Base Prospectus).

No significant changes have occurred in the financial or trading position of the German Guarantor since the reporting date for the audited financial statements as at 31 December 2018.
5. Information about the Swiss Guarantor

The information required about the Swiss Guarantor, Vontobel Holding AG, is incorporated by reference pursuant to section 11 WpPG as set out in the registration document dated 26 April 2019 of Vontobel Holding AG which has been filed with the BaFin (the “Registration Document of the Swiss Guarantor”) (see section 13 of the Base Prospectus).

No significant changes have occurred in the financial or trading position of the Vontobel Group since the reporting date for the audited financial statements as at 31 December 2018.
6. Important Information

6.1. Persons responsible

The Issuer – Vontobel Financial Products GmbH, Bockenheimer Landstraße 24, 60323 Frankfurt am Main –, the Offeror and German Guarantor – Bank Vontobel Europe AG, Alter Hof 5, 80331 Munich – and the Swiss Guarantor – Vontobel Holding AG, Gotthardstrasse 43, 8002 Zurich, Switzerland – accept responsibility for the contents of this Base Prospectus in accordance with section 5 (4) WpPG and hereby declare that to the best of their knowledge the information in this Base Prospectus is correct and no material circumstances have been omitted.

However, Bank Vontobel Europe AG issues this declaration only in respect of the information relating to the German Guarantor (in chapter 4 of the Base Prospectus and in the Registration Document of the German Guarantor incorporated into this Base Prospectus by reference), the information relating to the German Guarantee (in chapter 10 of the Base Prospectus) and the information relating to the German Guarantor in the summary (in chapter 1 of the Base Prospectus) and the risk factors (in chapter 2.5 of the Base Prospectus and in the Registration Document of the Swiss Guarantor).

Moreover, Vontobel Holding AG issues this declaration only in respect of the information relating to the Swiss Guarantor (in chapter 5 of the Base Prospectus and in the Registration Document of the Swiss Guarantor incorporated into this Base Prospectus by reference), the information relating to the Swiss Guaranteee (in chapter 11 of the Base Prospectus) and the information relating to the Swiss Guarantor in the summary (in chapter 1 of the Base Prospectus) and the risk factors (in chapter 2.6 of the Base Prospectus and in the Registration Document of the Swiss Guarantor).

In connection with the issuance, sale and offer of the Securities issued under the Base Prospectus, no person is authorised to circulate any information or make any declarations that are not contained in this Base Prospectus. The Issuer, the Offeror and the Guarantors accept no responsibility of any kind for information from third parties that is not included in the Base Prospectus. The information contained in the Base Prospectus relates to the date of the Base Prospectus and may now be incorrect and/or incomplete as a result of changes that have occurred subsequently. The Issuer will publish important new circumstances or material inaccuracies relating to the information contained in the Base Prospectus in a supplement to the Base Prospectus in accordance with section 16 WpPG.

6.2. Interests of other persons involved in the issue and conflicts of interest

The interests and conflicts of interest existing within the Vontobel Group have already been described in chapter 2.8.

Third parties may also have an interest in commissions or other commercial interest in the issues to be launched under the Base Prospectus. Such an interest could exist, for example, for index sponsors of Strategy Indices or participants in the selection process for a proprietary basket, in particular relating to the inclusion or removal of constituents of the index or basket.

It should also be borne in mind that the payment of commissions, price surcharges (premium) and inducements to sales partners may generate conflicts of interest to the disadvantage of the investor, because this could create an incentive for the sales partner to sell Securities with a higher commission to its customers in preference to other products. Such commissions are included in the price of the Security or payable in the form of price surcharges (premium) in addition to the issue price.

The sales partners and investment advisers may be pursuing their own interests with respect to the sale of the Securities and their associated advisory activities. The consequence of a conflict of interest on the part of the advisers may be that the advisers make an investment decision or issue a recommendation in their own interests and not in the interests of the investors.

Bank Vontobel Europe AG (or another appointed company) will act as market maker for the Securities (the "Market Maker"). Through such market making activities, the Market Maker will itself determine the price of the Securities to a significant extent. As a result, the prices quoted by the Market Maker will not normally correspond to the prices that would have been established without such market making and in a liquid market.

6.3. Reasons for the offer and intention to generate profit

The Issuer's objective is to generate a profit from the new issue or increase of issue of Securities and it will use the issue and offer proceeds to hedge against risks arising from the respective issues. The proceeds from the Securities which are issued under the Base Prospectus will be used to finance the Issuer's general business activities.

For the sake of clarity: Although the Cash Amounts or performance are calculated with reference to a rate, level or price of an underlying defined in the Terms and Conditions, the Issuer is free to determine how the proceeds from the issue of the Securities are used. The proceeds will be used exclusively for the purposes of making profit and/or hedging certain risks of the Issuer. The Issuer is not obliged in any event to invest the proceeds from the Securities in the underlying or other assets.
6.4. Consent to the use of the Prospectus

With reference to Article 3 (2) of Directive 2003/71/EC (as amended, the "Prospectus Directive"), the Issuer and the Offeror consent to the use of this Base Prospectus for – where applicable in accordance with the Final Terms – public offers in the Czech Republic, Denmark, Finland, France, Hungary, Italy, The Netherlands, Norway and/or Sweden for the duration of its validity and accept responsibility for the contents of the Base Prospectus including with respect to any subsequent resale or final placement of Securities by financial intermediaries.

This consent by the Issuer and the Offeror is subject to the conditions (i) that the Base Prospectus and the Final Terms are provided to potential investors only together with all supplements published up to the time of such provision and (ii) that, in making use of the Base Prospectus and the Final Terms, every financial intermediary ensures that it complies with all applicable laws and legal requirements in force in the respective jurisdictions. The Issuer reserves the right to withdraw its consent to the use of this Prospectus in relation to particular distributors and/or all financial intermediaries.

The subsequent resale and final placement of the Securities by financial intermediaries may take place during the offer period, i.e. in the period from the start of the Public Offer (as specified in the Final Terms) until the end of the term of the Securities or – if the term of the Securities ends after the last day of validity of the Base Prospectus and if a base prospectus replacing this Base Prospectus has not been published on the website prospectus.vontobel.com under the respective heading at the latest by the last date of validity of the Base Prospectus – until the expiry of the validity of this Base Prospectus pursuant to section 9 WpPG.

If a placement is planned by door-to-door selling in Italy as indicated in the respective Final Terms, a lead manager (the "Lead Manager") will act as "Responsabile del Collocamento" pursuant to Article 93-bis of the Italian Legislative Decree n. 58 dated 24 February 1998 (the "Italian Financial Service Act"), as amended, in connection with the offer. The Offer Period for the Securities placed through "door-to-door selling" (pursuant to Article 30 of the Italian Financial Service Act, as amended) will be defined in the Final Terms, save in case of early termination or extension as agreed between the Issuer and the Lead Manager.

In the event of an offer being made by a financial intermediary, the financial intermediary shall provide information to investors on the terms and conditions as specified in this Base Prospectus at the time the offer is made. The above consent is subject to compliance with the sale restrictions on the securities and with all applicable laws. Each financial intermediary using the Base Prospectus shall state on its website that it uses the Base Prospectus in accordance with the consent and the conditions attached thereto.

6.5. Conditions of the offer

The Base Prospectus may form the basis for a new issue or increase of issue of Securities that are either publicly offered within the meaning of section 3 (1) WpPG ("Public Offer") or are placed and at the same time admitted to trading on an organised market in accordance with one of the exemptions pursuant to section 3 (2) WpPG ("Private Placement"). More detailed information on an increase of issue of Securities can be found in chapter 7.6 of this Base Prospectus.

The Securities are issued by Vontobel Financial Products GmbH, Frankfurt am Main, underwritten in each case (on the basis of a framework agreement between the Issuer, Bank Vontobel AG and Vontobel Financial Products Ltd., Dubai International Financial Centre, United Arab Emirates, dated 7 April 2010) by Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland, (tap issue) and offered in each case by Bank Vontobel Europe AG, Munich.

Bank Vontobel AG is a wholly owned subsidiary of Vontobel Holding AG and is currently the most important fully consolidated group company in the Vontobel Group. Bank Vontobel Europe AG and Vontobel Financial Products Ltd. are also wholly owned and fully consolidated subsidiaries of Vontobel Holding AG. The respective issues of the Securities are made either under a guarantee given by Bank Vontobel Europe AG (the "German Guarantee", see chapter 10) or a guarantee given by Vontobel Holding AG, Zurich (the "Swiss Guarantee", see chapter 11) (each a "Guarantee"). The relevant Guarantor in relation to the issue of Securities will be specified in the relevant Final Terms.

The Issuer is engaged in the issuance of securities, including for example the Securities presented in this Base Prospectus, as an ongoing business and the new issuance or increase of issue of securities therefore does not require any special basis documented in accordance with corporate law.

The details of the offer and of the sale of the Securities, in particular the issue date, the issue volume offered and the issue price of the Securities to be issued under the Base Prospectus together with the type of offer (Public Offer or Private Placement) will be specified in the relevant Final Terms. The issue price of the Securities will be set by Bank Vontobel Europe AG or another agent appointed by the Issuer as market maker (the "Market Maker").

In the event of a Public Offer of the Securities during a subscription period whose duration is specified in the related Final Terms, the details of the issue to be determined at the end of the subscription period (e.g. the strike) will be notified by the Issuer without delay after the end of the subscription period in accordance with section 12 of the General Conditions.
6.6. Stock exchange listing, trading in the Securities, pricing

The Securities offered may be bought and sold during the term via brokers, banks and savings banks in principle in off-market transactions and – if so provided in the Final Terms – in stock exchange transactions. The respective Final Terms will contain information on whether an application for admission to trading on the regulated market of the Nordic Growth Market (Nordic Derivatives Exchange Denmark and/or Finland, and/or Sweden, NDX), Euronext (Amsterdam N.V. and/or Paris S.A.) and/or Mercato Telematico of securitised derivatives (SeDeX) of Borsa Italiana S.p.A. or another stock exchange or equivalent market or for inclusion in trading in the regulated unofficial market of a stock exchange has been made for the Securities to be issued under this Prospectus.

Investors should familiarise themselves with the rules and regulations applying on the relevant stock exchanges or off-market trading systems (such as the mistrade rules) before purchasing the Securities.

Listing

Where a stock exchange listing is provided for, the Final Terms will contain details of the relevant stock exchanges and market segments to or in which the Securities are expected to be admitted or included, together with date of the planned admission or inclusion and details of the expected last exchange trading day. In this event, the Securities will also be tradable in principle in off-market transactions (as described below).

Bank Vontobel Europe AG (or another appointed company) will assume an obligation vis-à-vis the participating stock exchanges in compliance with the locally applicable rules and regulations to provide bid and offer prices for certain order or Securities volumes under reasonable market conditions (market making). Such an obligation will apply only vis-à-vis the stock exchanges involved. Third parties, such as Security Holders, cannot derive any obligation from the above. The purchasers of the Securities should therefore not assume that they will be able to sell the Securities at a particular time or at a particular price. In particular, the Market Maker is under no obligation to repurchase the Securities.

The exceptions to the binding commitment of the Market Maker to set prices apply in accordance with the specification of particular features of the Securities, and accordingly the value date, may be rescheduled.

From the start of off-market trading or from the date of stock exchange listing – if provided for in the Final Terms – the price of the Securities will be determined by the Market Maker on a continuous basis.

Delivery of the Securities sold will be made by the relevant paying agent via the relevant central securities depository after the issue date or – if there is a subscription period – after the expiry of the subscription period on the value date specified in the relevant Final Terms. In the case of a sale of the Securities after the value date, delivery will be made via the central securities depository specified in the Terms and Conditions in accordance with the applicable local market practices. The Issuer will announce further details relating to the issue to be determined at end of the subscription period (if necessary) after the end of the subscription period in accordance with section 12 of the General Conditions.

Interested investors may purchase or subscribe for the Securities in the context of the Public Offer in Denmark, Finland, France, Italy, The Netherlands, Norway and/or Sweden – if so provided in the Final Terms – at the issue price or at the selling prices quoted by the Market Maker during the term of the Securities via brokers, banks and savings banks from the date on which the Public Offer begins specified in the respective Final Terms. The minimum trading size is one Security in each case (unless specified otherwise in the respective Final Terms). Details of any transaction costs should be requested from the relevant sales partner or from the investor’s own bank or broker. No further amounts – subject to the stipulation of a price surcharge in accordance with the following chapter 6.7 – will be charged to the investor by the Issuer or the Offeror over and above the issue price and/or the selling price.

The offer size specified in the Final Terms corresponds to the maximum number of Securities being offered but does not permit any conclusions to be drawn about the respective volume of Securities actually issued and deposited with the relevant custodian in accordance with the rules applicable in each case. This volume depends on the market conditions and may change during the term of the Securities.
- (temporary) sell-out of the issue. In these circumstances, only a bid price must be provided and an offer price may not be provided.

**Off-market trading**

If only off-market trading in the Securities is provided for in the Final Terms, the relevant Securities will not be included in trading on a stock exchange. It will then be possible in principle, however, to buy or sell the Securities offered during their term in off-market transactions.

**No secondary market**

The Final Terms may also specify that no market making will be provided for the Securities to be issued by Bank Vontobel Europe AG (or another appointed company). In this event, investors should not assume that it will be possible to sell the relevant Securities during their term.

**Pricing**

Under normal market conditions, the Market Maker will quote bid and offer prices for the Securities in an issue. However, Bank Vontobel Europe AG (or another appointed company) has no obligation vis-à-vis the Security Holders either to perform the function of the Market Maker or to continue with the function of the Market Maker once taken up.

In the event of unusual market conditions or a highly volatile market environment, the Market Maker will generally not quote any bid and offer prices. The Market Maker will only quote bid and offer prices for the Securities under normal market conditions. But even under normal market conditions, it will not accept any legal obligation whatsoever vis-à-vis the Security Holders to quote such prices and to ensure that the prices it quotes are appropriate.

The issue price and the prices of the Securities set by the Market Maker in the secondary market on an ongoing basis are made up of different components. Those components are: the mathematical value of the Securities, the margin and, where applicable, any other charges or management fees. If relevant, a price surcharge (premium) is to be paid additionally to the issue price.

The mathematical value of a Security is calculated on the basis of the pricing model used in each case by the Issuer and/or the Market Maker and, in addition to the value of the underlyings, also depends on other variable factors. The other factors can include derivative components, expected income from the underlyings, the volatility of the underlyings, interest rates, the costs of collateralisation in the case of Securities with triparty collateral management (TCM), the remaining term of the Securities and the supply and demand for hedging instruments. The pricing models are determined by the Issuer and/or Market Maker at its own discretion and may differ from the pricing models that other issuers and/or Market Makers use to calculate comparable securities.

The margin is also set by the Issuer and/or Market Maker at its own discretion and may differ from the margins that other issuers and/or Market Makers charge for comparable Securities. In addition to income considerations, the calculation of the margin also takes into account, among other items, the price and volatility of the underlyings, supply and demand for the Securities, the cost of hedging risk, premiums for accepting risk, the costs of structuring and selling the Securities and, where applicable, licence or management fees. The margin may also include costs and commissions paid to third parties in connection with services for placing the Securities.

The Final Terms will specify whether the prices set by the Market Maker will be quoted as a monetary amount per Security or as a percentage. If the price is quoted as a percentage, they will also specify whether accrued interest will be included in the pricing.

6.7. Costs and charges

The Final Terms may provide for one-off costs, ongoing costs and/or distribution charges.

If so specified in the Final Terms, one-off costs may occur. One-off costs are regularly already included in the price of the product. In case one-off costs are not included in the price of the product, these costs are indicated separately. An example for such a separately indicated one-off cost is the price surcharge (or premium). The price surcharge refers to the additional charge that an investor in the Securities has to pay on top of the issue price. It is usually expressed as a percentage of the issue price. The price surcharge is paid to the respective distributor; alternatively, the Issuer or the Market Maker may deliver the Securities to the respective distributor at the issue price without a price surcharge.

If so specified in the Final Terms, ongoing costs may occur. In case of products where fees at product level or at the level of the proprietary underlyings (such as management, performance or administration fees) or other ongoing costs are charged and deducted at the expense of the investor (e.g. for proprietary indices, actively managed baskets or "portfolios"), these fees or costs are indicated as ongoing costs.

If so specified in the Final Terms, distribution charges may occur. Distribution charges may be included in the one-off costs or may be paid additionally by the investor. Furthermore, distribution charges may be paid as a discount on the issue price or as an one-off and/or periodic payment by the issuer to one or more financial intermediaries. For example,
the respective distributor may receive a placement commission if so indicated in the Final Terms. The placement commission is paid as a revenue-dependent distribution charge to the respective distributor. Placement commissions are paid from the sales proceeds as one-time or recurring payments; alternatively, the Issuer and/or the Market Maker may grant the respective distributor a corresponding discount on the selling price (with no price surcharge). As a further example, the respective distributor may receive a corresponding trailer fee if so specified in the Final Terms. The trailer fee (also referred to as a portfolio or trail commission) is a recurring payment to the distributor from the sales proceeds depending on the size of the portfolio.

The distributor acts independently and is not an agent of the Issuer, the Offeror or of the Market Maker. If a company of the Vontobel Group is involved in the distribution, the relevant amounts are credited to the distributing entity.

Information on any transaction costs may be obtained from the relevant distributor.

6.8. Note on currency references

References to "euros" or "EUR" in this Base Prospectus and in the Final Terms are references to the currency introduced at the beginning of the third phase of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended. All references to "US dollars" or "USD" refer to dollars of the United States of America, all references to "CHF" refer to francs of the Swiss Federation, all references to "JPY" refer to yen of the State of Japan, all references to "HKD" refer to dollars of the Chinese special administrative region of Hong Kong, all references to "SGD" refer to dollars of the Republic of Singapore, all references to "GBP" refer to pounds of the United Kingdom of Great Britain and Northern Ireland, all references to "NOK" refer to kroner of the Kingdom of Norway, all references to "SEK" refer to kronor of the Kingdom of Sweden, all references to "DKK" refer to kroner of the Kingdom of Denmark, all references to "AUD" refer to dollars of the Commonwealth of Australia and all references to "CNH" refer to renminbi of the People’s Republic of China (traded offshore).

Where figures are quoted in the Final Terms in another currency, this is expressly noted with respect to the figures in question by the identification of the relevant currency or the respective currency symbol in accordance with the ISO currency codes (ISO 4217).

6.9. Selling restrictions

6.9.1. General principles

The supply, distribution or provision of this Base Prospectus and of the respective Final Terms – as a whole or in parts – as well as the offer of the Securities may be subject to legal restrictions in certain countries. The Securities may therefore not be offered or sold directly or indirectly in any country, and the Base Prospectus, corresponding advertising or other marketing documentation may not be distributed or published, except in compliance with the legal requirements applicable in each case.

The Issuer, the Guarantors and the Offeror do not provide any assurance that the distribution of the Base Prospectus or – where applicable in accordance with the relevant Final Terms – a public offer of the Securities is lawful outside Czech Republic, Denmark, Finland, France, Hungary, Italy, The Netherlands, Norway and/or Sweden, and do not accept any responsibility that the distribution of the Base Prospectus or a public offer is permitted in any such case. Restrictions relating to the distribution of the Base Prospectus and the offer of the Securities issued under it apply in particular within and outside the European Economic Area, the United Kingdom, Switzerland, Australia, Singapore, Hong Kong and the United States of America (USA).

The Securities may only be offered or sold in the event of compliance with all applicable securities laws and other applicable requirements in force in the respective jurisdiction in which a purchase, offer, sale or delivery of Securities is intended or in which this Prospectus is distributed or deposited, and in the event that all consents and approvals necessary in that jurisdiction for the purchase, the offer, the sale or the delivery of Securities have been obtained. The Issuer hereby requires persons coming into possession of the Base Prospectus and of the respective Final Terms to review the restrictions applying in each case and to comply with them.

6.9.2. Restrictions within the European Economic Area

In relation to each Member State of the European Economic Area (EEA) which has implemented the Prospectus Directive (each, a "Relevant Member State"), each person offering the Securities has represented and agreed, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:
(a) if the Final Terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of this Base Prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such Base Prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in this Base Prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or the Offeror to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Securities to the public" when used in relation to Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

6.9.3. Restrictions within the Czech Republic

For selling restrictions in respect of the Czech Republic, please see "Restrictions within the European Economic Area" above, with the following exceptions:

"Qualified investors" for the purpose of a Czech offering are (a) persons specified in Article 2a paragraph 1 and 2 of Act No. 256/2004 Coll., on Capital Markets Undertakings, as amended (the "Czech Capital Markets Act") and/or (b) persons who are considered as professional customers under Article 2b of the Czech Capital Markets Act, to the extent of trading or investment instruments relating to the offered securities.

The monetary amount relevant for the exemption from the obligation to publish a prospectus under Article 3 (2) (c), (d), and (e) of the Prospectus Directive is determined by the applicable governmental regulations, as amended and/or replaced from time to time.

6.9.4. Restrictions within Denmark

No Securities may be offered to the public in Denmark nor admitted to trading on a regulated market in Denmark unless and until (a) a prospectus in relation to those Securities has been approved by the Danish Financial Services Authority (Finanstilsynet) being the competent authority or, where appropriate, approved in another Relevant Member State and such competent authority has notified the Danish Financial Supervisory Authority in accordance with the Prospectus Directive and the Danish Securities Trading Act and the relevant executive orders cf. chapter 6.4 or (ii) an exemption from the prospectus requirements is available pursuant to the Danish Securities Trading Act and the relevant executive orders.

6.9.5. Restrictions within Finland

The offering of the Securities in Finland is subject to the restrictions described in chapter 6.9.2 "Restrictions within the European Economic Area". Unless the requirements as stated in chapter 4.4 of the Base Prospectus are fulfilled and the relevant Final Terms specify that a public offer is made in Finland, the offering of the Securities has not been prepared to comply with the standards and requirements applicable under Finnish law, including the Finnish Securities Market Act (746/2012) as amended and it has not been approved by the Finnish Financial Supervisory Authority. Accordingly, the Securities cannot, directly or indirectly, be offered or sold in Finland other than in compliance with all applicable provisions of the laws of Finland, including the Finnish Securities Market Act (746/2012) and any regulation issued thereunder, as supplemented and amended from time to time.
6.9.6. Restrictions within France

In addition to the restrictions described in the selling restrictions for the European Economic Area, the following matters should be noted with respect to France:

Offer to the public in France:

An offer of Securities to the public (offre au public) in France may only be made and will only be made following (a) the approval by the Autorité des marchés financiers ("AMF") or (b) the notification of the approval of this Base Prospectus to the BaFin (or any other competent authority of another Relevant Member State of the European Economic Area which has implemented the Prospectus Directive) and during the period beginning on the date of publication of the Final Terms relating to the offer of Securities and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus by the BaFin (or any other competent authority of another Relevant Member State of the European Economic Area which has implemented the Prospectus Directive), all in compliance with the Prospectus Directive and the applicable laws and regulations in France (in particular Articles L.411-1, L.412-2, L. 412-1 and L. 621-8 et seq. of the French Code monétaire et financier and the provisions of the Règlement général of the AMF).

This Base Prospectus has not been submitted to the clearance procedures (visa) of the AMF.

Private placement in France:

Where an issue, offer or sale of Securities is implemented in respect of an exception to the public offer rules in France by way of an offer or a sale exclusively addressed to (a) providers of investment services relating to portfolio management for the account of third parties (personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers), and/or (b) qualified investors (investisseurs qualifiés) other than individuals acting for their own account and/or (iii) a restricted circle of investors (cercle restreint d'investisseurs) providing that these investors are acting for their own account, all as defined in, and in accordance with, Articles L. 411-1, L. 411-2, and D. 411-1, D.411-4, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the French Code monétaire et financier, these qualified investors or these investors must be informed that:

- - this issue, offer or sale of Securities does not require a prospectus to be submitted to the AMF;
- - they can only invest in the Securities for their own account or for account of third parties in the conditions specified in article D. 411-1 of the French Code monétaire et financier;
- - the direct or indirect offer or sale, to the public in France, of Securities so purchased can be made only in accordance with Articles L. 411-1, L. 411-2, and D. 411-1, D.411-4, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the French Code monétaire et financier.

6.9.7. Restrictions within Hungary

An offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant final terms in relation thereto (hereinafter an "Offer") is exempt from the obligation to publish a prospectus, if it complies with the terms regulated in Article 3 (2) of the Prospectus Directive (and, as transposed, in Section 14 (1) of Hungarian Act CXX of 2001 on the Capital Market (the "Capital Market Act") (hereinafter an "Exempt Offering"). An Offer of Securities is an Exempt Offering under Section 14 (1) of the Capital Market Act in any of the below cases:

(1) Securities are exclusively offered to qualified investors;
(2) Securities are offered to less than one hundred and fifty persons not considered as qualified investors in each EEA Member State;
(3) Securities are exclusively offered to investors each purchasing for at least one hundred thousand euro, or its equivalent in any other currency, from the Securities offered;
(4) the face value of the Securities offered is at least one hundred thousand euro, or its equivalent in any other currency;
(5) the total consideration for all Securities in the EU included in the Offer does not exceed one hundred thousand euro, or its equivalent in any other currency, within twelve months from the date of announcement of the Offer; or
(6) a limited company is created by the transformation of a cooperative society and its shares are offered exclusively to the members and shareholders of the predecessor.

If the Offer is an Exempt Offering, neither this Base Prospectus nor Hungarian law requires preliminary approval or notification to the Hungarian National Bank. However, on the basis of Sections 16 and 18 of the Capital Market Act the equal distribution of information to all investors on the material information of the market, economic, financial and legal situation and prospects of the issuer and the information necessary to assess the rights attaching to the underlying instruments must be ensured by the agents distributing the underlying instruments, and any written
base prospectus must indicate the private nature of the Offer. In line with Section 17 of the Capital Market Act the completion of the private placement in Hungary requires subsequent notification to the Hungarian National Bank within 15 days of completion.

The respective Security may also be offered in Hungary:

1. If the offering of Securities is an Exempt Offering;
2. The final terms of the respective Security provides that an Exempt Offering may be conducted in Hungary; and
3. The Issuer complies with the Hungarian rules applicable to the Exempt Offering of the respective Security.

If the Offer of Securities is not an Exempt Offering and the approval of this Base Prospectus requires notification to the Hungarian National Bank, the Issuer(s) will only offer the Securities to the public in Hungary, if all rules specified in the Capital Market Act on such Offer are complied with. None of the Issuer and/or the Guarantor(s) has authorized, nor do they authorize, the making of any Offer of Securities in circumstances in which an obligation arises for the relevant Issuer to publish or supplement a prospectus for such offer, except (i) if the Offer of Securities is an Exempt Offering; or (ii) in case a prospectus for such Offer has been approved by the Hungarian National Bank or, where appropriate, approved in another relevant Member State and notified to the competent authority in that relevant Member State and (in either case) published, all in accordance with the Prospectus Directive and, where appropriate, the Capital Market Act, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than Exempt Offerings or pursuant to Article 3(2) of the Prospectus Directive in that relevant Member State and such offer is made on or prior to the date specified for such purpose in such prospectus or final terms, as applicable.

6.9.8. Restrictions within Italy

The offering of the Securities has not been registered and will not be registered with the Italian Financial Regulator (Commissione Nazionale per le Società e la Borsa or “CONSOB”) pursuant to Italian securities legislation and, accordingly, the financial intermediary in charge of the offering, if any, has represented and agreed, and each further financial intermediary appointed under the Base Prospectus and each other dealer will be required to represent and agree, that no Securities may be offered, sold, promoted, advertised or delivered, directly or indirectly, in the Republic of Italy, nor may copies of the Base Prospectus, any Final Terms or any other document relating to the Securities be distributed, made available or advertised in the Republic of Italy, except:

1. If it is specified that an offer (that does not fall under an exemption pursuant to the Prospectus Directive) may be made to the public in the Republic of Italy, that it may offer, sell or deliver Securities or distribute copies of any prospectus relating to the Securities, provided that such prospectus has been (i) approved in another Relevant Member State and validated for the offering in Italy in compliance with the provisions set forth by article 98, paragraph 2 of the Italian Financial Services Act and implemented by article 11, paragraph 4 of the CONSOB Regulation no. 11971 of 14 May 1999, as amended from time to time (“CONSOB Issuers Regulation”); and (ii) completed by final terms (if applicable) expressly contemplating such offer, in the twelve months period of validity of the Base Prospectus commencing on the date of its approval, in accordance with the Prospectus Directive, as implemented in the Republic of Italy under the Italian Financial Services Act and the CONSOB Issuers Regulation;

2. With regard to an offer to “Qualified Investors” (Investitori Qualificati) as defined pursuant to article 100, paragraph 1(a) of Italian Financial Services Act and the combined provisions of article 34-ter paragraph 1, letter b) of the CONSOB Issuers Regulation, and article 26 paragraph 1(d) of the CONSOB Regulation No. 16190 of 29 October 2007, as amended from time to time (“CONSOB Intermediaries Regulation”); or

3. In any other circumstances where an express applicable exemption from compliance with the restrictions on the offer of financial products to the public applies, as provided under the Italian Financial Services Act and/or CONSOB Issuers Regulation and any other applicable laws and regulations.

Any such offer, sale or delivery of the Securities or distribution of copies of the Base Prospectus, any Final Terms or any other document relating to the Securities in the Republic of Italy under (1), (2) or (3) above must be:

(a) Made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Intermediaries Regulation and the Italian legislative decree No. 385 of 1 September 1993, as amended from time to time (the “Italian Banking Act”); and

(b) In compliance with any securities, tax exchange control and any other applicable laws and regulations including any limitation or notifications requirements which may be imposed from time to time by CONSOB or the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian competent authority.
6.9.9. Restrictions within The Netherlands

Unless the requirements as stated in chapter 4.4 of the Base Prospectus are fulfilled and the relevant Final Terms specify that a public offer is made in the Netherlands, the Securities have not and shall not been admitted to trading on a regulated market situated or operating in the Netherlands nor be offered, sold, transferred or delivered to the public in the Netherlands, unless (1) a prospectus in relation to the Securities has been approved by the competent authority in the Netherlands or, where appropriate, approved in another Relevant Member State and such competent authority has notified the competent authority in the Netherlands, all in accordance with the Prospectus Directive and the Dutch Financial Supervision Act (Wet op het financieel toezicht) or (2) in respect of such offering to the public in the Netherlands in reliance on (the Dutch implementation of) Article 3(2) of the Prospectus Directive and provided:

(a) such offer is made exclusively to qualified investors (gekwalificeerde beleggers) within the meaning of the Dutch Financial Supervision Act in the Netherlands; or

(b) standard logo and exemption wording are incorporated in the Final Terms, advertisements and documents in which the offer is announced, as required by article 5:20(5) of the Dutch Financial Supervision Act; or

(c) such offer is otherwise made in circumstances in which article 5:20(5) of the Dutch Financial Supervision Act is not applicable.

6.9.10. Restrictions within Norway

No Securities may be offered to the public in Norway nor admitted to trading on a regulated market in Norway unless and until (a) a prospectus in relation to those Securities has been approved by the Financial Supervisory Authority of Norway or, where appropriate, approved in another Relevant Member State and such competent authority has notified the Financial Supervisory Authority of Norway, all in accordance with the Prospectus Directive and the Norwegian Securities Trading Act; or (b) an exemption from the requirement to prepare a prospectus is available under the Norwegian Securities Trading Act.

6.9.11. Restrictions within Sweden

No Securities may be offered to the public in Sweden nor admitted to trading on a regulated market in Sweden unless and until (a) a prospectus in relation to those Securities has been approved by the competent authority in Sweden or, where appropriate, approved in another Relevant Member State and such competent authority has notified the competent authority in Sweden, all in accordance with the Prospectus Directive and the Swedish Financial Instruments Trading Act; or (b) an exemption from the requirement to prepare a prospectus is available under the Swedish Financial Instruments Trading Act.

6.9.12. Restrictions within United Kingdom

In addition to the restrictions described in the selling restrictions for the European Economic Area, the following matters should be noted with respect to the United Kingdom.

Any offeror of Securities will be required to represent and agree that:

- in relation to any Securities which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the relevant Guarantor or; and

- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.
6.9.13. Restrictions outside the European Economic Area

In a jurisdiction outside the European Economic Area (EEA), the Securities may be publicly offered only in compliance with the legal requirements in force there, to the extent that this takes place in accordance with the regulations applicable in each case and other relevant provisions and to the extent that neither the Issuer, the Guarantors nor the Offeror enters into any obligations in this respect.

6.9.14. Switzerland

In addition to the selling restrictions described for offers outside the EEA, the following conditions must be observed in Switzerland:

An offer of these Securities in Switzerland may be prepared in accordance with the applicable rules and regulations in Switzerland, including, but not limited to, the regulations issued by the Swiss Federal Banking Commission and / or the Swiss National Bank in respect of the offer, sale, delivery or transfer of the Securities or the dissemination of sales documents relating to such securities in Switzerland.

6.9.15. Restrictions within the United States of America (USA)

Neither the Securities nor the Guarantee in respect of obligations in relation to the Securities has been or will be registered under the United States Securities Act of 1933, as amended (the "Securities Act") and neither the Securities nor the Guarantee may be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act).

Trading in the Securities has not been and will not be approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act or by any other state securities commission nor has the Commodity Futures Trading Commission or any other state securities commission passed upon the accuracy or the adequacy of the Base Prospectus. The Base Prospectus may not be used in the United States and may not be delivered in the United States.

The Securities will not be directly or indirectly offered, sold, traded or delivered within the United States or to or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act).

Each offeror is required to agree that it will not offer or sell the Securities as part of their distribution at any time within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act).

The term "United States" as used herein means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities.

6.9.16. Hong Kong

Each offeror of Securities represents and agrees that:

1. it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities (except for Securities which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) laws of Hong Kong) (the "SFO") other than (a) to "professional investors" within the meaning of Part 1 of Schedule 1 of the SFO and any rules made there under; or (b) in other circumstances which do not require a document that is a "prospectus" or do not result in any document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions Ordinance (Cap. 32) laws of Hong Kong (the "C(WUMP)O") or which do not constitute an offer to the public or an invitation of offers by the public within the meaning of the C(WUMP)O, and

2. it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made there under.
6.9.17. Singapore

Each offeror of Securities acknowledges that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the “MAS”). Accordingly, each offeror has represented, warranted and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities 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 Securities, 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) (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 the Securities 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 (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (however described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

6.10. Form of the Prospectus and publication

This document constitutes a base prospectus pursuant to Article 5 (4) of the Prospectus Directive, as implemented into German law by section 6 WpPG in conjunction with Commission Regulation (EC) No 809/2004, as amended.

The Base Prospectus is published in accordance with section 6 WpPG in conjunction with section 14 WpPG and has been approved in this form by the German Federal Financial Supervisory Authority. The German Federal Financial Supervisory Authority decided to give its approval after the completion of a completeness check of the Base Prospectus, including a check of the coherence and comprehensibility of the information presented. The German Federal Financial Supervisory Authority has not examined this Base Prospectus for factual accuracy.

The summary (chapter 1) contains an introduction to the Base Prospectus. The Base Prospectus also contains the securities note with the information relating to the Securities to the extent that it was known at the date of the Base Prospectus, and the information required about the Issuer and the Guarantors which are incorporated into the Base Prospectus by reference from the Registration Document of the Issuer (chapter 3), the Registration Document of the German Guarantor (chapter 4) and the Registration Document of the Swiss Guarantor (chapter 5).

For the purposes of the initial issue or an increase of issue of Securities, final terms of the offer (“Final Terms”) will be prepared, containing information that can only be determined at the date of the respective issue or increase of issue of the respective Securities in the context of the Base Prospectus.

The Final Terms of the Securities will only be determined shortly before the Public Offer and will be filed with the German Federal Financial Supervisory Authority at the latest on the date of the Public Offer in accordance with the provisions of section 6 WpPG in conjunction with section 14 WpPG. The Final Terms will not be reviewed by the German Federal Financial Supervisory Authority.

The Final Terms and the Base Prospectus together with any accompanying supplements are published on the Issuer’s website (prospectus.vontobel.com), and the Final Terms for an individual issue can be obtained by entering the respective ISIN on the website prospectus.vontobel.com. The Base Prospectus together with any accompanying supplements thereto as well as the registration forms are published on the website prospectus.vontobel.com under the heading “Base
Prospectus” and “Registration Forms” respectively. In addition, the Issuer will have copies of the Base Prospectus togethertogether with any supplements and the respective Final Terms available for free distribution.

6.11. Additional disclosures

To the extent that information from third parties has been included, the Issuer hereby confirms that that information has been reproduced correctly and that – as far as the Issuer is aware and was able to deduce from the information published by that third party – no facts have been omitted that would render the information reproduced incorrect or misleading.

The source of the information is named directly after the disclosure of the information.

Unless specified otherwise in the Final Terms, the Issuer does not intend to publish any information once the issue has been completed, unless it is information that is required to be published in accordance with legal obligations or in accordance with the Terms and Conditions as a notice in a national official journal or on the website prospectus.vontobel.com under the section <<Notices>>. For the sake of clarity: The Issuer will publish important new circumstances or material inaccuracies relating to the information contained in the Base Prospectus in a supplement to the Base Prospectus in accordance with section 16 WpPG.
7. Information about the Securities to be offered

The Issuer from time to time issues securities with the various structures explained below (the "Securities" or "Security Types"). The Securities are underwritten by Bank Vontobel AG, Zurich, and offered by Bank Vontobel Europe AG, in each case. The issues of the Securities are made either under a guarantee given by Bank Vontobel Europe AG (the "German Guarantee", see chapter 10 of the Base Prospectus) or a guarantee given by Vontobel Holding AG (the "Swiss Guarantee", see chapter 11 of the Base Prospectus) (each a "Guarantee"). Each Guarantee may be obtained at the office of the Issuer, Vontobel Financial Products GmbH, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Germany, during normal business hours.

The issue price of the Securities is set by Bank Vontobel Europe AG, Munich, or an agent appointed by the Issuer as market maker (the "Market Maker"). Since the offer size (i.e. the number of Securities), the product features and the specific terms of the offer are only determined at the time of issue and not at the date of this Prospectus, this information and the Terms and Conditions reproduced below under chapter 8 must be read together with the Final Terms, which supplement this Base Prospectus and are published at the start of the Public Offer or Private Placement of the Securities respectively in accordance with section 14 WpPG.

The following description is intended to illustrate the general method of operation of the Securities. The Securities are described in detail in the Terms and Conditions.

The description of the method of operation assumes in principle that the Security is acquired at the issue price at the time of issue. In the case of purchases or sales of the Securities in the secondary market, particular attention should be paid to the spread, i.e. the difference between the buying and selling prices of the Securities set by the Market Maker.

The Issuer may also increase the offer size of Securities issued under the Base Prospectus.

7.1. Form of the Securities

Securities under the Base Prospectus may be issued as further explained in the following:

(i) German Global Certificates

Where the Product Conditions stipulate German Global Certificates to be applicable, the Securities will be evidenced by a global certificate (Sammelurkunde) in accordance with section 9a of the German Securities Custody Act (Depotgesetz) (the "Global Certificate"). The Global Certificate will be deposited with Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany (the "Central Securities Depository") and will be kept in custody by the Central Securities Depository until all obligations of the Issuer under the Securities have been fulfilled. No definitive securities will be issued. Bearers are entitled to co-ownership interests, economical ownership rights or comparable rights in the Global Depository.

(ii) Swiss Uncertificated Securities

Where the Product Conditions stipulate Swiss Uncertificated Securities to be applicable, the Securities represent intermediate securities within the meaning of the Swiss Federal Act on Intermediated Securities (Bundesgesetz über Bucheffekten, "BEG"). They will be issued initially in dematerialised form pursuant to article 973 c of the Swiss Civil Code (Zivilgesetzbuch) (law of obligations) as uncertificated securities (Wertrechte). Uncertificated securities are created by the Issuer by a registration with a register of uncertificated securities maintained by the Issuer. The uncertificated securities are then registered with the main register maintained by SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (the "Central Securities Depository"). When the uncertificated securities are registered with the SIX SIS AG's main register and credited in one or more securities accounts, intermediated securities are created in accordance with article 6 (1) c) BEG. Uncertificated securities in the form of intermediated Securities may be transferred or disposed of in some other way only in accordance with the provisions of the BEG and of the applicable law, i.e. by crediting the intermediated securities to a securities account of the purchaser.

(iii) Danish Uncertificated Securities

Where the Product Conditions stipulate Danish Uncertificated Securities to be applicable, the Securities will be issued in uncertified and dematerialised book-entry form and will only be evidenced by book entries in the system of VP SECURITIES A/S, Weidekampsgade 14, P.O. Box 4040, 2300 Copenhagen S, Denmark ("VP SECURITIES" or the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with Consolidated Act No. 1530 of 2 December 2015 on Securities Trading etc. (the "Securities Trading Act"), as amended from time to time, and Executive Orders issued thereunder including Executive Order No. 819 of 26 June 2013 on the registration of dematerialised securities in a central securities depository (Bekendtgørelse om registrering m.v. af fondsaktiver i en værdipapircentral) (the "Registration Order"). Transfers of Securities and other registration measures shall be made in accordance with the Securities Trading Act, the Registration Order and the regulations, rules and operating procedures applicable to and/or issued by VP SECURITIES from time to time. The Securities will be issued in uncertificated
and dematerialised book-entry form and no global bearer securities or definitive securities will be issued in respect thereof. The Securities issued and cleared through VP SECURITIES are transferable negotiable instruments and not subject to any restrictions on their transferability within Denmark.

(iv) Dutch Uncertificated Securities

Where the Product Conditions stipulate Dutch Uncertificated Securities to be applicable, the Securities will be issued and represented by a global bearer security (the "Global Security"), which shall be deposited with Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., Herengracht 459-469, 1017 BS Amsterdam, the Netherlands ("Euroclear Nederland" or the "Central Securities Depository"). The Securities will be registered in uncertificated book-entry form with Euroclear Nederland. No Securities in definitive form will be issued. The Securities are subject to the Dutch Securities Giro Act (Wet giraal effectenverkeer, "Wge") (as amended from time to time) and the applicable rules issued by Euroclear. Delivery (uitlevering) of Securities will only be possible in the limited circumstances prescribed by the Wge. The Security holders shall receive co-ownership participations in and/or rights with respect to the Global Security which are transferable in accordance with the Wge and the rules and regulations applicable to and/or issued by Euroclear Nederland.

(v) French Dematerialized Bearer Securities

Where the Product Conditions stipulate Securities in the form of French Dematerialized Bearer Securities to be applicable, the Securities will be in dematerialized form and will only be evidenced by book entries in the system of Euroclear France S.A., 66 rue de la Victoire 75009 Paris, France ("Euroclear France" or the "Central Securities Depository"), acting as central securities depository and which shall credit the accounts of the relevant Security Account Holders. No physical document of title (including certificats représentatifs pursuant to Article R. 211-7 of the French Code Monétaire et Financier) will be issued in respect of the Securities. Transfers of the Securities and other registration measures shall be made in compliance with the French Code Monétaire et Financier, the regulations, rules and operating procedures applicable to and/or issued by Euroclear France.

(vi) Finnish Registered Securities

Where the Product Conditions stipulate Finnish Registered Securities to be applicable, the Securities will be in dematerialised form and will only be evidenced by book entries in the system of Euroclear Finland Oy, PL 1110, Urho Kekkosen katu 5C, 00101 Helsinki, Finland (the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with the Finnish Act on Book-Entry Accounts (827/1991, as amended and/or re-enacted from time to time) and the Finnish Act on the Book-Entry System and Clearing Operations (348/2017, as amended and/or re-enacted from time to time) to the effect that there will be no certificated securities.

(vii) Italian Uncertificated Certificates

Where the Product Conditions stipulate Italian Uncertificated Certificates to be applicable, the Securities are issued in bearer uncertificated and dematerialised book-entry form pursuant to the Italian Financial Services Act (Testo Unico della Finanza) and cleared through and registered at Monte Titoli S.p.A., with registered office in Piazza degli Affari, 6, 20123 Milan, Italy (the "Central Securities Depository") in accordance with the Italian Financial Securities Act and the relevant implementing rules governing central depositories, settlement services, guarantee systems and related management companies, issued by Bank of Italy and CONSOB. No physical securities, such as global temporary or permanent securities or definitive securities will be issued in respect of the Italian Uncertificated Certificates. However, any holder of Italian Uncertificated Certificates still has the right to obtain a certificate pursuant to articles 83-quinquies paragraph 3, and 83-novies, paragraph 1., letter b), of the Italian Financial Services Act.

(viii) Norwegian Registered Securities

Where the Product Conditions stipulate Norwegian Registered Securities to be applicable, the Securities will be in dematerialized registered form and will only be evidenced by book entries in the system of the Norwegian Central Securities Depository VPS ASA, P.O. Box 4, 0051, Oslo, Norway (VPS) (the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with the Norwegian Securities Register Act (lov om registrering av finansielle instruenter 2002 5. juli nr. 64). There will be neither global bearer securities nor definitive securities and no physical securities will be issued in respect of the Securities. Securities issued through VPS must comply with the Norwegian Securities Trading Act, and the procedures applicable to and/or issued by the VPS from time to time and as amended from time to time. Transfers of the title to the Securities and other registration measures shall be made in accordance with the Norwegian Securities Register Act (lov om registrering av finansielle instruenter 2002 5. juli nr. 64), the regulations, rules and operating procedures applicable to and/or issued by VPS.

(ix) Swedish Registered Securities

Where the Product Conditions stipulate Swedish Registered Securities to be applicable, the Securities will be in dematerialised form and will only be evidenced by book entries in the system of Euroclear Sweden AB, Klarabergsviadukten 63,
Box 191, SE-101 23 Stockholm, Sweden (the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with Chapter 4 of the Swedish Financial Instruments Accounts Act (lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument) (the "SFIA Act") to the effect that there will be no certificated securities. Euroclear Sweden is a Swedish private limited liability company which operates under the supervision of the Swedish Financial Supervisory Authority (Finansinspektionen) and is authorised as a central securities depository.

The holder of Swedish Registered Securities will be the person evidenced as such by the register for such Securities maintained by Euroclear Sweden on behalf of the Issuer. Where a nominee (förvaltare) in accordance with the SFIA Act is so evidenced it shall be treated by the Issuer as the holder of the relevant Swedish Registered Securities.

Title to the Swedish Registered Securities will pass by way of registration in the Euroclear Sweden register, perfected in accordance with the legislation (including the SFIA Act), rules and regulations applicable to and/or issued by Euroclear Sweden that are in force and effect from time to time.

Settlement of sale and purchase transactions in respect of Swedish Registered Securities in Euroclear Sweden will take place in accordance with market practice at the time of the transaction. Transfers of interests in the relevant Swedish Registered Securities will take place in accordance with the then applicable rules and procedures of Euroclear Sweden.

The person evidenced (including any nominee) as a holder of Swedish Registered Securities shall be treated as the holder of such Swedish Registered Securities for the purposes of payment of principal or interest on such Swedish Registered Securities.

The Issuer shall have the right to obtain extracts from the debt register of Euroclear Sweden.

7.2. General description of the Securities

The Securities are tradeable bearer securities and give the respective Security Holder the right to the payment of a Cash Amount by the Issuer in accordance with the Final Terms of the Securities. The rights of the respective Security Holders are governed in detail by the applicable Terms and Conditions and during the term of the Securities are either represented by a global certificate or note or are registered as uncertificated, book-entry securities, in accordance with the Final Terms. The settlement procedure for the Securities is described in section 3 of the General Conditions in conjunction with the Product Conditions.

On the basis of the Securities, investors can participate in the performance of a particular underlying (share, security representing shares (ADR/GDR) or other dividend-bearing security, bond, index, commodity, future or interest rate future, exchange rate, interest rate or investment unit or virtual currency) or of a basket consisting of one or more of these instruments, without having to purchase the respective underlying or its constituents directly. Because of various features of the Securities, an investment in the Securities is not comparable to a direct investment in the respective underlying or its constituents. These include, in particular, the finite term (for Securities that do not have an open-end structure), the possible payment of a Cash Amount, the absence of a right to distributions (e.g. dividends), subscription rights or other similar income, and the risk of the insolvency of the Issuer and of the Guarantor. Depending on the Security Type, there are other product features that distinguish the Securities from a direct investment.

Investors must therefore form a well-founded opinion about the performance of the respective underlying or its constituents when making their investment decisions, and must always be aware that the past performance of an underlying or its constituents does not permit any conclusions to be drawn about their future performance.

The purchase of the Securities may lead to a loss of the capital invested by the investor. In the worst case, the risk of loss may result in the total loss of the capital invested and the transaction costs incurred. This risk will be realised if the price of the underlying or of its constituents falls to zero (0) and exists irrespective of the financial capacity of the Issuer and of the relevant Guarantor. The Securities will only produce a positive return if the Cash Amount is higher than the purchase price the investor has paid for the Security (including any associated costs and fees). If the Cash Amount is lower than the purchase price paid (including any associated costs and fees), the investor will suffer a loss.

Investors must always be aware that the market may perform differently from what they had hoped. There can be no assurance that the value of the Securities will recover to the level of the purchase price paid by the investor, in particular in the case of Securities issued with a finite term in accordance with the Final Terms, i.e. with a maturity date specified at the time of issue.

7.3. Description of the rights

Upon the purchase of the Securities, the Issuer grants each Security Holder the right to the redemption of the Securities, i.e. to the payment of a Cash Amount on the maturity of the Securities, and – in the case of Securities with an indefinite term (Open-End Tracker Certificates) – to the exercise and redemption of the Securities. All rights and obligations relating to the Securities are determined in accordance with the Terms and Conditions, see chapter 8.
Limitations to the rights

In addition to particular rights applying in the case of a market disruption event (see chapter 8.1 (section 7 of the General Conditions)), the Issuer has the ability to terminate the Securities extraordinarily by giving notice in certain cases defined in section 6 of the General Conditions. These extraordinary termination rights will be exercised, for example, in cases where, following changes in the underlying, it is not possible in the Issuer’s opinion to make an adjustment to the Securities linked to the underlying affected that makes sense in financial terms.

In the case of Open-End Tracker Certificates (i.e. Securities with no fixed term), the Issuer also has the right in accordance with section 5 of the General Conditions to terminate all of the Securities ordinarily, i.e. without the existence of specific reasons.

In the event of extraordinary termination, the investors will lose their rights described above in their entirety. There is a risk that the termination amount paid will be equal to zero (0).

Ranking of the Securities

The Securities constitute direct and – apart from Securities with triparty collateral management (TCM) – unsecured obligations of the Issuer that rank pari passu in relation to one another and in relation to all other current and future unsecured and unsubordinated obligations of the Issuer, with the exception of obligations that have priority due to mandatory statutory requirements.

A detailed description of the rights attaching to the Securities – including any limitations to them – is contained in the Terms and Conditions.

7.4. Operation of the Securities

7.4.1. General information applying to all products

The following analysis contains a general description of the method of operation and principal features of the various Security Types that are the subject of the Prospectus. The final features of the Securities are specified in the Final Terms. The rights and obligations of the Issuer and of the Security Holders are governed definitively by the Terms and Conditions.

Derivative component

It is common to all of the Security Types presented in this security note that they are risky investment instruments. All of the Security Types have a derivative component, i.e. they are financial instruments whose value is derived from the value of another financial instrument, the underlying.

No current income

The Securities do not provide any current income (such as interest or dividends). The only method of generating income is an increase in the price of the Security. Investors must always bear in mind that the performance of the market may differ from their expectations. The investor’s potential gain or loss is always dependent on the purchase price paid for the Securities and is calculated as the difference between the purchase price and the Cash Amount, or the difference between the purchase price and the selling price in the event that the Securities are sold prior to maturity (in each case taking into account transaction costs and any taxes incurred).

Term, early termination

The Security Types analysed below are issued either with or without a finite term. Especially in cases where the Securities have a finite term or the term ends early as a result of termination by the Issuer or for other reasons (as described below for the individual Security Types, where applicable), there can be no assurance, in the event that the Security performs badly for the respective investor in relation to its purchase price, that its value will subsequently recover before the end of the term to a level at which the respective investor will at least not incur a loss. The term of the Securities ends in all cases with redemption on the relevant date in each case. It is not possible to participate in any subsequent recovery in the price of the underlying.

Ratio/strike

The features of the Securities include either a ratio or a strike, as specified in the individual case in the applicable Final Terms. These two alternative features are decisive for the calculation of the respective Cash Amount (see the descriptions in chapters 7.4.2 and 7.4.3).

If a ratio is specified, it may be expressed as a number or as a fraction and indicates the number of units of the underlying to which one Security is linked.

For example: If the ratio is expressed as the number 10, one Security is linked to 10 units of the underlying. On the other hand, a ratio expressed as a fraction, for example 10:1, indicates that 10 Securities are linked to 1 unit of the underlying.
Since in the latter example one Security is linked to one tenth of an underlying, therefore, this ratio could also be expressed as the number 0.1.

The strike represents a standardised monetary amount per Security (e.g. EUR 100).

**Currency conversion/Quanto Structure**

If the underlying for the Securities is denominated wholly or partly in a currency other than the settlement currency, the respective rate of exchange between the currency of the underlying and the settlement currency plays an important role in calculating the Cash Amount. This rate may be constantly changing and may be different on the date of the currency conversion from the rate of exchange on the date when the Securities were purchased. Changes in the rate of exchange between the currency of the underlying and the settlement currency will already affect the value of the Securities during their term, since the bid and offer prices are quoted in the relevant settlement currency.

The Issuer may provide in the Final Terms for all of the Security Types presented below that the features of the Securities include currency hedging, with the result that the movement of the exchange rate between the currency of the underlying and the settlement currency has no effect on the level of the Cash Amount of the Security. The Issuer or Market Maker achieves this using a quantity adjusted option, or Quanto for short ("Quanto Structure"), and specifies the conversion rate between the two currencies at the time of the issue. In the case of Securities with a Quanto Structure, therefore, conversion from the currency of the underlying into the settlement currency of the Securities uses a conversion rate of 1:1.

For Securities without a Quanto Structure, the Cash Amount is converted into the settlement currency at the applicable conversion rate. In this event, the Issuer will specify the relevant exchange rate for the conversion of any payments arising from the Securities in the Terms and Conditions.

**Determination of the features**

The features of the Securities defined in detail in the Terms and Conditions are specified in principle at the start of the offer of the Securities.

In the case of Securities with a subscription period, however, the Terms and Conditions may stipulate that particular features will only be determined at a later date (the fixing date) according to particular criteria set out in the Terms and Conditions.

In particular where the underlying is a basket, the Issuer will be able to specify the basket composition and the weighting of the individual basket constituents at the start of the offer, but will not yet be able to specify the relevant number of the respective basket constituents. This number will only be specified for each basket constituent on the fixing date by the calculation agent in accordance with the Terms and Conditions.

The individual Security Types are explained below (leaving taxes, charges and transaction costs out of account). The redemption profiles shown are illustrative in nature.

### 7.4.2. Tracker Certificates with a finite term

Tracker Certificates with a finite term are Securities which enable the investor to participate almost 1:1 in both increases and also falls in the underlying, subject to some of the parameters described below.

**Rights and obligations in connection with the Securities**

Rights and obligations in connection with the Securities are determined in accordance with the Terms and Conditions, i.e. the General Conditions and subsection 8.2.1 or – if the underlying is a basket – subsection 8.2.3 of the Product Conditions (chapter 8.2). These include provisions, among others, relating to the right to payment of a Cash Amount (section 3 of the General Conditions in conjunction with the Product Conditions). The Terms and Conditions also govern the rights of the Issuer to make adjustments to the product features and to the underlying of the Securities or its constituents (section 6 of the General Conditions) or in the event of a market disruption event on the valuation date (section 7 of the General Conditions).

**Redemption**

Tracker Certificates with a fixed term in principle grant the holder the right to payment of the Cash Amount on the maturity date.

The Cash Amount for the Tracker Certificates is primarily dependent on the performance of the respective underlying. The level of the Cash Amount is determined on the valuation date.

Depending on the underlying and the existence of other factors affecting the level of the repayment (e.g. the management fee, performance fee or Quanto interest rate), different methods of calculating the Cash Amount are used.
Calculation of the Cash Amount in the case of a single underlying

The Cash Amount of the Securities can be calculated on the basis of two alternative methods of calculation described in detail below. The calculation method for the Cash Amount applicable to the Securities in an individual case is specified in the Final Terms and depends in principle on whether the features of the Securities include a ratio or a strike.

Alternative 1:
The Cash Amount is equal to the reference price of the underlying taking into account the ratio.

Alternative 2:
The Cash Amount is determined on the basis of the performance of the underlying and is equal to the product of the strike and the percentage performance of the underlying.

The performance of the underlying is generally calculated as follows: On each exchange day (i.e., a day on which the underlying is calculated) the relevant performance for that exchange day is calculated by dividing the price of the underlying on the relevant exchange day by the price of the underlying on the exchange day immediately preceding the relevant exchange day. The product of each one of the individual performances calculated in this manner during the term forms the performance of the underlying. The applicable Final Terms may specify a different method of calculating the performance of the underlying.

Where a management fee, performance fee or Quanto interest rate is specified, it is deducted when calculating the Cash Amount, reducing its value.

If the Cash Amount calculated is not positive, the security right expires worthless and the investor suffers a total loss.

Calculation of the Cash Amount in the case of a basket as the underlying

In the case of a basket as the underlying, the Cash Amount is also calculated in principle in accordance with the calculation methods described above; however, the value of the entire basket on the valuation date takes the place of the reference price of an individual underlying. The value of the basket is equal to the total of the values of all the basket constituents. The value of a basket constituent is determined by multiplying the number of a basket constituent by its reference price on the valuation date.

Modification: Tracker Certificates with conditional bonus payment

In addition, Tracker Certificates may offer the possibility of receiving additional Cash Amount (bonus amount). The bonus amount is determined at the time of the issue either as a certain amount or, as the case may be, depending on the level of objective reference values (for example the level of the underlying and/or the performance of the underlying). The bonus amount may be different for each observation date or bonus payment date or for individual observation dates or bonus payment dates.

Bonus payments are based on the reference price or observation price of the underlying ("Conditional Bonus Payment").

For the purpose of a Conditional Bonus Payment, a determination is made whether a bonus event defined in the Product Conditions has occurred on an observation date. If this is the case, the investor receives the bonus amount allocated to that observation date. Otherwise, no bonus amount is paid for that observation date.

Following an Early Redemption, no (further) bonus payments are made on the Securities.

Modification: Tracker Certificates with unconditional bonus payment or interest payment (with Coupon)

In addition, Tracker Certificates may offer the possibility of receiving additional Cash Amount (coupon). The payment of such coupon will be made irrespective of the performance of the underlying; on each bonus payment date specified in the Final Terms, Securities Holders will have the opportunity to redeem the relevant bonus amount assigned to the bonus payment date ("Unconditional Bonus Payment") or an interest amount on one or more interest payment dates specified in the Final Terms. However, that in the event of early redemption no (further) bonus payments are made in respect of the Securities or the interest accrual period ends early, respectively.

7.4.3. Open-End Tracker Certificates

Open-End Tracker Certificates are Securities which enable the investor to participate almost 1:1 in an increase in the underlying, subject to some of the parameters described below.

Rights and obligations in connection with the Securities

Rights and obligations in connection with the Securities are determined in accordance with the Terms and Conditions, i.e., the General Conditions and subsection 8.2.2 of the Product Conditions (chapter 8.2). These include provisions,
among others, relating to the right to payment of a Cash Amount (section 3 of the General Conditions in conjunction with the Product Conditions). The Terms and Conditions also govern the rights of the Issuer to make adjustments to the product features and to the underlying of the Securities or its constituents (section 6 of the General Conditions) or in the event of a market disruption event on the valuation date (section 7 of the General Conditions).

In addition, the investor has the right to redeem these Securities (exercise right of the holder), provided that the investor complies with the conditions for effective exercise set out in section 4 of the General Conditions in conjunction with the Product Conditions. The Issuer has granted itself an ordinary right of termination in respect of these Securities (section 5 of the General Conditions in conjunction with the Product Conditions). In the event of an ordinary termination – as in the case of an extraordinary termination – the term of the Securities ends early.

**Adjustments of a futures contract as the underlying by means of a rollover**

Where the underlying is a futures contract, the (current) underlying and the ratio of the Securities are also subject to regular changes in the case of Open-End Tracker Certificates. Since futures and interest rate futures always have a particular expiry date, a rollover is generally necessary for Securities linked to these underlyings, which is carried out on the date specified in the relevant Product Conditions (the rollover date). This involves replacing the respective current underlying with another underlying (futures contract) which, except for the expiry date which is further in the future, has the same or comparable contract specifications. In order to reflect differences in value between the previous and new futures contracts, the ratio of the Security – in the case of Securities with a ratio – is modified accordingly as part of the rollover.

If, in the opinion of the Issuer, no futures contract exists at that point in time with underlying terms and conditions or contract features that match those of the current underlying which it is intended to replace, the Issuer may also terminate the Securities extraordinarily (and an ordinary termination is in any case possible at any time).

**Redemption in the case of exercise or ordinary termination by the Issuer**

Open-End Tracker Certificates do not have a fixed term and therefore do not grant the holder the right to payment of the Cash Amount on a particular date, specified in advance at the time of issue.

If the Security Holder is unable or unwilling to sell his Securities on a stock exchange or off-market, he will be able to redeem the Securities only if he exercises the Open-End Tracker Certificates effectively or if the Issuer terminates the Securities early, as a result of which the Cash Amount is paid in both cases. The rights arising from the Securities expire in both cases upon redemption.

The Cash Amount for the Open-End Tracker Certificates is mainly dependent on the performance of the respective underlying. The level of the Cash Amount in the event of effective exercise or of ordinary termination by the Issuer is calculated as shown below.

In the event that the rights associated with the Securities are exercised by means of exercising the Securities, the valuation date is in principle the date on which the security right is effectively exercised by the Security Holder in accordance with section 4 of the General Conditions, so that the Cash Amount is also determined accordingly at that time. In the event of ordinary termination by the Issuer, the valuation date, and therefore the date on which the Cash Amount is calculated, is based on the timing and content of the termination (details in section 5 of the General Conditions). The repayment takes place a few days after the respective valuation date.

Depending on the underlying and the existence of other factors affecting the level of the repayment (e.g. the management fee, management fee or Quanto interest rate), different methods of calculating the Cash Amount are used.

**Calculation of the Cash Amount**

The Cash Amount of the Securities can be calculated on the basis of two alternative methods of calculation described in detail below. The calculation method for the Cash Amount applicable to the Securities in a individual case is specified in the Final Terms and depends in principle on whether the features of the Securities include a ratio or a strike.

**Alternative 1:** The Cash Amount is equal to the reference price of the underlying taking into account the ratio.

**Alternative 2:** The Cash Amount is determined on the basis of the performance of the underlying and is equal to the product of the strike and the percentage performance of the underlying.

The performance of the underlying is generally calculated as follows: On each exchange day (i.e. a day on which the underlying is calculated) the relevant performance for that exchange day is calculated by dividing the price of the underlying on the relevant exchange day by the price of the underlying on the exchange day immediately preceding the relevant exchange day. The product of each one of the individual performances calculated in this manner during the term forms the performance of the underlying. The applicable Final Terms may specify a different method of calculating the performance of the underlying.
Where a management fee, performance fee or Quanto interest rate is specified, it is deducted when calculating the Cash Amount, reducing its value.

If the Cash Amount calculated is not positive, the security right expires worthless and the investor suffers a total loss.

**Modification: Open-End Tracker Certificates with conditional bonus payment**

In addition, Open-End Tracker Certificates may offer the possibility of receiving an additional Cash Amount (bonus amount). The bonus amount is determined at the time of the issue either as a certain amount or, as the case may be, depending on the level of objective reference values (for example the level of the underlying and / or the performance of the underlying). The bonus amount may be different for each observation date or bonus payment date or for individual observation dates or bonus payment dates.

Bonus payments are based on the reference price or observation price of the underlying ("Conditional Bonus Payment").

For the purpose of a Conditional Bonus Payment, a determination is made whether a bonus event defined in the Product Conditions has occurred on an observation date. If this is the case, the investor receives the bonus amount allocated to that observation date. Otherwise, no bonus amount is paid for that observation date.

Following an Early Redemption, no (further) bonus payments are made on the Securities.

**Modification: Open-End Tracker Certificates with unconditional bonus payment or interest payment (with Coupon)**

In addition, Open-End Tracker Certificates may offer the possibility of receiving an additional Cash Amount (coupon). The payment of such coupon will be made irrespective of the performance of the underlying; on each bonus payment date specified in the Final Terms, Securities Holders will have the opportunity to redeem the relevant bonus amount assigned to the bonus payment date ("Unconditional Bonus Payment") or an interest amount on one or more interest payment dates specified in the Final Terms. however, that in the event of early redemption no (further) bonus payments are made in respect of the Securities or the interest accrual period ends early, respectively.

**Calculation of the Cash Amount in the case of a basket as the underlying**

In the case of a basket as the underlying, the Cash Amount is also calculated in principle in accordance with the calculation methods described above; however, the value of the entire basket on the valuation date takes the place of the reference price of an individual underlying. The value of the basket is equal to the total of the values of all the basket constituents. The value of a basket constituent is determined by multiplying the number of a basket constituent by its reference price on the valuation date.

**7.4.4. Securities with triparty collateral management (TCM)**

Securities with TCM are collateralised by an agreement entered into by Bank Vontobel AG, Zurich, as collateral provider, (the "Collateral Provider"), SIX Repo AG, Zurich, acting as a direct representative for and in the name of the Security Holder as collateral taker, SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland, acting as custodian and collateral manager, and Vontobel Financial Products GmbH, Frankfurt am Main, as the Issuer (the "Framework Agreement").

The Collateral Provider provides corresponding collateral. The collateral is pledged in favour of the investors, who are represented for this purpose by the collateral taker. The collateral is used for the purpose of satisfying the liabilities of the Issuer to the investors in the event of insolvency or similar events (e.g. payment default, restructuring, liquidation etc.) or in the event of under-collateralisation. The collateral is selected by the Collateral Provider and deposited with SIX SIS AG in a segregated TCM account and securities account in the name of the Collateral Provider.

The costs of the TCM collateralisation (including the lending costs for the collateral required) are reflected in the pricing of the Securities and thus borne indirectly by the investors.

**Method of collateralisation:**

The collateral to be provided by the Collateral Provider is based on the respective value of the product (the "Current Value"). The calculation of the Current Value of the product is performed exclusively by the Collateral Provider in accordance with recognised accounting principles, but without an independent review. Neither the collateral manager nor SIX SIS AG nor SIX Financial Information AG performs a recalculation or other review of the calculation of the Current Value. The Collateral Provider notifies the Current Value to SIX Financial Information AG which then publishes it. On the basis of the Current Value published by SIX Financial Information AG, SIX SIS AG calculates whether the coverage requirements for the collateral have been met.
Neither the collateral manager nor SIX SIS AG nor SIX Financial Information AG are liable for losses or damage suffered by a collateral taker as the result of the deficient calculation of the Current Value or the deficient notification of that value to SIX Financial Information AG. The Collateral Provider may fulfil the function of the calculation agent. The calculation agent will notify the method employed for the calculation of the Current Value on request. The method of calculation is specified for each product at the date of issue and remains unchanged throughout its term. The collateral provided for a product is intended only for that product (the “Earmarked Collateral”) and does not collateralise any other Securities.

The collateral taker acquires a security interest in accordance with article 25 (2) b) of the Swiss Federal Act on Intermediated Securities (Bundesgesetz über Bucheffekten, “BEG”) in the collateral and a right of lien in accordance with article 899 et seq. of the Swiss Code of Obligations (Schweizerisches Obligationenrecht, “OR”) over cash funds provided as collateral. The current Value of a product is calculated by the Collateral Provider, notified to SIX Financial Information AG on each business day and published on the corresponding website of SIX Financial Information AG. The collateral is valued and adjusted by SIX SIS AG several times on each business day on the basis of the securities prices and/or exchange rates provided by SIX Financial Information AG. The permitted collateral is selected by SIX SIS AG on an ongoing basis from a variety of types of securities, including those securities representing direct or indirect underlyings of the product. The Collateral Provider will inform the Security Holder on request about the collateral permitted in each case for the purpose of collateralising the product.

**Liquidation of collateral**

If the Collateral Provider fails to fulfil its obligations, the collateral will be liquidated by the collateral manager or a liquidator under the terms of the applicable legal regulations. The collateral may be liquidated in particular (the “Liquidation Events”), if (i) the Collateral Provider does not provide the collateral required or fails to do so in due time, unless the deficiency is remedied within five (5) business days; (ii) the Issuer does not perform a payment or delivery obligation relating to a product when due under the Terms and Conditions or fails to do so in due time, unless the deficiency is remedied within five (5) business days or (iii) the Swiss Financial Market Supervisory Authority (Eidgenössische Finanzmarktaufsicht, “FINMA”) orders protective measures pursuant to article 26 (1) (f) or (h) of the Swiss Federal Act on Banks and Savings Banks (Bundesgesetz über die Banken und Sparkassen, “Swiss Banking Act”), restructuring measures pursuant to article 28 et seq. of the Swiss Banking Act or liquidation (bankruptcy) pursuant to article 33 et seq. of the Swiss Banking Act with respect to the Issuer or the Collateral Provider, or a foreign supervisory authority or competent court issues a comparable order.

**Determination of a Liquidation Event**

The collateral manager is under no obligation to undertake investigations with regard to the occurrence of a Liquidation Event. For the purpose of determining the occurrence of a Liquidation Event, it bases its decision on information received from the Collateral Provider or from official sources of information (e.g. FINMA). The collateral manager determines whether an event qualifies as a Liquidation Event and the time at which the Liquidation Event occurred, with binding effect for the Security Holders. The Liquidation Event results in the (early) termination of the Securities.

**Procedure on the occurrence of a Liquidation Event**

If a Liquidation Event occurs, the collateral manager is entitled in its reasonable discretion, immediately or at a later time, to give public notice of the following: (i) the existence of a Liquidation Event, (ii) all relevant procedures it has undertaken in connection with the liquidation of the Earmarked Collateral, (iii) all relevant procedures it has undertaken in connection with the usage of the liquidation proceeds and their payment to the collateral taker and (iv) all other information relevant to the collateral taker.

**Maturity of the product and Security Holders’ claims against the Issuer**

A Liquidation Event in relation to a product does not give rise to the occurrence of a Liquidation Event in relation to other collateralised Securities of the Issuer. Following the occurrence of a Liquidation Event, the collateralised liabilities attributable to the Securities for which the Liquidation Event has occurred become due and payable with immediate effect.

The collateral manager will notify the Security Holder of the maturity date for the Liquidation Event. The acquisition of a Security collateralised in accordance with the Framework Agreement by a Security Holder automatically entails acceptance of the collateral manager as its representative for the purposes of the triparty collateral management arrangement.

In dealings with the collateral manager and SIX SIS AG, the Security Holders are bound by the provisions of the Framework Agreement and in particular the choice of Swiss law and the exclusive jurisdiction of the courts of the Canton of Zurich (Switzerland).

Following the occurrence of a Liquidation Event in relation to a product, the collateral manager determines the liquidation value of that product as the last available Current Value prior to the occurrence of the Liquidation Event. This value is binding for the Collateral Provider and the Security Holders. The relevant Current Values form the basis for the claims of the Security Holders against the Issuer at the maturity of the products in accordance with the provisions of the Framework Agreement.
**Liquidation costs and payment to the Security Holders**

All costs of the collateral manager and all costs in connection with the liquidation of the collateral (including fees, taxes and levies) will be covered in advance out of the liquidation proceeds of the collateral. Furthermore, the collateral manager is entitled to cover all outstanding claims against the collateral taker due to it under the terms of the Framework Agreement in advance out of the liquidation proceeds of the collateral. The remaining liquidation proceeds will be available for payment to the Security Holders of the product. The pro rata net liquidation proceeds due to the Security Holders will be transferred to the participants in SIX SIS AG on a delivery against payment basis. The collateral manager is released hereby from all further obligations.

The Security Holders’ claim shall not bear interest. Payment to the Security Holders may be delayed for practical or legal reasons. If payment is delayed for any reason whatsoever, the collateral manager and SIX SIS AG shall not be liable for default interest or damages. Each product is collateralised by its Earmarked Collateral. The maximum claim of a Security Holder for satisfaction out of the net liquidation proceeds of the Earmarked Collateral is therefore based on the Current Value of the product. The Security Holders’ claims against the Issuer arising from the product are reduced to the extent of the pro rata net liquidation proceeds paid.

**Liability**

The parties to the Framework Agreement are liable for damages only in the event of gross negligence or wilful intent. Further liability is excluded.

7.5. General description of the underlying

7.5.1. General

The Securities may be linked respectively to shares, securities representing shares (ADRs/GDRs), other dividend-bearing securities, bonds, indices and proprietary baskets (including indices within the family of Vontobel Strategy Indices, conceived by the Issuer or another company within the Vontobel Group (proprietary "Vontobel Strategy Indices") and described in section 15 “List of Vontobel Strategy Indices and Dynamic Baskets” of this Base Prospectus as well as to indices provided by a legal or natural person acting together with the Issuer or in its name), commodities, futures, interest rate futures, exchange rates, units of account, interest rates and investment units and virtual currencies or to baskets consisting of one or more of these instruments. Where the underlying is a basket (including a proprietary basket), references to the underlying throughout the Base Prospectus are also deemed to refer analogously to the individual basket constituents.

The relevant Final Terms will specify the respective underlying or the respective basket constituents and contain information about the respective underlying or the respective basket constituents or indicate where information about the respective underlying or the respective basket constituents, and in particular about its or their past and future performance and its or their volatility, can be obtained.

In the eventuality that an index is specified as the underlying or a basket constituent in the relevant Final Terms and that index is provided by a legal or natural person acting in association with the Issuer or on its behalf, the Issuer makes the following statement:

- the complete set of rules of the index and information on the performance of the index are freely accessible on the website prospectus.vontobel.com under the heading <<Overview of Underlyings>> or on the website of the respective index sponsor or reference agent; and
- the governing rules (including methodology of the index for the selection and the re-balancing of the constituents of the index, the description of market disruption events and adjustment rules) are based on predetermined and objective criteria.

The Cash Amount may be calculated or otherwise determined by reference to an index or a combination of indices. Any such index may constitute a benchmark within the meaning of Regulation (EU) 2016/1011 (the "Benchmark Regulation"). If any such index does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the Benchmark Regulation. Not every index will fall within the scope of the Benchmarks Regulation. Furthermore, transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

The Issuer does not intend to provide further information about the underlying after the issue.

*Description of a virtual currency using Bitcoin as an example*
If the underlying or basket constituent is a virtual currency expressed in another currency (for example, US dollar for 1 Bitcoin), the performance of the Securities is affected by the performance of the virtual currency.

Virtual currency is a general term under which cryptographic currencies such as Bitcoin are also subsumed. The concept of a virtual currency denotes a certain type of unregulated virtual money that is not issued or backed by a central bank.

In the recent past, the virtual currency Bitcoin has led the way for a new generation of decentralised currencies, frequently also referred to as cryptographic currencies. The Bitcoin project was realised using open source software, i.e. as a programme that is freely available to everyone. All potential users can download programmes (clients) enabling them to participate in the Bitcoin network. The network functions on a peer-to-peer basis, in which all users in principle have equal rights in relation to one another. There is no central authority which executes, controls or administers transactions or which generates Bitcoins.

Bitcoin is based on the idea of a stateless substitute currency with a limited volume of money. In contrast to the fiat money of central banks and the scriptural money of commercial banks which can be issued without limit, Bitcoins are created using a mathematical process within a computer network. The programmes do this by solving laborious cryptographic problems (mining). As a result of the increasing complexity of the problems, the volume of Bitcoins is growing at an ever slower rate until eventually – under the arrangements currently in place – it will reach the maximum number of around 21 million. In mid-2016, there were more than 15.7 million Bitcoins in existence. Bitcoins are divisible, so that units smaller than one Bitcoin can also be transferred.

Existing Bitcoins are allocated to “addresses”. These consist of a randomly generated series of characters and numbers. Every user can generate a large number of addresses to which Bitcoins can then be allocated. Users manage these addresses with their clients in files known as wallets, which also contain the respective private and public pairs of keys used to authenticate Bitcoin transactions within the network. Users can transfer Bitcoins between each other to and from their addresses within the network. They must communicate the respective target addresses to each other outside the network.

The Bitcoins at the respective addresses and all previous transactions in Bitcoin are publicly viewable in a central file, the blockchain. However, the address in the network does not enable the person actually holding those Bitcoins to be identified. Once a transaction has been carried out, it is in principle not reversible. As well as transferring Bitcoins within the network, it is also possible to transfer wallets, as well as addresses and keys, between people physically, for example using data storage devices.

In Germany, BaFin has classified Bitcoins, with binding legal effect, as financial instruments in the form of units of account in accordance with section 1 (11) sentence 1 of the German Banking Act (Kreditwesengesetz, “KWG”). These are units that are comparable with foreign exchange and do not constitute legal tender. This category includes units of value having the function of private means of payment in barter transactions, as well as any other substitute currency used by virtue of agreements under private law as a means of payment in multilateral settlement accounts. A central issuer is not required for this purpose (source: BaFin, Jens Münzer, "Bitcoins: Supervisory assessment and risks to users", available at: https://www.bafin.de/dok/7849756; last accessed on 10 July 2019).

7.5.2. Proprietary indices

7.5.2.1. Introduction and basic principles

The indices belonging to the Vontobel Strategy Indices family (also referred to in the following as "Strategy Indices") are not recognised financial indices, but are indices designed and calculated by Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland, or another company of the Vontobel Group as the index calculation agent ("Index Calculation Agent" or "Reference Agent"), whose sole function consists of serving as the underlyng for a particular type of securities (strategy certificates).

The Index Calculation Agent makes decisions about the composition, method of calculation and publication of the index to the best of its knowledge and belief. The Index Calculation Agent is advised by index sponsors for the purpose of the composition of the Strategy Indices. The index sponsors act in principle at their own discretion and within the index strategy defined by themselves and for which they are responsible (referred to in the following as "Index Strategy" or "Strategy"; see II.2 below).

The Index Calculation Agent will carry out the calculation and composition of the Strategy Indices with the greatest possible care. However, the Index Calculation Agent and the index sponsors accept no obligation or liability with respect to the calculation and composition of the Strategy Indices. The Index Calculation Agent is not liable for direct or indirect losses arising from the incorrect calculation of the indices, their composition or the other key figures, unless they are due to gross negligence or wilful intent on the part of itself, its vicarious agents or their legal representatives. The Index Calculation Agent – without prejudice to possible obligations vis-à-vis licensees or index sponsors – has no obligation vis-à-vis third parties (including index sponsors, investors in strategy certificates and/or financial intermediaries) to draw attention to any mistakes in the index.
The Index Calculation Agent's Strategy Indices do not represent a recommendation by the Index Calculation Agent to make an investment. In particular, the composition, calculation and publication of the Strategy Indices do not in any way imply an assurance or opinion on the part of the Index Calculation Agent with respect to the purchase or sale of an index constituent or of a financial instrument linked to that Strategy Index.

The Strategy Indices are calculated and composed, as far as possible, in accordance with the following principles:

- The Strategy Index should reflect the underlying Strategy defined by the respective index sponsor as closely as possible.
- Adjustments of the Strategy Index are published without delay.
- The current composition of a Strategy Index is published at least once a day.
- Index constituents are tradeable and available to an extent appropriate to the Strategy.
- The performance of the respective Strategy Index can be replicated by a real portfolio.
- The Strategy of the respective Strategy Index provides reliability and continuity.
- Changes in the rules are communicated with adequate advance notice (generally at least 5 index calculation days).

A guide relating to the respective Strategy Index is prepared in each case, which describes in particular the composition, calculation and publication of the respective Strategy Index. The respective guide (in addition to the description of the respective Strategy Index contained in this Base Prospectus; see section 14 "List of Vontobel Strategy Indices and Dynamic Baskets" of this Base Prospectus) is available on the website indices.vontobel.com ("Information Page") and can be accessed by entering the relevant ISIN.

7.5.2.2. Index parameters

I. Index sponsor

The Index Calculation Agent is advised by the index sponsor in connection with the composition of the relevant Strategy Index. For this purpose, the index sponsor follows a specific procedure, defined and described under II.2 below, according to which decisions are made with respect to the composition of the respective Strategy Index.

In principle, the index sponsor is responsible for selecting and weighting the respective index constituents itself and also decides on the timing and scope of changes to the respective Strategy Index without consulting the Index Calculation Agent. The Index Calculation Agent is not responsible for monitoring compliance with the Strategy by the index sponsor.

The respective index sponsor for a Strategy Index is specified in the description of the relevant Strategy Index.

II. Index Strategy

A Strategy Index reflects the performance of a virtual investment managed on the basis of a Strategy. This Strategy is determined by the index sponsor and the index sponsor is solely responsible for it. The Index Calculation Agent neither advises nor assists the index sponsor in connection with the preparation or implementation of the Strategy. The Index Calculation Agent is under no obligation to monitor the index sponsor's implementation of and compliance with the Strategy; it follows the decisions of the index sponsor relating to the selection and weighting of the relevant index constituents in principle without carrying out a review of its own.

The respective Index Strategy and any restrictions, for example a prohibition on replicating leverage and uncovered short positions or a limit to the replication of a cash component, are specified in the description of the relevant Strategy Index.

III. Index universe

The description of the respective Strategy Index will also define the index universe which determines the financial instruments that can be accepted as index constituents. The respective index universe may either be specified definitively on the index start date or may be subject to subsequent modifications by the index sponsor.

The index universe of Strategy Indices is generally restricted to the following financial instruments, which must also comply with additional requirements to the extent specified in the description of the respective Strategy Index:

a) Shares, other dividend-bearing securities and subscription rights of companies,
b) Shares in collective investment schemes or investment units,
c) Derivative financial instruments (e.g. options, futures, forwards) and structured products,
d) Bonds and other debt securities.
e) Precious metals and  
f) Cash components and units of account.

Where so provided in the description of the relevant Strategy Index, the Index Calculation Agent may be entitled to modify the index universe at the suggestion of the index sponsor and subject to compliance with the basic principles. A change in the index universe must be published on the Information Page an appropriate period of time (but at least 5 exchange days) prior to becoming effective.

The Index Calculation Agent may remove individual financial instruments from the index universe without notice at any time and without giving reasons, subject to compliance with the basic principles of the respective Strategy Index.

I. Index fee, adjustment fees and other costs

The respective Strategy Index may, as specified in the description of the relevant Strategy Index or published on the Information Page, include index fees, adjustment fees and other costs that are deducted from the cash component by the Index Calculation Agent when calculating the level of the respective Strategy Index, and which therefore reduce the index level.

Index fee

As specified in the description of the respective Strategy Index or published on the respective Information Page and described in detail where relevant, the index fees may either correspond to a variable or fixed percentage of the index level per annum or may be changed by agreement between the index sponsor and the Index Calculation Agent up to a maximum of the upper limit specified in the description of the relevant Strategy Index or published on the Information Page.

Unless stated otherwise in the description of the respective Strategy Index or published on the respective Information Page and described in detail where relevant, the index fee is charged each calendar day, beginning on the index start day. It is calculated on the basis of a 365-day year and the most recently calculated index closing value, and deducted from the respective cash component replicated in the Strategy Index.

Performance fee

The index sponsor or the person responsible for the selection of the index components and composition of the underlying may receive a performance fee, if applicable. This performance fee is intended to provide the index sponsor or the person responsible for the selection of the index components and composition of the underlying with an additional incentive to make steady price gains on the underlying by selecting index components. The index sponsor or the person responsible for selecting the index components and composition of the underlying may therefore receive an additional remuneration depending on the performance of the underlying. The amount of this remuneration is determined either by the fact that a relevant price of the underlying at a certain point in time or over a certain period of time is on or above a certain price or, as the case may be, all previous prices of the underlying (watermark) or the performance of the underlying at a certain point in time or over a certain period of time has achieved a certain performance or the performance of the underlying at a certain point in time or over a certain period of time has achieved a higher performance than a certain reference value or benchmark. The index calculation agent shall calculate the performance fee in accordance with the method described in the relevant index guide.

Adjustment fees and other costs

Additional fees are incurred in the event of Ordinary Adjustments of a Strategy Index in accordance with IV.1 below ("Adjustment Fees").

The respective Adjustment Fees applicable are described in more detail in the description of the respective Strategy Index or as published on the respective Information Page and may be modified from time to time by the Index Calculation Agent, to enable the respective Strategy Index to reflect the fees chargeable for a real investment at all times. Changes to the applicable Adjustment Fees will be published on the Information Page at least one month prior to becoming effective.

If and to the extent that taxes, fees or other charges would be incurred – or may occur in future – for a real investment in accordance with the Index Strategy, the Index Calculation Agent may factor such costs into the calculation of the index ("other costs"). Such fees, e.g. distribution fees, resulting from the inclusion of investment funds, structured products etc. in the index, will be outlined by the respective manager/issuer in the relevant documentation of the index constituent (e.g. prospectus). Other costs of the Strategy, in particular costs for the provision of collateral which would be incurred in connection with real short positions in derivative financial instruments (e.g. forward transactions), are deducted accordingly from the cash component.

II. Other index parameters

Other parameters of the respective Strategy Index, such as the index currency, index start date, index start value, index calculation day and index adjustment date are specified in the description of the respective Strategy Index or published on the respective Information Page.
7.5.2.3. **Index calculation**

The respective Strategy Index is calculated for the first time on the index start date specified in the description of the respective Strategy Index. The initial level of the Index on the index start date corresponds to the index start value specified. The respective current index level will be determined by the Index Calculation Agent once a day after the close of business for banks in Zurich (Switzerland), rounded to two decimal places and normally published by 10:00 a.m. (local time in Zurich) on the next business day in accordance with V. below.

One index point corresponds to one unit of the relevant index currency.

I. **Index formula**

The index level of the respective Strategy Index on an index calculation day corresponds to the index formula specified in the description of the respective Strategy Index.

The index formula and further information relating to the calculation of the index, such as details of the prices used or the currency conversion, are specified in the description of the respective Strategy Index.

II. **Prices used**

The Index is calculated on each index calculation day using the valuation prices for the index constituents. The Index Calculation Agent determines the respective valuation prices after the close of business on an index calculation day.

The Index Calculation Agent bases its determination on the sources of valuation prices specified in the description of the respective Strategy Index, in accordance with the type of index constituent. For example, the source of the valuation price may correspond to the respective closing price on the principal market designated by the Index Calculation Agent in the case of shares and other equity securities and rights as index constituents, to the respective net asset value in the case of collective investments or investment units as index constituents or to the price reported by a recognised financial information service in the case of bonds and other debt securities as index constituents.

III. **Currency conversion**

If the valuation price of an index constituent is determined in a currency other than the reference currency (or if a cash component is denominated in a different currency from the reference currency), those amounts are converted into the reference currency by the Index Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

IV. **Index corrections**

In the event of calculation errors classified as material by the Index Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), index levels are corrected, retrospectively if applicable, provided that this is technically possible and makes sense from an economic point of view. Otherwise no correction is made. Corrections are published on the Information Page.

7.5.2.4. **Index adjustments**

I. **Ordinary adjustment**

In principle, the respective index sponsor selects and weights the respective index constituents itself in the context of the Strategy it has determined and also decides on the timing and scope of changes to the respective Strategy Index without consulting the Index Calculation Agent (respectively an "Ordinary Adjustment").

An Ordinary Adjustment can be made on any index adjustment date. The respective index sponsor must notify the Index Calculation Agent of adjustments required by a time specified in the description of the respective Strategy Index on the respective index adjustment date to ensure that they are implemented on the same day. The Index Calculation Agent may reject instructions received at a later time.

Adjustment Fees in accordance with II.4 above are incurred for Ordinary Adjustments.

II. **Extraordinary adjustments**

If extraordinary events occur in relation to an index constituent, the Index Calculation Agent adjusts the composition of the respective Strategy Index, as specified in more detail in the description of the respective Strategy Index, and may take additional appropriate measures to enable the respective Strategy Index to be continued.

The objective is to ensure that the respective Strategy Index can be calculated and replicated continuously even if extraordinary events occur. One possible measure, for example, is the removal of constituents from the respective Strategy Index.
The Index Calculation Agent decides the new composition of the Index and the index calculation day from which it becomes effective in each individual case.

Extraordinary events comprise insolvencies, other credit events, mergers, takeovers, spin-offs, capitalisation measures (e.g. reclassifications, exchanges), delisting, insufficient market liquidity in the opinion of the Index Calculation Agent and any events whose tax, regulatory, legal, economic or other effects are comparable with one of the events mentioned.

III. Partial liquidation

Real portfolios are characterised by the fact that partial liquidations or outflows of money may occur. If the respective index sponsor decides to undertake such measures in the hypothetical portfolio reflected by the respective strategy index, it may propose such measure to the Index Calculation Agent ("Partial Liquidation").

In this case, the Index Calculation Agent determines the date on which the Partial Liquidation becomes effective ("Partial Liquidation Effective Date") by publication on an Announcement Date (as defined in the description (index guide) of the respective Strategy Index). The Index Calculation Agent may, at its discretion, determine an amount ("Partial Liquidation Amount") that differs from the respective index sponsor's proposal in order to take into account regulatory or administrative measures or changes, e.g. changes in tax rates or changes in tax laws, which would affect a real portfolio comparable to the hypothetical portfolio reflected by the respective index. The Index Calculation Agent decides in its sole discretion whether to accept a proposed Partial Liquidation and to reflect it in the respective index as described in this section.

Any Partial Liquidation may not exceed 5.0% of the level of the respective index as determined by the Index Calculation Agent on the Index Day (as defined in the description (index guide) of the respective Strategy Index) preceding the Announcement Date.

In the event of a Partial Liquidation, the index level will be reduced by the Partial Liquidation Amount with effect from the Partial Liquidation Effective Date.

IV. Distributions and interest

The Strategy Indices are calculated as performance indices. Dividend payments and other distributions are included net of country-specific taxes ("Net Return"). The respective country-specific taxes currently in force are published on the Information Page.

In the case of cash distributions on index constituents, the Index Calculation Agent will increase the cash component in the Strategy Index concerned on the relevant payment date in order to reflect the distribution. In other cases, the Index Calculation Agent will make a decision on a corresponding index adjustment in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), in order to ensure that the respective Strategy Index can reproduce the performance that would result from a real portfolio.

In order to ensure that that performance is simulated effectively, "interest" may therefore also be paid (or – depending on the current market interest rate environment – negative interest charged) on the cash component in the Strategy Indices or, if the balance is negative, debit interest may be charged. The respective interest rate applicable is determined from time to time by the calculation agent on the basis of current market conditions for the respective currency and published on the Information Page. In the event that negative interest rates apply, the Index Calculation Agent may at its own discretion stipulate an interest-free allowance for cash components in the respective Strategy Index, if it considers it necessary for the effective simulation, in particular, of changes in values and quantities; i.e. only from the point at which the cash component included in the Strategy Index exceeds any allowance is negative interest charged on the cash component in excess of that allowance.

More detailed information on distributions and interest is provided in the description of the relevant Strategy Index.

V. Ability to replicate the Index

In order to ensure that the Strategy Indices can be replicated by a real portfolio (see above I. - Introduction and basic principles), the Index Calculation Agent is entitled at all times and without consulting the respective index sponsor to increase or reduce the weighting of the cash component within the relevant Strategy Index (with the consequence that the weightings of the other index constituents are reduced or increased accordingly).

VI. Notices

All notices pertaining to the respective Strategy Index will be published on the Information Page. Such notices shall be deemed to have been given on the date on which they are published.

Notices are given purely for informational purposes and do not represent a precondition for legal effectiveness.

Details of the performance and composition of the respective Strategy Index as well as updated information on the Adjustment Fees will be published on the Information Page.
7.5.3. Proprietary baskets

7.5.3.1. Introduction and basic principles

Proprietary baskets (also referred to in the following as "Dynamic Baskets") are baskets whose composition can be changed during the term (dynamic). The composition of a Dynamic Basket may be modified in accordance with a dynamic selection method for the basket constituents specified in the description of the respective Dynamic Basket.

The basket calculation agent makes decisions about the composition of the Dynamic Basket, the method of calculating the basket and the basket constituents, and the publication of the Dynamic Basket to the best of its knowledge and belief and in accordance with the respective selection method. The basket calculation agent will carry out the calculation and composition of the respective Dynamic Basket with the greatest possible care. However, the basket calculation agent accepts no obligation or liability with respect to the calculation and composition of the Dynamic Baskets. The basket calculation agent is not liable for direct or indirect losses arising from the incorrect calculation of a Dynamic Basket, its composition or the other key parameters, unless they are due to gross negligence or willful intent on the part of itself, its vicarious agents or their legal representatives. The basket calculation agent – without prejudice to possible obligations vis-à-vis licensees – has no obligation vis-à-vis third parties (including investors in Dynamic Baskets and/or financial intermediaries) to draw attention to any mistakes in the Dynamic Basket.

The Dynamic Baskets do not represent a recommendation by the basket calculation agent to make an investment. In particular, the composition, calculation and publication of the Dynamic Baskets do not in any way imply an assurance or opinion on the part of the basket calculation agent with respect to the purchase or sale of a basket constituent or of a financial instrument linked to that Dynamic Basket.

The Dynamic Baskets are calculated and composed, as far as possible, in accordance with the following principles:

- The basket constituents in the Dynamic Basket should reflect the respective selection method as closely as possible.
- Adjustments to the composition of the Dynamic Basket are published without undue delay.
- Basket constituents are tradeable and available to an extent appropriate to the respective selection method.
- Changes in the selection method are communicated with adequate advance notice (generally at least 5 calculation days).

A description of the dynamic selection method is prepared for each Dynamic Basket, describing in particular the possible basket constituents, the calculation and the publication of that Dynamic Basket. The respective description of the dynamic selection method can be obtained (in addition to the description of the respective Dynamic Basket contained in this Base Prospectus; see section 15 "List of Vontobel Strategy Indices and Dynamic Baskets" of this Base Prospectus) on the website prospectus.vontobel.com and where relevant on the website indices.vontobel.com, in each case by entering the respective ISIN.

7.5.3.2. Parameters

I. Dynamic selection method

Dynamic Baskets are baskets whose composition can be changed during the term (dynamic). The composition of a Dynamic Basket may be modified in accordance with a dynamic selection method for the basket constituents specified in the description of the respective Dynamic Basket.

The basket calculation agent makes decisions about the composition of the Dynamic Basket, the method of calculating the basket and the basket constituents, and the publication of the Dynamic Basket to the best of its knowledge and belief and in accordance with the respective selection method.

The description of the respective selection method for the composition of the respective Dynamic Basket specifies which financial instruments can be included in the Dynamic Basket as basket constituents. The respective selection method may either be specified definitively or may be subject to subsequent modifications by the basket calculation agent.

The selection method used in connection with the selection of the basket constituents of a Dynamic Basket is generally restricted to the following financial instruments, which must also comply with additional requirements to the extent specified in the description of the respective selection method:

- Shares, other dividend-bearing securities and subscription rights of companies,
- Shares in collective investment schemes or investment units,
- Bonds and other debt securities,
- Precious metals and
e) Cash components and units of account.

The basket calculation agent may have the right to modify the selection method, if this is specified in the description of the respective selection method. Any change to the selection method must be notified an appropriate period of time (but at least one calendar month) prior to becoming effective on the website prospectus.vontobel.com and where applicable on the website indices.vontobel.com, and can be accessed in each case by entering the respective ISIN.

The basket calculation agent may at any time remove individual financial instruments from the selection method without notice and without giving reasons.

II. Other parameters of the selection method

Other parameters of a Dynamic Basket are set out in the description of the respective selection method.

III. Management fees

The basket calculation agent may receive management fees and other fees for the composition, calculation and maintenance of the respective Dynamic Basket. These are specified in more detail in the respective description of the particular dynamic selection method, and will reduce the value of the Dynamic Basket and possibly also the value of the Security linked to the Dynamic Basket. These fees may be variable during the term of the Security and may be increased within the range specified in the dynamic selection method for the composition of the basket.

Changes to the applicable fees will be published at least one month prior to the relevant fee becoming effective on the website prospectus.vontobel.com, and can be accessed by entering the respective ISIN.

IV. Performance fees

The index sponsor or the person responsible for the selection of the index components and composition of the underlying may receive a performance fee, if applicable. This performance fee is intended to provide the index sponsor or the person responsible for the selection of the index components and composition of the underlying with an additional incentive to make steady price gains on the underlying by selecting index components. The index sponsor or the person responsible for selecting the index components and composition of the underlying may therefore receive an additional remuneration depending on the performance of the underlying. The amount of this remuneration is determined either by the fact that a relevant price of the underlying at a certain point in time or over a certain period of time is on or above a certain price or, as the case may be, all previous prices of the underlying (watermark) or the performance of the underlying at a certain point in time or over a certain period of time has achieved a certain performance or the performance of the underlying at a certain point in time or over a certain period of time has achieved a higher performance than a certain reference value or benchmark. The index calculation agent shall calculate the performance fee in accordance with the method described in the relevant index guide.

7.5.3.3. Calculation

The respective Dynamic Basket is calculated on a regular basis, beginning on the start date specified in the description of the selection method.

I. Calculation formula

The value of the Dynamic Basket is determined in principle on the basis of the calculation methods described in the respective selection method; the value of the entire basket on the valuation date (the "Valuation Price") takes the place of the reference price of an individual underlying.

Further information on the calculation of the Valuation Price of a Dynamic Basket, such as details of the prices used or the currency conversion, are specified in the description of the respective Dynamic Basket.

II. Corrections

In the event of calculation errors classified as material by the basket calculation agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), values of the Dynamic Basket may be corrected, retrospectively if applicable, provided that this is technically possible and makes sense from an economic point of view. Otherwise no correction is made. Corrections are published on the website prospectus.vontobel.com, and can be accessed by entering the relevant ISIN.
7.5.3.4. Adjustments to the composition of the basket

I. Ordinary Adjustment

In principle, the basket calculation agent determines the composition of a Dynamic Basket itself in the context of the respective dynamic selection method and also decides on the timing and scope of changes (including the weighting of basket constituents) to the respective Dynamic Basket (respectively an "Ordinary Adjustment").

An Ordinary Adjustment can be made on any adjustment date. Fees in accordance with II.3 above may be incurred for Ordinary Adjustments.

II. Extraordinary adjustments

If extraordinary events occur in relation to a basket constituent, the basket calculation agent adjusts the composition of the respective Dynamic Basket, as specified in more detail in the description of the respective dynamic selection method, and may take additional appropriate measures to enable the respective Dynamic Basket to be continued.

The objective is to ensure that the respective Dynamic Basket can be calculated and replicated continuously even if extraordinary events occur. One possible measure, for example, is the removal of constituents from the respective Dynamic Basket.

The basket calculation agent decides the new composition of the basket and the day from which it becomes effective in each individual case.

Extraordinary events comprise insolvencies, other credit events, mergers, takeovers, spin-offs, capitalisation measures (e.g. reclassifications, exchanges), delisting, insufficient market liquidity in the opinion of the basket calculation agent and any events whose tax, regulatory, legal, economic or other effects are comparable with one of the events mentioned.

III. Partial liquidation

Real portfolios are characterised by the fact that partial liquidations or outflows of money may occur. If the basket sponsor decides to undertake such measures in the hypothetical portfolio reflected by the basket, it may propose such measure to the basket calculation agent ("Partial Liquidation").

In this case, the basket calculation agent determines the date on which the Partial Liquidation becomes effective ("Partial Liquidation Effective Date") by publication on an Announcement Date (as defined in the description of the respective Strategy Index in the respective index guidelines). The basket calculation agent may, at its discretion, determine an amount ("Partial Liquidation Amount") that differs from the basket sponsor's proposal in order to take into account regulatory or administrative measures or changes, e.g. changes in tax rates or changes in tax laws, which would affect a real portfolio comparable to the hypothetical portfolio reflected by the respective index. The basket calculation agent decides in its sole discretion whether to accept a proposed Partial Liquidation and to reflect it in the respective index as described in this section.

In the event of a Partial Liquidation, the index level will be reduced by the Partial Liquidation Amount with effect from the Partial Liquidation Effective Date.

7.5.3.5. Notices

All notices relating to the respective Dynamic Basket are given by publication on the website prospectus.vontobel.com, and can be obtained by entering the relevant ISIN. Such notices shall be deemed to have been given on the date on which they are published.

Notices are given purely for informational purposes and do not represent a precondition for legal effectiveness.

Information about the performance of the respective Dynamic Basket is published on the website prospectus.vontobel.com, and can be obtained by entering the respective ISIN.

7.5.4. Inclusion of further or amendment or deletion of proprietary indices or proprietary baskets

The Issuer may include further proprietary Vontobel Strategy Indices or Dynamic Baskets in this Base Prospectus by means of a supplement to the Base Prospectus in accordance with section 16 WpPG (see section 15 "List of Vontobel Strategy Indices and Dynamic Baskets" of this Base Prospectus). Proprietary Vontobel Strategy Indices or Dynamic Baskets may also be amended or deleted by means of a supplement to the Base Prospectus in accordance with section 16 WpPG.
7.6. Increase of issues
Under the Base Prospectus the offer size of Securities issued under the Base Prospectus, the Base Prospectus dated 
13 September 2017 or Base Prospectus dated 13 August 2018 (all as defined hereinafter; the "Original Securities")
may be increased (the "Increase"), whereby Securities may be increased several times. For this purpose Final Terms
will be prepared for the respective Additional Securities (as defined hereinafter) in the form as provided for in section 12
of the Base Prospectus.

The Additional Securities together with the Original Securities form a single issue of Securities within the meaning
of section 13 of the General Conditions (corresponding to the increased offer size), i.e. they have the same securities iden-
tification numbers and the same features.

"Additional Securities" refers to the Securities whose offer size, specified in the Product Conditions, represents the
increase in the offer size of the Original Securities. The sequential number of the increase in the respective Securities is
indicated on the cover sheet of the Final Terms.

In case of an Increase of Securities issued under the Base Prospectus of Vontobel Financial Products GmbH dated
13 September 2017 for Tracker Certificates and Open End Tracker Certificates ("Base Prospectus dated 13
September 2017") and the Base Prospectus of Vontobel Financial Products GmbH dated 13 August 2018 for Tracker
Certificates and Open End Tracker Certificates ("Base Prospectus dated 13 August 2018") (each and together the
"First Base Prospectus") the terms and conditions set out in section 8 of the Base Prospectus shall not apply to the
Additional Securities. Instead, the terms and conditions set out in the First Base Prospectus shall apply.

The Final Terms will be made available in electronic form on the Issuer's website, prospectus.vontobel.com. Printed cop-
ies will be available on request free of charge from the Issuer (Bockenheimer Landstr. 24, 60323 Frankfurt am Main,
Germany).

7.7. Resumption of the Public Offer of Securities
Under this Base Prospectus, the Public Offer of Securities which was first commenced under one of the Base
Prospectuses referred to below but which at the time of the approval of this Base Prospectus had already been
completed or previously interrupted once or several times may be resumed as described below ("Resumption of the
Offer").

For the purpose of the Resumption of the Offer, final terms will be drawn up in accordance with the form set out in
Section 12 of this Base Prospectus in order to facilitate the public offer of the relevant Securities to be made under the
Final Terms set out in the first Final Terms (the "First Final Terms") to the Base Prospectus dated 13 September 2017
or Base Prospectus dated 13 August 2018 (see the definition under Section 7.6 above), each an "Original Base
Prospectus" and, together with the respective First Final Terms, each a (the "Original Prospectus") were offered to the
public for the first time after the expiry of the validity of the Original Prospectus.

The start of the Resumption of the Offer will be specified in the respective Final Terms. The Final Terms shall be
provided in electronic form on the website of the Issuer, prospectus.vontobel.com. Printed copies can be obtained free of
charge from the Issuer (Bockenheimer Landstr. 24, 60323 Frankfurt am Main, Germany).

The offer price of the securities will be quoted by Bank Vontobel Europe AG, Zurich (or any other nominated company)
as Market Maker at the start of the respective Resumption of the Offer on the basis of market conditions and is published
on the Issuer's website on that day under prospectus.vontobel.com.

Information on the terms and conditions of issue applicable in the event of a resumption of an offer

In the event of a Resumption of the Offer, the Terms and Conditions for these securities as included in the respective
Original Prospectus remain legally binding.

Consequently, in the event of a Resumption of the Offer of securities issued under an Original Base Prospectus, the
Terms and Conditions as set out in section 8 of this Base Prospectus are not applicable to the securities concerned.
Instead, the General Conditions as well as the Product Conditions included in the respective Original Prospectus and
incorporated by reference pursuant to Section 11 WpPG in this Base Prospectus are applicable.

The Final Terms determine the General Conditions applicable to the relevant securities. The Product Conditions are
determined in the Final Terms according to their description in section I. or II. of the First Final Terms.

The issue price of the securities, if any, stated in the Terms and Conditions, is the historical issue price of the securities
on the date of the first public offer of the securities as it was determined on the basis of the market situation on that day
in past.
7.8. Continuation of a Public Offer of Securities

Under this Prospectus, the Public Offer of Securities, which has initially begun under the Base Prospectus dated 13 September 2017 or the Base Prospectus dated 13 August 2018 (as defined in section 7.6 of the Base Prospectus above) and which still continues uninterruptedly at the time of the approval of this Base Prospectus, will continue as described below “Continuation of a Public Offer”). The Base Prospectus dated 10 July 2019 is valid until the date twelve months after approval of this Base Prospectus. The Base Prospects dated 10 July 2019 follows the Base Prospectus dated 13 August 2018.

For this purpose, the information contained in the Form of Final Terms included in the Base Prospectus dated 13 September 2017 and the Base Prospectus dated 13 August 2018 will be incorporated by reference at this point in accordance with § 11 WpPG.

The Securities for which the Public Offer is to be continued are indicated by their respective international securities identification number (ISIN) in section 14 of the Base Prospectus (“Continued Offers”). The Final Terms for the securities described therein are published on the Issuer’s website at prospectus.vontobel.com.

Information on the Terms and Conditions applicable in the event of a Continuation of a Public Offer

For the purposes described in section 14 of the Base Prospectus, the Terms and Conditions under the Base Prospectus dated 13 September 2017 and the Base Prospectus dated 13 August 2018 continue to be legally binding. For this reason, the General Conditions as well as the Product Conditions contained in the Base Prospectus dated 13 September 2017 and the Base Prospectus dated 13 August 2018 will be included in the Base Prospectus according to § 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”). The Terms and Conditions as set out in section 8 of the Base Prospectus are not relevant for the Securities for which the Public Offer is to be continued.
8. Terms and Conditions

The "General Conditions" (see chapter 8.1 of the Base Prospectus) apply to all Securities to be issued under this Base Prospectus, except for the increase of issues and the resumption of the public offer of securities publicly offered for the first time under the Base Prospectus dated 13 September 2017 or the Base Prospectus dated 13 August 2018. The features of the Securities and in particular the precise nature of the security right are specified in each case in the "Product Conditions" (see chapter 8.2 of the Base Prospectus). The Product Conditions supplement the General Conditions with the product- and issue-specific product features.

For securities publicly offered for the first time under the Base Prospectus dated 13 September 2017 or the Base Prospectus dated 13 August 2018 and for which the Public Offer is resumed (as described in Section 7.8 above), the Terms and Conditions of the Base Prospectus under which they were publicly offered for the first time shall be legally binding. The Terms and Conditions set out in Section 12 of this Base Prospectus are not relevant to the securities for which the Public Offer is being resumed.

The product features identified by means of a placeholder ● or square brackets [ ] as an option in the Product Conditions will be specified by the Issuer until shortly prior to the start of the offer and will be added in the Final Terms. If, in the event of an offer of Securities during a subscription period, details of the relevant Securities are not specified until the subscription period has expired, those details will be published in the manner prescribed in the Final Terms.

The Product Conditions in the form in which they are published in the Final Terms must be read in conjunction with the General Conditions and together constitute the terms and conditions (the "Terms and Conditions"). The General Conditions will not be repeated in the Final Terms.

References in the Base Prospectus or in the Final Terms to the term "Securities" are intended to include all securities and every form in which securities and intermediated securities are issued under the Base Prospectus and the Final Terms.

8.1. General Conditions

§ 1 Security Right, Status, Guarantee

(1) Vontobel Financial Products GmbH, Frankfurt am Main, (the "Issuer") shall issue Securities from time to time. The Issue Date, Offer Size and Product Features of the Securities shall be specified in each case in the Product Conditions. The "General Conditions" and the "Product Conditions", as published in the "Final Terms", together constitute the terms and conditions (the "Terms and Conditions").

(2) Each Security identified by its respective securities identification numbers (in each case a "Security") shall create a right on the part of the Security Holder (as defined in section 8 (4) below) to require the Issuer to redeem the Security in accordance with section 3 of these General Conditions in conjunction with the Product Conditions (the "Security Right").

(3) The Securities shall not bear interest and shall not entitle the Security Holder to dividend payments or other distributions. Termination of the Securities by the Security Holder shall not be possible.

(4) The obligations arising from the Securities constitute direct and – subject to the following sentence – unsecured obligations of the Issuer that rank pari passu in relation to one another and in relation to all other unsecured and unsubordinated obligations of the Issuer, with the exception of obligations of the Issuer, which have priority due to mandatory statutory requirements.

If the Product Conditions provide for triparty collateral management (TCM) for the Securities, the obligations arising from the Securities constitute – notwithstanding the preceding sentence – direct obligations of the Issuer that are secured by assets of the Collateral Provider in accordance with section 14.

If the Product Conditions stipulate Guarantor – Bank Vontobel Europe AG, Munich (the German Guarantor), the following paragraph (5) shall apply:

(5) The performance of the Issuer's obligations under these Terms and Conditions is guaranteed by Bank Vontobel Europe AG, Munich, Germany (the "German Guarantor"). The obligations of the German Guarantor under the guarantee (the "German Guarantee") constitute direct, unsubordinated and unsecured obligations of the German Guarantor ranking, in the event of dissolutions, liquidation or insolvency of the German Guarantor or any proceeding to avoid insolvency of the German Guarantor, pari passu with all other present and future unsubordinated and unsecured obligations of the German Guarantor, save for such obligations which may be preferred by applicable law. Upon first written demand by the Security Holders and their written confirmation that an amount under the Securities has not been paid when due by the Issuer, the German Guarantor shall pay to them all amounts required to fulfil the intent and purpose of the German Guarantee. Payments under the German Guarantee are subject to (without limitation) the Terms and Conditions of the...
Securities. The form and content of the German Guarantee as well as all rights and duties arising therefrom are governed exclusively by the laws of Germany. Non-exclusive court of venue for all litigation with the German Guarantor and arising from the legal relations established under the German Guarantee is Munich.

If the Product Conditions stipulate Guarantor – Vontobel Holding AG, Zurich (the "Swiss Guarantor), the following paragraph (6) shall apply:

(6) The performance of the Issuer’s obligations under these Terms and Conditions is guaranteed by Vontobel Holding AG, Zurich, Switzerland (the "Swiss Guarantor"). The obligations of the Swiss Guarantor under the guarantee (the "Swiss Guarantee") constitute direct, unconditional and unsecured obligations of the Swiss Guarantor that rank pari passu in relation to one another. Upon the first request of the Security Holders and written confirmation by them that an amount relating to the Securities has not been paid by the Issuer at the proper time, the Swiss Guarantor shall pay to the Security Holders without undue delay all amounts payable in accordance with the Terms and Conditions. All rights and obligations arising from the Swiss Guarantee shall be subject in all respects to Swiss law. The courts of the Canton of Zurich shall have exclusive jurisdiction over all actions and legal disputes relating to the Swiss Guarantee. The place of jurisdiction shall be Zurich 1. Notwithstanding the foregoing, appeals may be lodged with the Swiss Federal Supreme Court (Schweizerisches Bundesgericht) in Lausanne, whose decision shall be final.

(7) If the Product Conditions provide for triparty collateral management (TCM) pursuant to section 14, the Security Holders shall be bound in dealings with the collateral manager and SIX SIS AG by the provisions of the Framework Agreement, specifically the choice of Swiss law and the exclusive jurisdiction of the courts of the Canton of Zurich (Switzerland).

§ 2 Definitionen

For the purposes of these Terms and Conditions, the following definitions shall apply, subject to more specific provisions in the Product Conditions:

**Basket Constituent(s)** may mean any of the financial instruments named in connection with a basket as the Underlying. All of the Basket Constituents together comprise the "Basket Composition".

**Bonus Amount** shall have – if applicable – the meaning specified in the Product Conditions.

**Bonus Threshold** shall have – if applicable – the meaning specified in the Product Conditions.

**Business Day** means a day (other than a Saturday or Sunday),

a) on which the relevant Central Securities Depository and/or Clearing System is open for business transactions; and

(b) on which either (i) – for payments to be made in Euro – the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System is operating or (ii) – for payments to be made in any other currency than Euro – commercial banks and foreign exchange markets in the principal financial centre in the country of the currency process payments and are open for business transactions (including trading in foreign exchange and foreign currency deposits).

**Conversion Rate** means, in the event that it is necessary to convert the Cash Amount from the Currency of the Underlying into the Settlement Currency of the Security and – where the Underlying is a basket – in the event that it is necessary to convert the Reference Price of a Basket Constituent into the Currency of the Underlying, the conversion rate specified in the Product Conditions.

**Currency of the Underlying** means the currency specified in the Product Conditions in which the Underlying is traded or in which its rate or price is determined.

**Derivatives Exchange** means any derivatives exchange or any trading system which has been specified in the Product Conditions for the Underlying or a Basket Constituent for the purpose of determining Market Disruption Events pursuant to section 7 or the making of adjustments pursuant to section 6 or the determination of the (respective) Reference Price, as well as their legal successors and any substitute exchange or any substitute trading system to which trading in futures or options contracts linked to the Underlying or a Basket Constituent has been transferred.
If no derivatives exchange has been specified in the Product Conditions, the Derivatives Exchange for the purposes of the Terms and Conditions shall be the derivatives exchange with the greatest trading volume in options and futures contracts linked to the Underlying or a Basket Constituent.

**Exchange Day** shall have the meaning specified in the Product Conditions.

**Exercise Date(s)** means, in the event that an exercise right pursuant to section 4 exists, the dates specified in the Product Conditions on which the Security Holder may redeem the Securities and therefore require payment of the Cash Amount.

The Issuer shall specify the "First Exercise Date" and the "Exercise Record Date" (if applicable) in the Product Conditions.

The Issuer shall also specify the "Exercise Agent" in the Product Conditions.

**Expiry Date (Data di Scadenza)** Means the Expiry Date set out in the Product Conditions.

**Initial Price of the Underlying** means the value, price or rate of the Underlying on the Issue Date of the Security specified in the Product Conditions.

**Issue Date** means the date specified in the Product Conditions on which the Securities are issued or – in the event of early termination or an extension of the subscription period – the date announced by the Issuer in accordance with section 12 of the General Conditions.

**Offer Size** describes the issue volume and means the total offer size of the issue specified in the Product Conditions.

**Maturity Date** means the Business Day specified in the Product Conditions on which the Issuer pays the Cash Amount via the central securities depositary for onward transfer to the Security Holders.

**Minimum Exercise Number** means the minimum number of Securities specified in the Product Conditions that must be exercised in order for exercise to be effective in accordance with section 4.

**Observation Date** shall have – if the possibility of a bonus payment pursuant to section 5 is provided for – the meaning specified in the Product Conditions.

**Product Features** means the Product Features set out in the Product Conditions.

**Ratio** means – if applicable – the relationship between the Security and the Underlying specified in the Product Conditions.

If it is specified as a fraction, it expresses the number of Securities required to represent a particular number of Underlyings, i.e.:

number of Securities : number of Underlyings

If it is specified as a decimal number, it expresses the number of units of the Underlying to which a Security is linked, i.e.:

number of Underlyings for 1 Security.

**Reference Agent** shall have the meaning specified in the Product Conditions.

**Reference Price** means the relevant value, price or rate of the Underlying or the Basket Constituent specified in the Product Conditions.

**Settlement Currency** means the currency specified in the Product Conditions in which the Security is issued.

**Strike** shall have – if applicable – the meaning specified in the Product Conditions.

**Term** means the term of the Securities specified in the Product Conditions. The Term always starts on the Issue Date.

**Termination Date(s)** means – if an Ordinary Right of Termination of the Issuer pursuant to section 5 is applicable – the dates on which the Issuer can terminate the Securities ordinarily and so arrange for the payment of the Ordinary Termination Amount.

The Issuer shall specify in the Product Conditions either fixed Termination Dates or the "First Termination Date" together with the rules for determining the subsequent Termination Dates and stipulate the "Termination Record Date".
Underlying(s) means the (respective) Underlying(s) specified in the Product Conditions. The Underlying may be either an individual financial instrument (i.e., shares, securities representing shares (ADRs or GDRs), other dividend-bearing securities, indices, bonds, commodities, futures or interest rate futures, exchange rates, interest rates or investment units as well as virtual currencies) or a basket consisting of two or more of these financial instruments, the "Basket Constituents".

Valuation Date means the relevant date for the determination of the Reference Price in accordance with the Product Conditions, subject to any postponement pursuant to section 7.

§ 3 Redemption, Maturity

Subject to extraordinary termination by the Issuer pursuant to section 6 (3) and in accordance with the other provisions of the Terms and Conditions each Security shall create a claim on the part of the Security Holder against the Issuer for the redemption of the Securities by payment of a monetary amount (the "Cash Amount") on the Maturity Date and, if the Registry Type is stipulated to be Italian Uncertificates Certificates and the Securities have a finite term, shall automatically expire on the Expiry Date (Data di Scadenza).

The Security Holder's claim shall be determined, calculated, become due and be satisfied in accordance with the Terms and Conditions, i.e., these General Conditions in conjunction with the Product Conditions.

(1) Tracker Certificates

(a) Subject to sections 6 and 7 and – if applicable in accordance with the Product Conditions – subject to sections 14 and 15, the Securities shall be redeemed automatically on the Maturity Date and redemption shall be effected by payment of the Cash Amount, calculated on the Valuation Date in accordance with the Product Conditions, provided that the Cash Amount is positive.

(b) If the Cash Amount on the Valuation Date is not positive, the Security Right shall expire worthless.

(c) If applicable in accordance with the Product Conditions, the Securities may either entitle the holder to bonus payments pursuant to section 13 (1) or shall bear interest pursuant to section 13 (2) to (5), as specified in each case in conjunction with the Product Conditions. They shall not carry any further entitlement to dividend payments or other distributions.

(d) For this security type, the Product Conditions set out under chapter 8.2.1 shall apply.

(2) Open-End Tracker Certificates

(a) Subject to sections 5, 6 and 7 and – if applicable in accordance with the Product Conditions – subject to sections 14 and 15, and subject to the effective exercise of the Security Right by the Security Holder in accordance with section 4 in conjunction with the Product Conditions, the Securities shall be redeemed on the Maturity Date by payment of the Cash Amount, calculated on the Valuation Date in accordance with the Product Conditions, provided that the Cash Amount is positive.

(b) If the Cash Amount is not positive, the Security Right shall expire worthless.

(c) If applicable in accordance with the Product Conditions, the Securities may either entitle the holder to bonus payments pursuant to section 13 (1) or shall bear interest pursuant to section 13 (2) to (5), as specified in each case in conjunction with the Product Conditions. They shall not carry any further entitlement to dividend payments or other distributions.

(d) For this security type, the Product Conditions set out under chapter 8.2.2 shall apply.

(3) Tracker Certificates linked to baskets

(a) Subject to sections 6 and 7 and – if applicable in accordance with the Product Conditions – subject to sections 14 and 15, the Securities shall be redeemed automatically on the Maturity Date and redemption shall be effected by payment of the Cash Amount, calculated on the Valuation Date in accordance with the Product Conditions, provided that the Cash Amount is positive.

(b) If the Cash Amount on the Valuation Date is not positive, the Security Right shall expire worthless.

(c) The Securities shall not bear interest or bonus payments (i.e., section 13 is not applicable) and shall not entitle the holder to dividend payments or other distributions.
(d) For this security type, the Product Conditions set out under chapter 8.2.3 shall apply.

(4) **Open-End Tracker Certificates linked to baskets**

(a) Subject to sections 5, 6 and 7 and – if applicable in accordance with the Product Conditions – subject to sections 14 and 15, and subject to the effective exercise of the Security Right by the Security Holder in accordance with section 4 in conjunction with the Product Conditions, the Securities shall be redeemed on the Maturity Date by payment of the Cash Amount, calculated on the Valuation Date in accordance with the Product Conditions, provided that the Cash Amount is positive.

(b) If the Cash Amount is not positive, the Security Right shall expire worthless.

(c) The Securities shall not bear interest or bonus payments (i.e. section 13 is not applicable) and shall not entitle the holder to dividend payments or other distributions.

(d) For this security type, the Product Conditions set out under chapter 8.2.4 shall apply.

§ 4 Exercise Right of the Security Holder

If the Product Conditions include an **Exercise Right of the Security Holder** in accordance with the provisions of this section 4, the following shall apply:

1. The Security Holder can exercise the Security Right on each Exercise Date.

   The effective exercise of the Security Right in accordance with the following provisions shall give the Security Holder the right specified in section 3 in conjunction with the Product Conditions to the payment of the Cash Amount by the Issuer. Where applicable, an Interest Amount or Bonus Amount in accordance with section 13 shall also be paid.

   The exercise of the Issuer’s Ordinary Right of Termination in accordance with section 5 (if provided for in the Product Conditions) shall not prevent the Security Holder from exercising the Security Right on an Exercise Date up until the Ordinary Termination Date (exclusive). An exercise notice received after this date shall be invalid.

2. In order to validly exercise the Security Right with respect to an Exercise Date the Security Holder is obliged to

   (a) deliver a duly completed and filled in Exercise Notice via the account holding bank to the Exercise Agent in the form available at the Exercise Agent or by providing all information and statements as provided for in paragraph (4) below; and

   (b) deliver the Securities via the account holding bank to the account of the Exercise Agent with the Central Securities Depository.

   The Exercise Notice has to be received by the Exercise Agent until the Exercise Cut-Off Date for the relevant Exercise Date by the Exercise Time. The Securities have to be delivered to the account of the Exercise Agent with the Central Securities Depository until the Exercise Date.

   The Exercise Agent may further agree with the Issuer other circumstances in which an Exercise Notice is to be deemed as valid.

3. Security Rights can only be exercised for the Minimum Exercise Number of Securities or for an integral multiple thereof. Any exercise of less than the Minimum Exercise Number of Securities shall be void. Any exercise of more than the Minimum Exercise Number of Securities that is not an integral multiple thereof, shall be deemed to be an exercise of the next smaller number of Securities which is the minimum number or an integral multiple thereof. Securities exceeding the Minimum Exercise Number or an integral multiple thereof shall be re-transferred for the cost and the risk of the Security Holder to the account holding bank.

4. The **Exercise Notice** shall be a notice submitted by the Security Holder giving the following information:

   (a) name and address of the Security Holder,

   (b) notice by the Security Holder of his irrevocable intention hereby to exercise his Security Right,

   (c) exact description of the Securities (including the ISIN), the series and the number of Securities for which the Security Right is being exercised,

   (d) representation that (i) the Security is not being exercised within the United States, (ii) the Exercise Notice or the Delivery Notice, as applicable, is not being delivered within the United States, (iii) the holder is not a U.S. person (as defined in Regulation S under the United States Securities Act of 1933, as amended), (iv) the Security is not being exercised, or the Delivery Notice is not being delivered, on behalf of a U.S. person and (v) no cash, no securities or other property have been or will be transferred in the United States or to, or the account of benefit of, a U.S. person in connection with any exercise or redemption thereof, and
(e) settlement instructions for the account holding bank.

(5) The Exercise Notice shall be binding and irrevocable once it has been received by the Exercise Agent.

If the requirements laid out in paragraphs (2) to (4) above are met on the relevant Exercise Cut-Off Date by the Exercise Time, the Exercise Notice shall take effect on the respective Exercise Date. If an Exercise Notice is received late or if the Securities to which an Exercise Notice relate are not delivered to the Exercise Agent at the proper time or not delivered at all, such Exercise Notice shall become effective on the next following Exercise Date for which the requirements laid out in paragraphs (2) to (4) are met.

If the number of Securities specified in the Exercise Notice differs from the number of Securities transferred within the period specified, then the Exercise Notice shall be deemed to have been submitted only in respect of the number of Securities corresponding to the lesser of the two figures.

In both cases, surplus Securities shall be retransferred to the account holding bank at the cost and risk of the Security Holder.

If the Underlying is a share, a security representing shares or another dividend-bearing security, the Exercise Date shall be postponed to the next Exchange Day if it falls on a day on which the company of the Underlying resolves a dividend payment.

(6) Once a valid Exercise Notice has been submitted, no further transfer of the Securities shall be permitted.

(7) Upon payment of the Cash Amount and – where applicable and if any – an Interest Amount or Bonus Amount, all rights of the Security Holder deriving from the Securities exercised shall expire.

§ 5 Ordinary Termination of the Securities by the Issuer

If the Product Conditions include an Ordinary Right of Termination of the Issuer in accordance with the provisions of this section 5, the following shall apply:

(1) The Issuer shall have the right to terminate all of the Securities ordinarily on the Termination Dates specified in the Product Conditions ("Ordinary Termination").

(2) Ordinary Termination shall be effected by giving notice pursuant to section 12. The Issuer shall give notice of Ordinary Termination at the latest on the Termination Record Date. The notice must specify the Termination Date on which termination becomes effective (the "Ordinary Termination Date") and shall be irrevocable.

(3) In the event of an Ordinary Termination, the Term of the Securities shall end on the Ordinary Termination Date. The Issuer will pay the ordinary termination amount (the "Ordinary Termination Amount") to the Security Holders. The calculation and payment of the Ordinary Termination Amount for each Security shall follow the same procedure as the calculation and payment of the Cash Amount upon exercise in accordance with section 4 in conjunction with the Product Conditions; the Ordinary Termination Date shall replace the Exercise Date in all respects. The rights arising from the Securities shall expire upon payment of the Ordinary Termination Amount.

(4) The right of the Security Holders to exercise the Securities on an Exercise Date prior to the Ordinary Termination Date shall remain unaffected. An exercise notice received after that time shall be invalid.

§ 6 Adjustments, Extraordinary Termination of the Securities by the Issuer

Where the Underlying consists of shares, securities representing shares (ADRs or GDRs) or other dividend-bearing securities, the following shall apply:

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"):

   (a) capital increase by way of the issue of new shares or other dividend-bearing securities against contributions in cash or in kind with the grant of a subscription right, capital increase from retained earnings, issue of securities with option or conversion rights into shares, distribution of special dividends, capital reduction, share split, subdivision, consolidation or reclassification of the shares,

   (b) spin-off of a division of the company in such a manner that a new independent company is created or the division is absorbed by a third company,

   (c) probable or definitive cessation of stock exchange trading in the shares as a result of a bankruptcy, a merger by absorption or new company formation or takeover of the company of the Underlying by another company,

   (d) or another comparable event that, after determination by the Issuer, results in a dilution or concentration of the theoretical value of the relevant share,
the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date.

If a Derivatives Exchange is specified in the Product Conditions, the Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the relevant Derivatives Exchange makes corresponding adjustments for futures or options contracts on the Underlying (share) traded on it, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Derivatives Exchange, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

The list presented above is not final. The decisive factor is whether the Derivatives Exchange considers it necessary to adjust the contract size, a contract underlying or the quotation of the relevant Reference Agent for the determination of the price of the shares, or would consider it necessary if futures or options contracts on the Underlying were traded there. If neither futures nor options contracts linked to the shares of the company are traded on the Derivatives Exchange, the adjustment shall be made in the manner in which the Derivatives Exchange would do so if corresponding futures or options contracts were traded there. If doubts arise in this event relating to the application of the adjustment rules of the Derivatives Exchange, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB). In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event.

The Issuer shall be entitled where appropriate to depart from the adjustments made by the Derivatives Exchange if it considers such a course of action to be necessary in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) in order to reflect differences between these Securities and the futures and options contracts traded on the Derivatives Exchange. This applies in particular to measures pursuant to paragraph (1) (b) and (c). Irrespective of whether, which and when adjustments are made on the Derivatives Exchange, the Issuer may make adjustments with the aim of ensuring that Security Holders remain as far as possible in the same economic position they were in prior to the measures pursuant to paragraph (1) (b) and (c).

"Effective Date" within the meaning of these Terms and Conditions means the first Exchange Day on which trading in the corresponding futures or options contracts takes place after taking account of the adjustment. If no corresponding futures or options contracts are traded on a derivatives exchange, the Issuer will also, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), determine the Effective Date on which the adjusted Product Features shall apply for the first time, taking into account the timing of the change, adjustment or other measure.

Such adjustments may relate, in particular, to the Product Features as well as to the replacement of the share which forms an Underlying for the Security by a basket of shares or, in the case of a merger, by shares of the absorbing or newly formed company in an adjusted amount and, where appropriate, the designation of a different reference agent as the new Reference Agent.

If, in the event that a basket forms the Underlying, a share representing a Basket Constituent is itself replaced by a basket of shares as a result of the adjustment by the Derivatives Exchange, the Issuer may specify only one share as the (new) Basket Constituent and sell the remaining shares from the basket resulting from the adjustment by the Derivatives Exchange on the first exchange trading day following the Effective Date at a time to be determined in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer and - in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer – either (i) reinvest the proceeds immediately afterwards in one, several or all of the remaining Basket Constituents or (ii) form a cash component as Basket Constituent. The Issuer may also base the selection of this (new) share in particular on the market capitalisation of the shares under consideration on the Effective Date. If one or more of the shares to be sold are not traded on a stock exchange until a later date, the Effective Date shall be postponed to the date on which all of the shares to be sold are tradeable on a stock exchange.

If the Underlying consists of a basket and, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, an appropriate replacement of the Basket Constituent (share) in question is not possible for any reason whatsoever, the Issuer may proceed in accordance with paragraph (3) and terminate all of the Securities extraordinarily or replace the Basket Constituent in question with a cash component. The cash component shall not bear interest. The Issuer shall decide in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) whether to proceed in accordance with this paragraph or in accordance with paragraph (3).

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:
(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Derivatives Exchange, an appropriate adjustment is not possible for any reason whatsoever (or if the Derivatives Exchange terminates the corresponding futures or options contracts on the Underlying early, or would do so if corresponding futures or options contracts were traded there), the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice in accordance with section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of an extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days after the Termination Date an amount in respect of each Security (the "Termination Amount"), which shall represent an appropriate market price for a Security immediately prior to the Termination Date as determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), taking into account the remaining time value. For the purpose of determining the Termination Amount for Securities with a finite Term in the event of termination following a merger event in the form of a takeover bid for which the consideration consists wholly or mainly of cash, the Calculation Agent may, in addition to the factors mentioned above, take into account the price of the relevant share immediately after the takeover bid is announced as well as other market parameters prevailing directly prior to the announcement of the takeover bid, and in particular may take into consideration all the rules that a derivatives exchange applies or would normally apply for the purpose of determining the theoretical fair value of the shares, such as expected dividends and implied volatilities.

In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Derivatives Exchange, an appropriate adjustment is not possible for any reason whatsoever (or if the Derivatives Exchange terminates the corresponding futures or options contracts on the Underlying early, or would do so if corresponding futures or options contracts were traded there), the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice in accordance with section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), taking into account the remaining time value. For the purpose of determining the Termination Amount for Securities with a finite Term in the event of termination following a merger event in the form of a takeover bid for which the consideration consists wholly or mainly of cash, the Calculation Agent may, in addition to the factors mentioned above, take into account the price of the relevant share immediately after the takeover bid is announced as well as other market parameters prevailing directly prior to the announcement of the takeover bid, and in particular may take into consideration all the rules that a derivatives exchange applies or would normally apply for the purpose of determining the theoretical fair value of the shares, such as expected dividends and implied volatilities.

In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent and/or the Derivatives Exchange shall apply in addition to the provisions set out above.

(6) If the Underlying consists of securities representing shares, the provisions of paragraphs (1) to (5) shall apply analogously to the shares underlying the securities representing shares.

The events described below shall also qualify in each case as possible Adjustment Events:

(a) modification of the conditions of the securities representing shares by their issuers;

(b) cessation of the stock exchange quotation of the securities representing shares or of the shares underlying them;
(c) insolvency of the issuer or of the custodian bank of the securities representing shares;
(d) end of the term of the securities representing shares as a result of termination by the issuer of the securities representing shares;
(e) or for any other reason that has comparable economic effects.

The Issuer may adjust the Security Right, subject to termination pursuant to paragraph (3), in the manner in which corresponding adjustments are made on the Derivatives Exchange for futures or options contracts on the securities representing shares traded there, provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date. The same applies in the event that the issuer of the securities representing shares makes adjustments to the securities representing shares on the occurrence of one of the Adjustment Events described above, even if corresponding adjustments are not made on the Derivatives Exchange or would not be made if futures or options contracts on the securities representing shares were traded there. In other respects, the rules contained in this paragraph shall apply analogously.

(7) If the Underlying consists of other dividend-bearing securities (e.g. profit participation rights, participation certificates), the provisions of paragraphs (1) to (5) shall apply analogously to the other dividend-bearing securities and the issuing company.

If the Underlying consists of indices, the following shall apply:

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"):

(a) change, adjustment or other measure affecting the relevant underlying principles and regulations (including the termination by any index sponsor of its function in relation to the Underlying, if an index sponsor is specified in the Product Conditions) (index concept) and the calculation of the Underlying, resulting, in the opinion of the Issuer, in the relevant index concept or the relevant calculation of the Underlying no longer being comparable to those applying on the Issue Date. These factors are no longer comparable if, in particular, a change, adjustment or other measure results in a material change in the Underlying despite the fact that the prices of the individual securities included in the Underlying and their weightings remain the same.

(b) cancellation of the Underlying and/or its replacement by a different index concept,

(c) or for any other reason that has comparable economic effects,

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) and taking into account the most recent price determined for the Underlying, provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date, and for this purpose will determine Product Features to be adjusted the economic effect of which will correspond as closely as possible to the previous provisions.

If a Derivatives Exchange is specified in the Product Conditions, the Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the relevant Derivatives Exchange makes corresponding adjustments for futures or options contracts on the Underlying (index) traded on it, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Derivatives Exchange, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB). The Issuer shall be entitled where appropriate to depart from the adjustments made by the Derivatives Exchange if it considers such a course of action to be necessary in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) in order to reflect differences between these Securities and the futures or options contracts traded on the Derivatives Exchange.

"Effective Date" within the meaning of these Terms and Conditions means the first Exchange Day on which trading in the corresponding futures or options contracts takes place after taking account of the adjustment. If no corresponding futures or options contracts are traded on a derivatives exchange, the Issuer will also, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), determine the Effective Date on which the adjusted Product Features shall apply for the first time, taking into account the timing of the change, adjustment or other measure.

If the index is cancelled or replaced by a different index concept, or if it is not possible to continue the licensing agreement between the Reference Agent and the Issuer or the Calculation Agent, the Issuer shall determine, making corresponding adjustments to the Product Features where appropriate, whether the calculation of the Security Right shall be based in future on another index concept and on which other index concept.
If the index is no longer calculated and determined and/or published by the Reference Agent but by another person, company or institution that the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) considers to be suitable (the "Substitute Reference Agent"), then the Cash Amount shall be calculated where applicable on the basis of the index calculated and published by the Substitute Reference Agent. All references to the Reference Agent contained in these Terms and Conditions shall be deemed to refer analogously to the Substitute Reference Agent.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, an appropriate adjustment or the specification of another relevant index concept is not possible for any reason whatsoever (or if the Derivatives Exchange terminates the corresponding futures or options contracts on the Underlying early, or would do so if corresponding futures or options contracts were traded there), the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice in accordance with section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, an appropriate adjustment or the specification of another relevant index concept is not possible for any reason whatsoever (or if the Derivatives Exchange terminates the corresponding futures or options contracts on the Underlying early, or would do so if corresponding futures or options contracts were traded there), the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice in accordance with section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as "Hedging Disruption Events"). The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent and/or the Derivatives Exchange shall apply in addition to the provisions set out above.

If the Underlying consists of bonds, the following shall apply:

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"): 

   (a) termination or repurchase or (early) redemption of the Underlying by its issuer,
   (b) probable or definitive cessation of stock exchange trading in the Underlying or replacement of the issuer of the Underlying,
   (c) insolvency of the issuer of the Underlying,
   (d) limitation of the tradability of the Underlying.
(e) negative change in the rating of the Underlying or its issuer,
(f) imposition of taxes on income from the Underlying,
(g) or for any other reason that has comparable economic effects to those in (a) to (f) above,
the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date.

If a Derivatives Exchange is specified in the Product Conditions, the Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the issuer of the Underlying makes corresponding adjustments to the Underlying or the relevant Derivatives Exchange makes corresponding adjustments for futures or options contracts on the Underlying (bond) traded on it, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Derivatives Exchange, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB). The Issuer shall be entitled where appropriate to depart from the adjustments made by the Derivatives Exchange if it considers such a course of action to be necessary in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) in order to reflect differences between these Securities and the futures or options contracts traded on the Derivatives Exchange.

"Effective Date" within the meaning of these Terms and Conditions means the first Exchange Day on which trading in the corresponding futures or options contracts takes place after taking account of the adjustment. If no corresponding futures or options contracts are traded on a derivatives exchange, the Issuer will also, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), determine the Effective Date on which the adjusted Product Features shall apply for the first time, taking into account the timing of the change, adjustment or other measure.

Adjustments of this nature may relate in particular to the Product Features as well as, for example, to the replacement of an Underlying (bond) by another Underlying (bond) or basket of bonds and, where applicable, the designation of another reference agent as the new Reference Agent. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event.

If, in the event that a basket forms the Underlying, a bond representing a Basket Constituent is itself replaced by a basket of bonds as a result of the adjustment by the Derivatives Exchange, the Issuer may specify only one bond as the (new) Basket Constituent and sell the remaining bonds from the basket resulting from the adjustment by the Derivatives Exchange on the first exchange trading day following the Effective Date at a time to be determined in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer and reinvest the proceeds immediately afterwards in the remaining Basket Constituents. The Issuer may also base the selection of this (new) bond in particular on the market capitalisation of the bonds under consideration on the Effective Date. If one or more of the bonds to be sold are not traded on a stock exchange until a later date, the Effective Date shall be postponed to the date on which all of the bonds to be sold are tradeable on a stock exchange.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Derivatives Exchange, an appropriate adjustment is not possible for any reason whatsoever (or if the Derivatives Exchange terminates the corresponding futures or options contracts on the Underlying early, or would do so if corresponding futures or options contracts were traded there), the Issuer shall be entitled, but not obliged, to terminate the Securities subject to German law, sections 315, 317 BGB)) of the Issuer and reinvest the proceeds immediately afterwards in the remaining Basket Constituents. The Issuer may also base the selection of this (new) bond in particular on the market capitalisation of the bonds under consideration on the Effective Date. If one or more of the bonds to be sold are not traded on a stock exchange until a later date, the Effective Date shall be postponed to the date on which all of the bonds to be sold are tradeable on a stock exchange.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.
(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Derivatives Exchange, an appropriate adjustment is not possible for any reason whatsoever (or if the Derivatives Exchange terminates the corresponding futures or options contracts on the Underlying early, or would do so if corresponding futures or options contracts were traded there), the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice in accordance with section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as “Hedging Disruption Events”). The termination shall become effective at the time notice is given in accordance with section 12 (“Extraordinary Termination Date”). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the “Termination Amount”) determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent and/or the Derivatives Exchange shall apply in addition to the provisions set out above.

**If the Underlying consists of commodities, the following shall apply:**

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the “Adjustment Event”):

(a) the Underlying is traded by the Reference Agent responsible for the determination of the Reference Price of the Underlying in a different quality, a different composition (e.g. with a different degree of purity or different place of origin) or a different standard unit of measurement,

(b) in the event of the introduction, cancellation or modification of a tax levied on the Underlying, if this affects the price of the Underlying and if such introduction, cancellation or modification takes place after the Issue Date, or

(c) other changes relating to the Underlying,

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date.

The Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the relevant Reference Agent makes corresponding adjustments to the Underlying itself or the Derivatives Exchange makes adjustments for futures or options contracts on the Underlying traded on it, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Reference Agent or the Derivatives Exchange, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

“Effective Date” within the meaning of these Terms and Conditions means the first trading day on the Derivatives Exchange on which trading in the corresponding futures or options contracts takes place after taking account of the adjustment. If no corresponding futures or options contracts are traded on a derivatives exchange, the Issuer will also, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), determine the Effective Date on which the adjusted Product Features shall apply for the first time, taking into account the timing of the change, adjustment or other measure.

Adjustments of this nature may relate in particular to the Product Features. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event.

If the Reference Price for an Underlying is no longer calculated and published by the Reference Agent but by another person, company or institution that the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) considers to be suitable (the “Substitute Reference Agent”), then the Security Right shall be calculated
on the basis of the price for the Underlying calculated and published by the Substitute Reference Agent. Furthermore, all references to the Reference Agent contained in these Terms and Conditions shall then be understood as references to the Substitute Reference Agent as far as the context allows.

If the Product Conditions include **Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events)**, the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include **Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events)**, the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as "Hedging Disruption Events"). The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent and/or the Derivatives Exchange shall apply in addition to the provisions set out above.

If the Underlying consists of **futures or interest rate futures**, the following shall apply:

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"):

(a) adjustment of the Underlying on the Reference Agent,

(b) cessation of trading in or early settlement of the Underlying on the Reference Agent,

(c) material change to the concept of the Underlying or to the contract specifications on which the Underlying is based,

(d) introduction, cancellation or modification of a tax levied on the reference instrument on which the Underlying is based, if this affects the price of the Underlying and if such introduction, cancellation or modification takes place after the Issue Date, or

(e) other changes relating to the Underlying,

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).
provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date.

The Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the Reference Agent makes corresponding adjustments to the Underlying itself, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Reference Agent, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

"Effective Date" within the meaning of these Terms and Conditions means the first trading day on which trading in the corresponding futures contracts takes place on the Reference Agent after taking account of the adjustment.

Adjustments of this nature may relate in particular to the Product Features as well as to the replacement of the Underlying. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event and that the continuity of the performance of the reference indicators underlying the Securities is maintained.

If the Reference Price for the respective Underlying is no longer calculated and published on the Reference Agent but by another exchange that the Issuer considers to be suitable (the "Substitute Reference Agent"), then the Cash Amount shall be calculated on the basis of the price for the Underlying calculated and published by the Substitute Reference Agent. Furthermore, all references to the Reference Agent contained in these Terms and Conditions shall then be understood as references to the Substitute Reference Agent as far as the context allows.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as "Hedging Disruption Events"). The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent shall apply in addition to the provisions set out above.
If the Underlying consists of exchange rates, the following shall apply:

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the “Adjustment Event”):

   (a) material changes in the method of calculating the Underlying,

   (b) other changes relating to the Underlying,

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to or prior to a Valuation Date or falls on that date.

The Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the Reference Agent makes corresponding adjustments to the Underlying itself, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Reference Agent, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

“Effective Date” within the meaning of the Terms and Conditions means the date on which the relevant adjustment is made by the Reference Agent.

Adjustments of this nature may relate in particular to the Product Features. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event.

If the Reference Price for the respective Underlying is no longer calculated and published by the Reference Agent but by another person, company or institution that the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) considers to be suitable (the “Substitute Reference Agent”), then the Security Right shall be calculated on the basis of the price for the Underlying calculated and published by the Substitute Reference Agent. Furthermore, all references to the Reference Agent contained in these Terms and Conditions shall then be understood as references to the Substitute Reference Agent as far as the context allows.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 (“Extraordinary Termination Date”). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the “Termination Amount”) determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as “Hedging Disruption Events”). The termination shall become effective at the time notice is given in accordance with section 12 (“Extraordinary Termination Date”). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the “Termination Amount”) determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate
market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent shall apply in addition to the provisions set out above.

**If the Underlying consists of interest rates, the following shall apply:**

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"):

(a) material changes in the method of calculating the Underlying,

(b) other changes relating to the Underlying,

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date.

The Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the Reference Agent makes corresponding adjustments to the Underlying, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Reference Agent, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

"Effective Date" within the meaning of the Terms and Conditions means the date on which the relevant adjustment is made by the Reference Agent.

Adjustments of this nature may relate in particular to the Product Features. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event.

If the Reference Price for the respective Underlying is no longer calculated and published by the Reference Agent but by another person, company or institution that the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) considers to be suitable (the "Substitute Reference Agent"), then the Security Right shall be calculated on the basis of the price for the Underlying calculated and published by the Substitute Reference Agent. Furthermore, all references to the Reference Agent contained in these Terms and Conditions shall then be understood as references to the Substitute Reference Agent as far as the context allows.

**If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:**

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

**If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:**

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the
Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as "Hedging Disruption Events"). The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agent shall apply in addition to the provisions set out above.

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**If the Underlying consists of investment units, the following shall apply:**

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"):

(a) the merger, transfer, consolidation, liquidation or termination of the fund;
(b) restrictions on the issue or redemption of investment units by the fund;
(c) change in the currency in which the investment units are calculated;
(d) change in the number of investment units in the fund without corresponding cash flows into or out of the fund;
(e) any other event comparable to the preceding (a) to (d) relating to the fund or to the investment units that may either have a similar effect on the value of the fund or the investment units or that is comparable to the events specified under (a) to (d);

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date, and provided that in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer this is necessary and appropriate in order to ensure that the economic position of the Security Holders is the same as it was immediately prior to the Adjustment Event.

The Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the Reference Agent or the fund company makes corresponding adjustments to the Underlying itself, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Reference Agent, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

"Effective Date" within the meaning of the Terms and Conditions means the date on which the relevant adjustment by the Reference Agent or the fund company becomes effective.

An adjustment of this nature may relate in particular to the Product Features. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event.

If the Reference Price for the respective Underlying is no longer calculated and published by the Reference Agent but by another person, company or institution that the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) considers to be suitable (the "Substitute Reference Agent"), then the Security Right shall be calculated on the basis of the price for the Underlying calculated and published by the Substitute Reference Agent. Furthermore, all references to the Reference Agent contained in these Terms and Conditions shall then be understood as references to the Substitute Reference Agent as far as the context allows.

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**If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:**

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, it is not possible for any reason whatsoever to make an appropriate adjustment and/or if the Issuer determines that, as a result
of the adjustment, it or its collateral provider is not able to enter into the hedging transactions necessary to cover its payment obligation arising from the issue of the Securities or is able to do so only under disproportionately more onerous conditions of an economic or practical nature, or if an Extraordinary Fund Event pursuant to paragraph (4) exists, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer, it is not possible for any reason whatsoever to make an appropriate adjustment and/or if the Issuer determines that, as a result of the adjustment, it or its collateral provider is not able to enter into the hedging transactions necessary to cover its payment obligation arising from the issue of the Securities or is able to do so only under disproportionately more onerous conditions of an economic or practical nature, or if an Extraordinary Fund Event pursuant to paragraph (4) exists, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB), if the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as "Hedging Disruption Events"). The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) An "Extraordinary Fund Event" within the meaning of these Terms and Conditions means the occurrence of one of the events listed below:

(a) the investigation of, or regulatory measures with respect to the activities of, the relevant Reference Agent or fund company by the competent regulatory authority relating to the existence of unauthorised actions or the breach of a statutory, regulatory requirement or rule;
(b) the merger, transfer, consolidation, liquidation or termination of the fund company;
(c) revocation of the authorisation or sales authorisation of the fund company or for the fund;
(d) the mandatory redemption of investment units by the fund;
(e) a change in the tax laws applying to the fund or a change in the fund's tax status pursuant to section 5 of the German Investment Tax Act (Investmentsteuergesetz);
(f) an event which is likely to make it impossible to determine the price of the Underlying during the Term of the Securities.

(5) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(6) The rules and regulations of the Reference Agent and/or of the fund company shall apply in addition to the provisions set out above.

If the Underlying consists of virtual currencies, the following shall apply:

(1) If, with respect to an Underlying, one of the events described below is announced in advance or occurs (the "Adjustment Event"):

(a) material changes in the method of calculating the Underlying,
(b) adjustments of the Underlying by a Reference Agent,

(c) cessation of trading in the Underlying by a Reference Agent,

(d) material change in the concept of the Underlying or in the technical specifications on which the Underlying is based (including, but not limited to, a hard or soft fork, or other process that results in a division or split of the Underlying into multiple assets),

(e) introduction, cancellation or modification of a tax, fee, duty or other costs which are levied on the Underlying or in connection with the reference instrument on which the Underlying is based, if this affects the price of the Underlying and if such introduction, cancellation or modification takes place after the Issue Date, or

(f) any other change or reason that has comparable economic effects,

the Issuer may adjust the Security Right in accordance with the following provisions.

(2) If an Adjustment Event pursuant to paragraph (1) exists, the Issuer will adjust the Security Right – subject to termination pursuant to paragraph (3) – in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), provided that the Effective Date for the Adjustment Event is prior to the or prior to a Valuation Date or falls on that date.

The Issuer may, in exercising its discretion for the purpose of making the adjustment, base the timing and terms of the adjustment on the manner in which the Reference Agent makes corresponding adjustments to the Underlying itself, but shall not be obliged to do so. If doubts arise relating to the application of the adjustment rules of the Reference Agent, the Issuer shall decide such questions in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).

"Effective Date" within the meaning of these Terms and Conditions means the first trading day on which trading in the corresponding virtual currency takes place at the Reference Agent after taking account of the adjustment.

Adjustments of this nature may relate in particular to the Product Features as well as to the replacement of the Underlying. In such cases, the Issuer shall endeavour to ensure – as far as legally and practically possible – that the economic position of the Security Holders is the same before and after the Adjustment Event and that the continuity of the performance of the reference indicators underlying the Securities is maintained.

If the Reference Price for the respective Underlying is no longer calculated and published by the Reference Agent but by another Suitable Trading Platform (as defined below) that the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) considers to be suitable (the "Substitute Reference Agent"), then the Cash Amount shall be calculated on the basis of the price for the Underlying calculated and published by the Substitute Reference Agent. Furthermore, all references to a Reference Agent contained in these Terms and Conditions shall then be understood as references to the Substitute Reference Agent as far as the context allows.

"Suitable Trading Platforms" are trading platforms which are not affiliated companies of the Issuer or of the Calculation Agent and which are designated by the Issuer in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB). Suitable Trading Platforms must satisfy the following criteria:

(a) the trading platform must publish on a continuous and regular basis (i) a bid-offer spread for an immediate sale (offer) and an immediate purchase (bid) and (ii) the most recent price paid for the Underlying, in each case in the Currency of the Underlying;

(b) the activities relating to trading and/or the publication of the prices on the trading platform have not been prohibited or declared illegal by an authority that is legally responsible for that trading platform; and

(c) exchanges (payments in or out) of national currencies into virtual currencies, and vice versa, must be executed within a period of two (2) to seven (7) Business Days.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (excluding Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. The termination shall become effective at the time notice is given in accordance with section 12 ("Extraordinary Termination Date"). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the "Termination Amount") determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate
market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

If the Product Conditions include Extraordinary Right of Termination of the Issuer – Applicable (including Hedging Disruption Events), the following paragraph (3) shall apply:

(3) If, in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer or of the Reference Agent, it is not possible for any reason whatsoever to make an appropriate adjustment, the Issuer shall be entitled, but not obliged, to terminate the Securities extraordinarily by giving notice pursuant to section 12 specifying the Termination Amount defined in the following. If so provided in the Product Conditions, the Issuer may also terminate the Securities extraordinarily in its reasonable discretion (for Securities subject to German law, section 315 BGB). If the Issuer and/or one of its affiliates is not in a position, even after making economically reasonable efforts, (i) to conclude, renew, replace, maintain, unwind, acquire or dispose of hedging transactions or (ii) to realise, recover or transfer the proceeds of such hedging transactions (referred to as “Hedging Disruption Events”). The termination shall become effective at the time notice is given in accordance with section 12 (“Extraordinary Termination Date”). In this event, the Term of the Securities shall end on the Extraordinary Termination Date.

In the event of extraordinary termination, the Issuer shall pay to each Security Holder within five Business Days following the Termination Date an amount for each Security (the “Termination Amount”) determined by the Issuer or the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) as the appropriate market price of a Security. In other respects, the rules set out in section 10 shall apply analogously to the payment of the Termination Amount.

(4) Adjustments and determinations and the date on which they come into effect shall be notified by the Issuer pursuant to section 12.

(5) The rules and regulations of the Reference Agents shall apply in addition to the provisions set out above, if available and if applicable in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Issuer.

§ 6a Cash distributions

If, in the case of a basket as the Underlying, the Product Conditions provide for cash distributions in the form of retention of income (reinvestment) or retention of income (cash component) in accordance with the provisions of this section 6a, the following shall apply:

(1) Ordinary dividend payments, interest and other cash distributions of the respective Underlying or Basket Constituent received by the Issuer between the Fixing Date and the Valuation Date shall be treated, net of country-specific taxes, levies and other fees determined in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) by the Calculation Agent (for the purposes of this section 6a, the “Net Amount”), in accordance with the following paragraphs (2) and (3) – unless they have already been taken in to account in the context of section 8 above.

(2) If the Product Conditions provide for retention of income (reinvestment), the Issuer shall reinvest the Net Amount in the relevant Basket Constituent and the number or weighting of that Basket Constituent shall be adjusted in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent in accordance with the Product Conditions.

(3) If the Product Conditions provide for retention of income (cash component), the Issuer shall use the Net Amount to create a cash component or to increase an existing cash component. This cash component shall not bear interest. The cash component shall be created or increased in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent in accordance with the Product Conditions.

(4) The adjustments to the Underlying shall be notified by the Issuer pursuant to section 12.

§ 7 Market Disruption Event

(1) If, at the time of determination of the Reference Price on the Valuation Date or on a Valuation Date or on an Observation Date, or during a period of one hour beforehand, a Market Disruption Event, as defined in paragraph (4), occurs or exists or the Reference Price of the Underlying is not determined, the next following Exchange Day on which the Market Disruption Event has ceased to exist or on which the Reference Price of the Underlying is determined again shall be deemed to be the Valuation Date or Observation Date for the relevant Underlying. The Maturity Date shall be postponed accordingly. The Issuer shall endeavour to give notice without undue delay in accordance with section 12 that a Market Disruption Event has occurred. There shall be no obligation to give notice, however.

(2) If the Valuation Date or a Valuation Date or Observation Date has been postponed for five consecutive Exchange Days, the fifth Exchange Day shall be deemed to be the Valuation Date or Observation Date. In this event, the Issuer in
its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) shall designate as the Reference Price an applicable value of the Underlying that reflects in its judgment the prevailing market conditions on the Valuation Date.

(3) The rules and regulations of the Reference Agent and of the Derivatives Exchange shall apply in addition to the provisions set out above.

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<tr>
<th>If the Underlying consists of shares, securities representing shares (ADRs or GDRs) or other dividend-bearing securities, the following paragraph (4) shall apply:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) &quot;Market Disruption Event&quot; means the temporary suspension or material restriction of trading</td>
</tr>
<tr>
<td>(a) on the Reference Agent generally;</td>
</tr>
<tr>
<td>(b) in the Underlying on the Reference Agent; or</td>
</tr>
<tr>
<td>(c) in futures or options contracts linked to the Underlying on the Derivatives Exchange, if such contracts are traded there.</td>
</tr>
</tbody>
</table>

A reduction in the trading period or number of trading days does not constitute a Market Disruption Event if it is the result of a previously announced change to the normal business hours of the Reference Agent or of the relevant Derivatives Exchange. A restriction on trading imposed by the Reference Agent or by the relevant Derivatives Exchange during a trading day for the purpose of preventing price movements that would exceed particular prescribed limits constitutes a Market Disruption Event if that restriction remains in place until the end of the trading period on the day in question. The cases described in section 6 that give rise to an Adjustment Event do not fall under the foregoing definition.

<table>
<thead>
<tr>
<th>If the Underlying consists of indices, the following paragraph (4) shall apply:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) &quot;Market Disruption Event&quot; means the temporary suspension or material restriction of trading</td>
</tr>
<tr>
<td>(a) in an individual index constituent or several index constituents or in options or other futures contracts linked to individual or several index constituents of the Underlying;</td>
</tr>
<tr>
<td>(b) relating to the Underlying; or</td>
</tr>
<tr>
<td>(c) in options or other futures contracts linked to the Underlying or the index constituents on the Derivatives Exchange.</td>
</tr>
</tbody>
</table>

A reduction in the trading period or number of trading days does not constitute a Market Disruption Event if it is the result of a previously announced change to the normal business hours of the Reference Agent or of the relevant Derivatives Exchange. A restriction on trading imposed by the Reference Agent or by the relevant Derivatives Exchange during a trading day for the purpose of preventing price movements that would exceed particular prescribed limits constitutes a Market Disruption Event if that restriction remains in place until the end of the trading period on the day in question. The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

<table>
<thead>
<tr>
<th>If the Underlying consists of bonds, the following paragraph (4) shall apply:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) &quot;Market Disruption Event&quot; means the temporary suspension or material restriction of trading</td>
</tr>
<tr>
<td>(a) generally on the trading platforms on which the Underlying is traded;</td>
</tr>
<tr>
<td>(b) in the Underlying or in the reference indicator on which the Underlying is based or in the shares of the issuer of the Underlying on the respective relevant exchange;</td>
</tr>
<tr>
<td>(c) in futures or options contracts linked to any reference indicator on which the Underlying is based or to the shares of the issuer of the Underlying on the Derivatives Exchange.</td>
</tr>
</tbody>
</table>

A reduction in the trading period or number of trading days does not constitute a Market Disruption Event if it is the result of a previously announced change to the normal business hours of the Reference Agent or of the relevant Derivatives Exchange. A restriction on trading imposed by the Reference Agent or by the relevant Derivatives Exchange during a trading day for the purpose of preventing price movements that would exceed particular prescribed limits constitutes a Market Disruption Event if that restriction remains in place until the end of the trading period on the day in question. The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

<table>
<thead>
<tr>
<th>If the Underlying consists of commodities, the following paragraph (4) shall apply:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) &quot;Market Disruption Event&quot; means the temporary suspension or material restriction of trading</td>
</tr>
<tr>
<td>(a) in the Underlying on the interbank market for the Underlying; or</td>
</tr>
<tr>
<td>(b) in futures or options contracts linked to the Underlying on the Derivatives Exchange.</td>
</tr>
</tbody>
</table>
A reduction in the trading period or number of trading days does not constitute a Market Disruption Event if it is the result of a previously announced change to the timing of the Reference Agent’s normal fixing practices. A restriction on trading imposed by the Derivatives Exchange for the purpose of preventing price movements that would exceed particular prescribed limits constitutes a Market Disruption Event if that restriction remains in place until the end of the trading period on the day in question. The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

If the Underlying consists of futures or interest rate futures, the following paragraph (4) shall apply:

(4) "Market Disruption Event" means the temporary suspension or material restriction of trading
   (a) on the Reference Agent; or
   (b) relating to the Underlying on the Reference Agent.

A reduction in the trading period or number of trading days does not constitute a Market Disruption Event if it is the result of a previously announced change to the normal business hours of the Reference Agent. A restriction on trading imposed by the Reference Agent during a trading day for the purpose of preventing price movements that would exceed particular prescribed limits constitutes a Market Disruption Event if that restriction remains in place until the end of the trading period on the day in question. The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

If the Underlying consists of exchange rates, the following paragraph (4) shall apply:

(4) A "Market Disruption Event" exists in the event of a suspension or material restriction of foreign exchange trading in at least one of the currencies of the exchange rates of the Underlying, a restriction on the convertibility of the relevant currencies or if it is impossible in economic terms to obtain a rate of exchange.

The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

If the Underlying consists of interest rates, the following paragraph (4) shall apply:

(4) A "Market Disruption Event" exists if, for any reason whatsoever, it is not possible to determine the Underlying.

The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

If the Underlying consists of investment units, the following paragraph (4) shall apply:

(4) A "Market Disruption Event" exists if the value of the Underlying is not determined by the Reference Agent on an Exchange Day.

The cases described in section 6 (1) and (4) do not fall under the foregoing definition.

If the Underlying consists of virtual currencies, the following paragraph (4) shall apply:

(4) "Market Disruption Event" means the temporary suspension or material restriction of trading in at least one of the currencies of the exchange rates of the Underlying, a restriction on the convertibility of the relevant currencies or that it is impossible in economic terms to obtain a rate of exchange.

A reduction in the trading period or number of trading days does not constitute a Market Disruption Event if it is the result of a previously announced change to the normal business hours of the Reference Agent. A restriction on trading imposed by the respective Reference Agent during a trading day for the purpose of preventing price movements that would exceed particular prescribed limits constitutes a Market Disruption Event if that restriction remains in place until the end of the trading period on the day in question. The cases described in section 6 (1) that give rise to an Adjustment Event do not fall under the foregoing definition.

§ 8 Governing Law, Form of Securities, Central Securities Depository, Clearing System, Transferability

If the Product Conditions stipulate Registry Type – German Global Certificates, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany.

(2) The Securities will be evidenced by a global certificate (Sammelurkunde) in accordance with section 9 a of the German Securities Custody Act (Depotgesetz) (the "Global Certificate"). The Global Certificate will be deposited with Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany (the "Central Securities Depository") and will be kept in custody by the Central Securities Depository until all obligations of the Issuer under the Securities have been fulfilled. No definitive securities will be issued. Bearers are entitled to co-ownership interests, economical ownership rights or comparable rights in the Global Certificates, which are transferable in accordance with the rules of the Central Securities Depository and the laws of Germany.
(3) "Clearing System" is each of Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany and SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland.

(4) In the clearing and settlement systems ("Effektengiroverkehr"), the Securities are transferable in a number equal to the Minimum Trading Size or an integer multiple thereof.

(5) "Security Holder" means any holder of a co-ownership interest or right, an economic ownership right or a comparable right in the Global Certificate.

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If the Product Conditions stipulate Registry Type – Danish Uncertificated Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in the following paragraphs (2) to (4) of this section 8. Notwithstanding the foregoing, the Swiss Guarantee shall exclusively be governed by the laws of Switzerland (section 1 (6)).

(2) The Securities will be registered in uncertificated book-entry form and will only be evidenced by book entries in the system of VP SECURITIES A/S, Weidekampsgade 14, P.O. Box 4040, 2300 Copenhagen S, Denmark (the "Central Securities Depository") for registration of securities and settlement of securities transactions (the "Clearing System") in accordance with Consolidated Act No. 1530 of 2 December 2015 on Securities Trading etc. (the "Securities Trading Act"), as amended from time to time, and Executive Orders issued thereunder including Executive Order No. 819 of 26 June 2013 on the registration of dematerialized securities in a central securities depository (Bekendtgørelse om registerings m.v. af fondsaktiver i en værdipapircentral) (the "Registration Order").

(3) Transfers of Securities and other registration measures shall be made in accordance with the Securities Trading Act, the Registration Order and the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository from time to time. The Securities will be issued in uncertificated and dematerialized book-entry form and no global bearer securities or definitive securities will be issued in respect thereof. The Securities issued and cleared through the Central Securities Depository are transferable instruments and not subject to any restrictions on their transferability within Denmark. The Issuer is entitled to receive from the Central Securities Depository, at its request, a transcript of the register for the Securities.

(4) "Security Holder" means any person that is for the time being shown in the book entry system and register maintained by the Central Securities Depository as the holder of such Securities for all purposes in accordance with the Securities Trading Act and the Registration Order. For nominee registered Securities the authorized custodial nominee account holder shall be considered to be the Security Holder.

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If the Product Conditions stipulate Registry Type – Dutch Uncertificated Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in the below paragraphs (2) and (3). Notwithstanding the foregoing, the German Guarantee shall exclusively be governed by the laws of Germany (section 1 (5)).

(2) The Securities will be registered in uncertificated book-entry form with the Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., Herengracht 459-469, 1017 BS Amsterdam, the Netherlands ("Euroclear Nederland" or the "Central Securities Depository").

(3) No Securities in definitive form will be issued. The Securities are subject to the Dutch Securities Giro Act (Wet giraal effectenverkeer, "Wge") (as amended from time to time) and the applicable rules issued by Euroclear. Delivery (uitlevering) of Securities will only be possible in the limited circumstances prescribed by the Wge. The Security holders shall receive co-ownership participations in and/or rights with respect to the Global Security which are transferable in accordance with the Wge and the rules and regulations applicable to and/or issued by Euroclear Nederland (the "Clearing System").

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If the Product Conditions stipulate Registry Type – Finnish Registered Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in the following paragraphs (2) to (5) of this section 8. Notwithstanding the foregoing, the Swiss Guarantee shall exclusively be governed by the laws of Switzerland (section 1 (6)).

(2) The Securities will be in dematerialised form and will only be evidenced by book entries in the system of Euroclear Finland Oy, PL 1110, Urho Kekkosen katu 5C, 00101 Helsinki, Finland ("Euroclear Finland" or the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with the Finnish Act on
(3) Registration requests relating to the Securities shall be directed to an account holding bank.

(4) Transfers of Securities and other registration measures shall be made in accordance with the Finnish Act on Book-Entry Accounts (827/1991, as amended and/or re-enacted from time to time) and the Finnish Act on the Book-Entry System and Clearing Operations (348/2017, as amended and/or re-enacted from time to time) as well as the regulations, rules and operating procedures applicable to and/or issued by Euroclear Finland (the "Clearing System"). Title to Finnish Registered Securities will be transferred only by registration in the book-entry securities system operated by Euroclear Finland (except where the Securities are nominee-registered and are transferred from one sub-account to another sub-account with the same nominee). The Issuer and the Finnish Paying Agent are entitled to receive from Euroclear Finland, at their request, a transcript of the register for the Securities.

(5) "Security Holder" means any person that is registered in a book-entry account managed by the account operator as holder of a Security. For nominee registered Securities the authorised custodial nominee account holder shall be considered to be the Security Holder.

If the Product Conditions stipulate Registry Type – French Dematerialized Bearer Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in the following paragraphs (2) to (4) of this section 8. Notwithstanding the foregoing, the German Guarantee shall exclusively be governed by the laws of Germany (section 1 (5)).

(2) The Securities will be issued in bearer dematerialized form (titres au porteur dématérialisés). Title to the Securities will be evidenced in compliance with Articles L.211-3 et seq. of the French Code Monétaire et Financier by book entries (inscription en compte) in the system of Euroclear France, acting as central securities depositary (the "Central Securities Depository"). No physical document of title (including certificats représentatifs pursuant to Article R. 211-7 of the French Code Monétaire et Financier) will be issued in respect of the Securities.

Unless such right is expressly excluded in the relevant Final Terms, the Issuer may at any time request from the Central Securities Depository identification information of holders of Securities in bearer form (au porteur) such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, e-mail address of such holders, in compliance with Article L. 228-2 of the French Code de commerce.

(3) Transfers of the Securities and other registration measures shall be made in accordance with the laws and regulations and the rules and clearing procedures applicable to and/or issued by Euroclear France (the "Clearing System").

(4) "Security Holder" means any person holding Securities through a financial intermediary entitled to hold securities accounts, directly or indirectly, with the Clearing System on behalf of its customers (the "Security Account Holder") or, in the case of a Security Account Holder acting for its own account, such Security Account Holder.

If the Product Conditions stipulate Registry Type – Italian Uncertificated Certificates, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in the following paragraphs (2) to (4) of this section 8. Notwithstanding the foregoing, the German Guarantee shall exclusively be governed by the laws of Germany (section 1 (5)).

(2) The Securities will be issued in uncertificated and dematerialised book-entry form pursuant to the "Italian Financial Services Act" (Testo Unico della Finanza) and the relevant implementing regulations, and are registered in the books of Monte Titoli S.p.A. with registered office in Piazza degli Affari, 6, 20123 Milan, Italy (the "Central Securities Depository") in accordance with the Italian Financial Services Act and the relevant implementing rules governing central depositories, settlement services, guarantee systems and related management companies, issued by Bank of Italy and the Italian securities regulator (Comissione Nazionale per le Società e la Borsa, "CONSOB"). No physical document of title will be issued to represent the Security.

(3) "Clearing System" is Monte Titoli S.p.A., Piazza degli Affari 6, 20123 Milan, Italy.

(4) In the clearing and settlement systems, the Securities are transferable in a number equal to the Minimum Trading Size or an integer multiple thereof.

(5) The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System (the "Security Account Holders"). As a consequence, the subject who from time to time is the owner of the account held with a Security Account Holder will be
considered as the legitimate owner of the Securities (the "Security Holder") and will be authorized to exercise all rights related to them.

If the Product Conditions stipulate Registry Type – Norwegian Registered Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in paragraphs (2) to (4) of this section 8. Notwithstanding the foregoing, the Swiss Guarantee shall exclusively be governed by the laws of Switzerland (section 1 (6)).

(2) The Securities will be in dematerialized registered form and will only be evidenced by book entries in the system of the Norwegian Central Securities Depositary VPS ASA, P.O. Box 4, 0051, Oslo, Norway (the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with the Norwegian Securities Register Act (lov om registrering av finansielle instrumenter 2002 5. juli nr. 64). There will be neither global bearer securities nor definitive securities and no physical securities will be issued in respect of the Securities. Securities issued through the Central Securities Depository must comply with the Norwegian Securities Trading Act, and the procedures applicable to and/or issued by the Central Securities Depositary from time to time and as amended from time to time.

(3) Transfers of the title to the Securities and other registration measures shall be made in accordance with the Norwegian Securities Register Act (lov om registrering av finansielle instrumenter 2002 5. juli nr. 64), the regulations, rules and operating procedures applicable to and/or issued by the Norwegian Central Securities Depositary VPS ASA, P.O. Box 4, 0051, Oslo, Norway (the "Clearing System") (the "Norwegian CSD Rules").

(4) "Security Holder" means any person that is registered on an account of the Clearing System as holder of a Security or, where applicable, any other person acknowledged as the holder pursuant to the Norwegian CSD Rules. For nominee registered security the authorised nominee shall be considered to be the Security Holder. The Issuer shall be entitled to obtain information from the Clearing System in accordance with the Norwegian CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the Security Holder of any Security shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for treating the holder as owner.

If the Product Conditions stipulate Registry Type – Swedish Registered Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holder, the Issuer, the Paying Agents and the Calculation Agent shall in all respects be governed by the laws of Germany, except as provided for in the following paragraphs (2) to (5) of this section 8. Notwithstanding the foregoing, the Swiss Guarantee shall exclusively be governed by the laws of Switzerland (section 1 (6)).

(2) The Securities will be in dematerialised form and will only be evidenced by book entries in the system of Euroclear Sweden AB, registration number 556112-8074, Klarabergsviadukten 63, Box 191, SE-101 23 Stockholm, Kingdom of Sweden ("Euroclear Sweden", the "Clearing System" or the "Central Securities Depository") for registration of securities and settlement of securities transactions in accordance with Chapter 4 of the Swedish Financial Instruments Accounts Act (lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument) (the "SFIA Act") to the effect that there will be no certificated securities. Securities registered in the Central Securities Depository are negotiable instruments and not subject to any restrictions on free negotiability under Swedish law. The registration of Swedish Registered Securities in the Central Securities Depository will be governed by, and construed in accordance with, Swedish law. The Issuer shall have the right to obtain extracts from the debt register of Euroclear Sweden.

(3) Registration requests relating to the Securities shall be directed to an account operator.

(4) Transfers of Securities and other registration measures shall be made in accordance with the SFIA Act, the regulations, rules and operating procedures applicable to and/or issued by Euroclear Sweden. The from time to time applicable Euroclear Sweden Rules for Issuers and Issuer Agents (the "Euroclear Sweden Rules") may be downloaded from its website: http://www.euroclear.eu. The Issuer is entitled to receive from Euroclear Sweden, at its request, a transcript of the register for the Securities.

(5) "Security Holder" means any person that is registered in a book-entry account managed by the account operator as holder of a Security. For nominee registered Securities the authorised custodial nominee account holder shall be considered to be the Security Holder.

If the Product Conditions stipulate Registry Type – Swiss Uncertificated Securities, the following provisions shall apply:

(1) The Securities and the rights and duties of the Security Holders, the Issuer, the Paying Agents, the Calculation Agent and the Guarantor shall in all respects be governed by the laws of Switzerland.
(2) The Securities represent intermediated securities (the "Intermediated Securities") within the meaning of the Swiss Federal Act on Intermediated Securities (Bundesgesetz über Bucheffekten, "BEG"). They will be issued initially in uncertificated form pursuant to article 973 c of the Swiss Civil Code (Zivilgesetzbuch) (Code of Obligations) as uncertificated securities (Wertrechte) (the "Uncertificated Securities").

(3) Uncertificated Securities are created by the Issuer by an entry in a register of uncertificated securities maintained by the Issuer. These uncertificated securities are then entered into the main register of SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland (the "Central Securities Depository"). When the Uncertificated Securities are entered in the Central Securities Depository's main register and credited in one or more securities accounts, Intermediated Securities are created in accordance with article 6 (1) c) BEG.

(4) Uncertificated Securities in the form of intermediated securities may be transferred or disposed of in some other way only in accordance with the provisions of the Swiss Federal Act on Intermediated Securities and the law of the Swiss Confederation, i.e. by crediting the Intermediated Securities to a securities account of the purchaser.

(5) Neither the Issuer nor the Security Holders are entitled at any time to convert the Uncertificated Securities into a global note or definitive securities or to demand such conversion or to cause or demand a delivery of a global note or definitive securities.

(6) The records of the Central Securities Depository will determine the number of Intermediated Securities held through each participant with the Central Securities Depository. With respect to Intermediated Securities, holders of the Intermediated Securities are (i) the persons, other than the Central Securities Depository itself, holding the Intermediated Securities in a securities account (Effektengirokonto) with the Central Securities Depository and (ii) the custodians holding the Intermediated Securities for their own account. The Paying Agent may assume that a bank or financial intermediary submitting or transmitting to it a notice of the Security Holder pursuant to these Terms and Conditions has been duly authorised by the respective Security Holder for these purposes.

(7) "Clearing System" is each of Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany and SIX SIS AG, Baslerstrasse 100, 4600 Olten, Switzerland.

(8) In the clearing and settlement systems (Effektengiroverkehr), the Securities are transferable in a number equal to the Minimum Trading Size or an integer multiple thereof.

(9) "Security Holder" means the person holding the Securities in a securities account in its own name and for its own account.

§ 9 Calculation Agent(s), Paying Agent(s)

(1) "Calculation Agent" means Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland. The Issuer shall be entitled at any time to replace the Calculation Agent with another bank, to appoint one or more additional Calculation Agents and/or to revoke their appointment. The Calculation Agent acts solely in the capacity of a vicarious agent of the Issuer and shall have no obligations of any kind to the Security Holders. The Calculation Agent shall (to the extent permitted) be exempt from the restrictions contained in section 181 BGB (for Securities subject to German law) and any restrictions of a similar nature under the applicable laws of other countries. Notice shall be given of all of the measures referred to in sentence 2 pursuant to section 12.

(2) "Principal Paying Agent" means Bank Vontobel Europe AG, Alter Hof 5, 80331 Munich, Germany, "Danish Paying Agent" shall be Handelsbanken, Danish branch of Svenska Handelsbanken AB (publ), Havneholmen 29, DK-1561 Copenhagen V, Denmark, "Dutch Paying Agent" shall be Citibank Europe Plc UK Branch, Canary Wharf Group, 25 Canada Square, London E14 5LB, United Kingdom, "Finnish Paying Agent" shall be Svenska Handelsbanken AB (publ), SE-106 70 Stockholm, Sweden, "French Paying Agent" shall be Citibank Europe Plc UK Branch, Canary Wharf Group, 25 Canada Square, London E14 5LB, United Kingdom and "Italian Paying Agent" shall be BNP PARIBAS Securities Services, Milan Branch, Via Ansperto no. 5, 20123 Milan, Italy, "Norwegian Paying Agent" shall be Handelsbanken Kapitalforvaltning AS, with registered office at Tjuvholmen allé 11, Postboks 1342 Vika 0113 Oslo, Norway, and "Swedish Paying Agent" shall be Svenska Handelsbanken AB (publ), SE-106 70 Stockholm, Sweden, (the Principal Paying Agent, the German Paying Agent, the Danish Paying Agent, the Dutch Paying Agent, the Finnish Paying Agent, the French Paying Agent, the Italian Paying Agent, the Norwegian Paying Agent and the Swedish Paying Agent are also collectively referred to as the "Paying Agent(s)").

The Issuer shall be entitled at any time to replace any of the Paying Agents, to appoint one or more additional Paying Agents and/or to revoke their appointment. A Paying Agent acts solely in the capacity of a vicarious agent of the Issuer and shall have no obligations of any kind to the Security Holder. A Paying Agent shall (to the extent permitted) be exempt from the restrictions contained in section 181 BGB (for Securities subject to German law) and any restrictions of a similar nature under the applicable laws of other countries. Notice shall be given of all of the measures referred to in sentence 2 pursuant to section 12.
§ 10 Settlement

If the Product Conditions stipulate Registry Type – German Global Certificates, Swiss Uncertificated Securities or Italian Uncertificated Certificates, the following paragraph (1) shall apply:

(1) The Issuer shall provide the Central Securities Depository via the Paying Agent(s) with the respective due payments for all Securities issued by it on the Maturity Date or on a Payment Date or on a Bonus Payment Date or on an Interest Payment Date for onward transfer to the respective custodian banks for the purpose of crediting the Security Holders. The Issuer shall thereupon be released from all payment obligations.

If the Product Conditions stipulate Registry Type – Danish Uncertificated Securities, the following paragraph (1) shall apply:

(1) The Issuer shall provide the due payments for all Securities issued by it by not later than the Maturity Date by way of making available the due payments to the Danish Paying Agent for onward transfer to the Central Securities Depository or pursuant to the Central Securities Depository’s instruction for credit to the relevant accountholders in accordance with the Danish Securities Trading Act and Executive Order No. 819 of 26 June 2013 on the registration of dematerialised securities in a central securities depository (Bekendtgørelse om registrering m.v. af fondsaktiver i en værdipapircentral) as well as the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository. The transfer to the Central Securities Depository or pursuant to the Central Securities Depository’s instruction shall release the Issuer from its payment obligations under the Securities in the amount of such payment. Settlement shall be effected to the Security Holder recorded as such on the relevant record date in accordance with the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository.

If the Product Conditions stipulate Registry Type – Dutch Uncertificated Securities, the following paragraph (1) shall apply:

(1) The Issuer shall provide the due payments for all Securities issued by it by way of making available the due payments to the Dutch Paying Agent for onward transfer by Euroclear Nederland or pursuant to the instruction by Euroclear Nederland for credit to the relevant accountholders in accordance with the Wge, the regulations, rules and operating procedures applicable to and/or issued by Euroclear Nederland. Payments of principal and/or interest in respect of the Securities shall be made to the Security Holders registered as such on the business day (as defined by the then applicable Euroclear Nederland rules) before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the Euroclear Nederland rules and will be made in accordance with the Euroclear Nederland rules. Such day shall be the “Record Date” in respect of the Securities in accordance with the Euroclear Nederland rules.

If the Product Conditions stipulate Registry Type – Finnish Registered Securities, the following paragraph (1) shall apply:

(1) The Issuer shall provide the due payments for all Securities issued by it by not later than the Maturity Date by way of making available the due payments to the Finnish Paying Agent for onward transfer by the Central Securities Depository or pursuant to the Central Securities Depository’s instruction for credit to the relevant accountholders in accordance with the Finnish Act on Book-Entry Accounts (827/1991, as amended and/or re-enacted from time to time) and the Finnish Act on the Book-Entry System and Clearing Operations (348/2017, as amended and/or re-enacted from time to time) as well as the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository. The transfer by the Central Securities Depository or pursuant to the Central Securities Depository’s instruction shall release the Issuer from its payment obligations under the Securities in the amount of such payment. Settlement shall be effected to the Security Holder recorded as such on the relevant Euroclear Finland record date in accordance with the regulations, rules and operating procedures applicable to and/or issued by the Central Securities Depository.

If the Product Conditions stipulate Registry Type – French Dematerialized Bearer Securities, the following paragraph (1) shall apply:

(1) The Issuer shall provide the due payments for all Securities issued by it by not later than the Maturity Date by way of making available the due payments to French Paying Agent for onward transfer by the Central Securities Depository or pursuant to the Central Securities Depository’s instruction for credit to the relevant accountholders in accordance with the Clearing System. The transfer by the Central Securities Depository or pursuant to the Central Securities Depository’s instruction shall release the Issuer from its payment obligations under the Securities in the amount of such payment.

If the Product Conditions stipulate Registry Type – Swedish Registered Securities, the following paragraph (1) shall apply:
The due payments shall be calculated by the Calculation Agent and are binding for the Security Holders, unless there is an obvious error.

The values resulting from the calculation of the cash amounts shall be rounded up or down to two decimal places in accordance with normal commercial practice.

Any conversion of cash amounts payable from the Currency of the Underlying into the Settlement Currency shall be carried out in accordance with the Currency Conversion specified in the Product Conditions.

If a due payment is required to be made in accordance with the Terms and Conditions on a day that is not a Business Day, the payment may be postponed until the next following Business Day. The Security Holder shall not be entitled to demand interest or other compensation as a result of such a postponement.

All taxes, national and international transaction taxes, fees or other charges that may be incurred in connection with the due payments shall be borne by the Security Holder. The Issuer and/or the Paying Agent shall be entitled to withhold any taxes, fees or charges payable by the Security Holder from the due payments.

Settlement of the Securities is subject to all laws, regulations, administrative requirements and procedures applying on the respective Exercise Date, Oberservation Date, Valuation Date, Termination Date, Payment Date, Bonus Payment Date, Interest Payment Date or Maturity Date. The Issuer shall not be responsible for the eventuality that, as a result of these requirements and procedures, it is not in a position to meet its obligations in accordance with the preceding paragraphs despite making all reasonable efforts to do so, nor for actions or omissions by settlement agents arising from or in connection with the performance of the obligations arising from these Securities.

Neither the Issuer, the Calculation Agent nor the Paying Agent(s) shall be obliged to verify the entitlement of the Security Holders.

§ 11 Replacement of the Issuer

(1) The Issuer shall be entitled to substitute another obligor in respect of the Securities ("New Issuer") in its stead at any time without the consent of the Security Holders provided that

- the New Issuer assumes all obligations of the Issuer arising from or in connection with the Securities pursuant to a contractual agreement with the Issuer,
- the Issuer has provided an unconditional and irrevocable guarantee in favour of the Security Holders of the performance of all the obligations to be assumed by the New Issuer and
- the New Issuer has obtained all necessary approvals from the authorities of the country in which it has its registered office.

(2) In the event of such replacement, all references to the Issuer contained in the Terms and Conditions shall be deemed to henceforth refer to the New Issuer.

(3) The replacement shall be notified without undue delay pursuant to section 12.

§ 12 Notices

(1) All notices relating to the Securities shall be published on the website of the Issuer at prospectus.vontobel.com (on the relevant product page for the respective Security accessible by entry of the respective ISIN on the website prospectus.vontobel.com or generally under the heading "<Notices>") or on another website which the Issuer will announce at least six (6) weeks in advance in accordance with this section 12. Such notices shall be deemed to have been given on the date on which they are first published.

(2) The Issuer reserves the right, in addition to the publication of a notice pursuant to paragraph (1), to deliver a notice to the relevant Central Securities Depository for communication by the Central Securities Depository to the Security Holder. Even if the notice is communicated by the relevant Central Securities Depository the first publication pursuant to sentence 2 of paragraph (1) remains decisive for the time of effectiveness of the notice.
(3) Notices shall also be published, to the extent required by statute or pursuant to exchange rules, in at least one national newspaper for statutory stock exchange announcements of those stock exchanges on which the Securities are listed.

(4) Unless required by statute or pursuant to exchange rules or unless expressly so provided in these Terms and Conditions, notices shall be given for information purposes only and do not constitute a prerequisite of validity.

§ 13 Interest, Bonus Payments

(1) Bonus Payments:

<table>
<thead>
<tr>
<th>If the Product Conditions specify Bonus Payment Type – Conditional Bonus Payment, the following provisions shall apply:</th>
</tr>
</thead>
</table>

(a) If on one of the Observation Dates specified in the Product Conditions a Bonus Event defined in the Product Conditions occurs, the Issuer shall pay on the, subject to section 10 (5), following Bonus Payment Date defined in the Product Conditions the Bonus Amount allocated to that Observation Date in respect of each Security.

(b) The Security Holder shall be entitled to receive a potential Bonus Amount in accordance with paragraph (1)(b) of this section 13 on the respective Bonus Payment Date only if the Security Holder acquired the Securities before the respective Ex-Date. If the Securities are purchased on or after the relevant Ex-Date, the Security Holder is not entitled to receive a Bonus Amount on that Bonus Payment Date. "Ex-Date" generally means the Business Day following the Observation Date on which the Bonus Event relevant for the Bonus Payment occurred. The Ex-Date may differ in individual cases. If this is the case, the Ex-Date will be announced in accordance with section 12.

(c) No (further) bonus payments shall be made in respect of the Securities in the event of Early Redemption for Securities with the possibility of Early Redemption (section 4) or upon the occurrence of a Liquidation Event for Securities with Collateralisation (section 15).

<table>
<thead>
<tr>
<th>If the Product Conditions specify Bonus Payment Type – Unconditional Bonus Payment, the following provisions shall apply:</th>
</tr>
</thead>
</table>

(a) The Issuer shall pay on each, subject to section 10 (5), Bonus Payment Date defined in the Product Conditions the Bonus Amount allocated to that Bonus Payment Date in respect of each Security.

b) The Security Holder shall be entitled to receive a Bonus Amount in accordance with paragraph (1)(b) of this section 13 on the respective Bonus Payment Date only if the Security Holder acquired the Securities before the respective Ex-Date. If the Securities are purchased on or after the relevant Ex-Date, the Security Holder is not entitled to receive a Bonus Amount on that Bonus Payment Date. "Ex-Date" generally means the second (2nd) Business Day preceding the respective Bonus Payment Date. The Ex-Date may differ in individual cases. If this is the case, the Ex-Date will be announced in accordance with section 12.

(c) No (further) bonus payments shall be made in respect of the Securities in the event of Early Redemption for Securities with the possibility of Early Redemption (section 4) or upon the occurrence of a Liquidation Event for Securities with Collateralisation (section 15).

(2) Interest Accrual Period, Interest Rate and Interest Period:

<table>
<thead>
<tr>
<th>If the Product Conditions specify Interest Type – Fixed Interest, the following provisions shall apply:</th>
</tr>
</thead>
</table>

(a) The Securities shall bear interest from the Interest Commencement Date specified in the Product Conditions (inclusive) at the Interest Rate specified in the Product Conditions based on the nominal amount for each Security and each Interest Period (as defined below) using the Interest Calculation Method (as defined in paragraph (5) in connection with the relevant Product Conditions). The interest accrual period of the Securities shall end – subject to the following paragraph (4) – upon the expiry of the day preceding the Maturity Date.

(b) The period between the Interest Commencement Date (inclusive) and the first Interest Payment Date (exclusive) and, where applicable, the respective period between the first Interest Payment Date or the subsequent Interest Payment Dates (inclusive) and the respective next Interest Payment Dates (exclusive) shall be referred to in each case as an "Interest Period".

<table>
<thead>
<tr>
<th>If the Product Conditions specify Interest Type – Variable Interest, the following provisions shall apply:</th>
</tr>
</thead>
</table>

(a) The Securities shall bear interest from the Interest Commencement Date specified in the Product Conditions (inclusive) at the Variable Interest Rate (as defined below) based on the nominal amount for each Security and each Interest Period (as defined below) using the Interest Calculation Method (as defined in paragraph (5) in
connection with the relevant Product Conditions). The interest accrual period of the Securities shall end – subject to the following paragraph (4) – upon the expiry of the day preceding the Maturity Date.

(b) The period between the Interest Commencement Date (inclusive) and the first Interest Payment Date (exclusive) and, where applicable, the respective period between the first Interest Payment Date or the subsequent Interest Payment Dates (inclusive) and the respective next Interest Payment Dates (exclusive) shall be referred to in each case as an “Interest Period”.

(c) The interest rate applicable for an Interest Period (the “Variable Interest Rate”) shall correspond to the Reference Interest Rate (as defined below) determined for the respective Interest Period on the relevant Interest Determination Date (as defined in the Product Conditions), with the addition or subtraction, where applicable, of any premium or discount ("Spread") specified in the Product Conditions or multiplied, where applicable, by any multiplication factor specified in the Product Conditions (the “Multiplication Factor”).

If a minimum interest rate ("Floor") is specified in the Product Conditions and the Variable Interest Rate determined for an Interest Period is lower than the Floor, the Variable Interest Rate for that Interest Period shall be equal to the Floor. If no Floor is stipulated in the Product Conditions, the Variable Interest Rate for that Interest Period shall amount to least 0% p.a.

If a maximum interest rate ("Cap") is specified in the Product Conditions and the Variable Interest Rate determined for an Interest Period is higher than the Cap, the Variable Interest Rate for that Interest Period shall be equal to the Cap.

The Variable Interest Rate for the respective Interest Period shall be announced pursuant to section 12 once it has been determined.

The “Reference Interest Rate” shall be the interbank rate or swap rate specified in the Product Conditions as displayed on the screen page specified in the Product Conditions or a successor page (the “Screen Page”) on the respective Interest Determination Date at the determination time stipulated in the Product Conditions.

If the Screen Page is not available at the specified time or if the Reference Interest Rate is not displayed, the Calculation Agent shall determine the Reference Interest Rate using a different financial information service. If the Reference Interest Rate referred to above is no longer displayed in one of the ways referred to above, the Calculation Agent shall be entitled to specify an interest rate determined on the basis of currently prevailing market practice as the Reference Interest Rate. In this event, the Calculation Agent shall be entitled, but not obliged, to ask reference banks to provide their respective quotations for an interest rate corresponding to the Reference Interest Rate at the time specified on the relevant Interest Determination Date. If at least two of the reference banks have submitted a corresponding quotation to the Calculation Agent, the Reference Interest Rate can be determined using the arithmetic mean calculated by the Calculation Agent (rounded, where relevant, to the nearest thousandth of a percentage point) of the quotations provided to it by those reference banks. If the Reference Interest Rate cannot be determined in the aforementioned manner, the Reference Interest Rate shall be calculated on the basis of the Reference Interest Rate displayed on the Screen Page on the immediately preceding Business Day.

If the Reference Interest Rate has a negative value, it shall be offset against the Spread, so that it reduces the Spread.

(3) Payment of Interest:
Interest shall be payable in each case in arrears on the Interest Payment Date(s) specified in the Product Conditions (respectively) the “Interest Payment Date”). The interest amount payable (the “Interest Amount”) for each Interest Payment Date shall be rounded in accordance with section 10. If an Interest Payment Date is not a Business Day, the Interest Payment Date shall be postponed in accordance with the rules set out in section 13 (5).

(4) Early end of the Interest Accrual Period in the case of certain events:
(a) In the event of Extraordinary Termination pursuant to section 6 (3), interest shall cease to accrue on the Securities upon the expiry of the day immediately preceding the day on which the Termination Amount is paid.

(b) If the possibility of Early Redemption pursuant to section 4 is applicable in accordance with the Product Conditions, the following shall apply:

In the event of Early Redemption, interest shall cease to accrue on the Securities upon the expiry of the day preceding the Payment Date on which Early Redemption takes place. In this case, interest shall accrue on the nominal amount of the Securities up to that Payment Date (exclusive) at the Interest Rate applicable for the respective Interest Period.

Notwithstanding the foregoing, the Product Conditions may provide that the Interest Amount for the whole of the current Interest Period shall be paid early on that Payment Date.
(c) If under the Product Conditions the Securities are secured by collateral pursuant to section 15 (Securities with Collateralisation), the following shall apply:

If a Liquidation Event pursuant to section 15 occurs, interest shall cease to accrue on the Securities upon the expiry of the day immediately preceding the day on which the Securities become due pursuant to section 15 (9).

(5) Business Day Convention:

If an Interest Payment Date is not a Business Day, the following rules shall apply to the extent that they are specified as applicable as the “Business Day Convention” in the Product Conditions.

following: If an Interest Payment Date is not a Business Day, the Interest Payment Date shall be the next following Business Day.

modified following: If an Interest Payment Date is not a Business Day, the Interest Payment Date shall be the next following Business Day, unless the Interest Payment Date would fall into the next calendar month as a result; in this event, the Interest Payment Date shall be the immediately preceding Business Day.

unadjusted: The Interest Amount due on the relevant Interest Payment Date and, where applicable, the following Interest Amount shall not be adjusted accordingly if an Interest Payment Date is postponed. This postponement of an Interest Payment Date shall not give rise to any claim to additional interest and other payments.

adjusted: The Interest Amount due on the relevant Interest Payment Date and, where applicable, the following Interest Amount shall be adjusted accordingly if an Interest Payment Date is postponed.

(6) Interest Calculation Method:

If the Securities bear interest, the Interest Calculation Method shall be specified in the Product Conditions. The terms employed shall have the following meanings for this purpose:

30/360: Interest shall be calculated on the basis of a year with 360 days and with 12 months of 30 days each.

act/360: Interest shall be calculated on the basis of a year with 360 days. Each month shall be included in the calculation with the actual number of days.

act/365: Interest shall be calculated on the basis of a year with 365 days. Each month shall be included in the calculation with the actual number of days.

act/act: Interest shall be calculated on the basis of the days elapsed in an Interest Period and the actual number of days in a year (365 or 366) in accordance with the detailed provisions of ICMA Rule 251 (actual/actual).

§ 14 Increase of Issue, Repurchase of Securities

(1) The Issuer shall be entitled at any time to issue additional Securities with the same features in such a way that they are consolidated with the Securities, form a single issue with them and increase their number. In the case of such an increase of issue, the term "Securities" shall also refer to the additional Securities issued.

(2) The companies of the Vontobel Group (these include all consolidated subsidiaries of Vontobel Holding AG, Zurich) shall be entitled at any time during the Term of the Securities to buy or sell the latter in off-market or, where applicable, on-market transactions. These companies are under no obligation to inform the Security Holders of such purchases or sales. Repurchased Securities may be cancelled, held, resold or otherwise disposed of.

§ 15 Securities with triparty collateral management (TCM)

If the Product Conditions stipulate that the provisions of this section 14 for Securities with triparty collateral management (TCM) are applicable, the following shall apply:

(1) Securities with TCM shall be collateralised by an agreement entered into by Bank Vontobel AG, Zurich, as collateral provider, (the "Collateral Provider"), SIX Repo AG, Zurich, acting as a direct representative for and in the name of the Security Holder as collateral taker, SIX SIS AG, Zurich, acting as custodian and collateral manager, and Vontobel Financial Products GmbH, Frankfurt am Main, as the Issuer (the "Framework Agreement").
The Collateral Provider shall provide corresponding collateral. The collateral shall be pledged in favour of the investors, who shall be represented for this purpose by the collateral taker. The collateral shall be used for the purpose of satisfying the liabilities of the Issuer to the investors in the event of insolvency or similar events (e.g. payment default, restructuring, liquidation etc.) or in the event of under-collateralisation. The collateral shall be selected by the Collateral Provider and deposited with SIX SIS AG in a segregated TCM account and securities account in the name of the Collateral Provider.

The costs of the TCM collateralisation (including the lending costs for the collateral required) shall be reflected in the pricing of the Securities and thus borne indirectly by the investors.

The collateral taker shall acquire a security interest in accordance with Article 25 paragraph 2(b) of the Swiss Federal Act on Intermediated Securities over the collateral and a right of lien in accordance with Article 899 et seq. of the Swiss Code of Obligations (Schweizerisches Obligationenrecht, "OR") over cash funds provided as collateral. The Current Value (see definition in paragraph (2)) of a Security shall be calculated by the Collateral Provider, notified to SIX Financial Information AG on each business day and published on the corresponding website of SIX Financial Information AG. The collateral shall be valued and adjusted by SIX SIS AG several times on each business day on the basis of the securities prices and/or exchange rates provided by SIX Financial Information AG. The permitted collateral shall be selected by SIX SIS AG on an ongoing basis from a variety of types of securities, including those securities representing direct or indirect Underlyings of the Security. The Collateral Provider shall inform the Security Holder on request about the collateral permitted in each case for the purpose of collateralising the Security.

(2) Method of collateralisation: The collateral to be provided by the Collateral Provider shall be based on the respective value of the Security (the "Current Value"). The calculation of the Current Value of the Security shall be performed exclusively by the Collateral Provider in accordance with recognised accounting principles, but without an independent review. Neither the collateral manager nor SIX SIS AG nor SIX Financial Information AG, Zurich, shall perform a recalculation or other review of the calculation of the Current Value. The Collateral Provider shall notify the Current Value to SIX Financial Information AG which shall then publish it. On the basis of the Current Value published by SIX Financial Information AG, SIX SIS AG shall calculate whether the coverage requirements for the collateral have been met.

Neither the collateral manager nor SIX SIS AG nor SIX Financial Information AG shall be liable for losses or damage suffered by a collateral taker as the result of the deficient calculation of the Current Value or the deficient notification of that value to SIX Financial Information AG. The Collateral Provider may fulfill the function of the Calculation Agent. The Calculation Agent shall notify the method employed for the calculation of the Current Value on request. The method of calculation shall be specified for each Security at the date of issue and shall remain unchanged throughout its Term. The collateral provided for a Security is intended only for that Security (the "Earmarked Collateral") and does not collateralise any other Securities.

(3) Liquidation of collateral: If the Collateral Provider fails to fulfil its obligations, the collateral will be liquidated by the collateral manager or a liquidator under the terms of the applicable legal regulations. The collateral may be liquidated in particular (the "Liquidation Events"), if (i) the Collateral Provider does not provide the collateral required or fails to do so in due time, unless the deficiency is remedied within five (5) Business Days; (ii) the Issuer does not perform a payment or delivery obligation relating to a Security when due under the Terms and Conditions or fails to do so in due time, unless the deficiency is remedied within five (5) Business Days; or (iii) the Swiss Financial Market Supervisory Authority (Eidgenössische Finanzmarktaufsicht, "FINMA") orders protective measures pursuant to Article 26 (1) (f) or (h) of the Swiss Federal Act on Banks and Savings Banks (Bundesgesetz über die Banken und Sparkassen, "Swiss Banking Act"), restructuring measures pursuant to Article 28 et seq. of the Swiss Banking Act or liquidation (bankruptcy) pursuant to Article 33 et seq. of the Swiss Banking Act with respect to the Issuer or the Collateral Provider or a foreign supervisory authority or competent court issues a comparable order.

(4) Determination of a Liquidation Event: The collateral manager is under no obligation to undertake investigations with regard to the occurrence of a Liquidation Event. For the purpose of determining the occurrence of a Liquidation Event, it shall base its decision on information received from the Collateral Provider or from official sources of information (e.g. FINMA). The collateral manager shall determine whether an event qualifies as a Liquidation Event and the time at which the Liquidation Event occurred, with binding effect for the Security Holders.

(5) Procedure on the occurrence of a Liquidation Event: If a Liquidation Event occurs, the collateral manager shall be entitled in its reasonable discretion, immediately or at a later time, to give public notice of the following: (i) the existence of a Liquidation Event, (ii) all relevant procedures it has undertaken in connection with the liquidation of the Earmarked Collateral, (iii) all relevant procedures it has undertaken in connection with the usage of the liquidation proceeds and their payment to the collateral taker and (iv) all other information relevant to the collateral taker.

(6) Maturity of the Security and Security Holders’ claims against the Issuer: A Liquidation Event in relation to a product does not give rise to the occurrence of a Liquidation Event in relation to other collateralised Securities of the Issuer. Following the occurrence of a Liquidation Event, the collateralised liabilities attributable to the Securities for which the Liquidation Event has occurred shall become due and payable with immediate effect. The collateral manager shall notify the Security Holder of the Maturity Date for the Liquidation Event. The acquisition of a Security collateralised in
accordance with the Framework Agreement by a Security Holder automatically entails acceptance of the collateral manager as its representative for the purposes of the triparty collateral management arrangement.

In dealings with the collateral manager and SIX SIS AG, the Security Holders are bound by the provisions of the Framework Agreement, specifically the choice of Swiss law and the exclusive jurisdiction of the courts of the Canton of Zurich (Switzerland).

Following the occurrence of a Liquidation Event in relation to a Security, the collateral manager shall determine the liquidation value of that Security as the last available Current Value prior to the occurrence of the Liquidation Event. This value shall be binding for the Collateral Provider and the Security Holders. The relevant Current Values shall form the basis for the claims of the Security Holders against the Issuer at the maturity of the Securities in accordance with the provisions of the Framework Agreement.

Liquidation costs and payment to the Security Holders: All costs of the collateral manager and all costs in connection with the liquidation of the collateral (including fees, taxes and levies) shall be covered in advance out of the liquidation proceeds of the collateral. Furthermore, the collateral manager shall be entitled to cover all outstanding claims against the collateral taker due to it under the terms of the Framework Agreement in advance out of the liquidation proceeds of the collateral. The remaining liquidation proceeds shall be available for payment to the Security Holders of the Security. The pro rata net liquidation proceeds due to the Security Holders shall be transferred to the participants in SIX SIS AG on a delivery against payment basis. The collateral manager shall be released hereby from all further obligations.

The Security Holders' claim shall not bear interest. Payment to the Security Holders may be delayed for practical or legal reasons. If payment is delayed for any reason whatsoever, the collateral manager and SIX SIS AG shall not be liable for default interest or damages. Each Security is collateralised by its Earmarked Collateral. The maximum claim of a Security Holder for satisfaction out of the net liquidation proceeds of the Earmarked Collateral is therefore based on the Current Value of the Security. The Security Holders' claims against the Issuer arising from the Security shall be reduced to the extent of the pro rata net liquidation proceeds paid. In accordance with the provisions of the Framework Agreement, there shall be no further claims of the Security Holders against the collateral manager, SIX SIS AG or other persons involved in the collateralisation of the Security.

Liability: The parties to the Framework Agreement shall be liable for damages only in the event of gross negligence or wilful intent. Further liability is excluded.

§ 16 Presentation Period and Statute of Limitations

If the Product Conditions stipulate Registry Type – German Global Certificates, the following provisions shall apply:

The presentation period for the Securities (pursuant to section 801 (1) sentence 1 BGB) shall be shortened to ten years, beginning with the date on which the relevant obligation of the Issuer arising from the Securities first becomes due. Claims arising from Securities presented during this presentation period shall become time-barred within two years beginning with the expiry of the presentation period. For claims to interest and bonus payments, the statutory periods for the limitation of claims provided for by sections 195, 199 BGB shall apply.

If the Product Conditions stipulate Registry Type – Swiss Uncertificated Securities, the following provisions shall apply:

In accordance with applicable law of the Swiss Confederation, claims of all kinds against the Issuer arising in connection with the Securities shall lapse ten years after the relevant payment or delivery becomes due. This provision does not apply to claims for interest or bonus payments which shall become time-barred after five years after the relevant interest or bonus payments become due.

If the Product Conditions stipulate Registry Type – Danish Uncertificated Securities, the following provisions shall apply:

The presentation period for claims of a Security Holder against the Issuer for payment of principal corresponds to ten (10) years from the due date of such payment. The presentation period for claims of a Security Holder against the Issuer for the payment of interest or other amounts payable corresponds to three (3) years from the due date of such payment.

If the Product Conditions stipulate Registry Type – Dutch Uncertificated Securities, the following provisions shall apply:

In accordance with applicable Dutch Law, claims of all kinds against the Issuer arising in connection with the Securities shall lapse five (5) years after the relevant payment becomes due.
If the Product Conditions stipulate **Registry Type – French Dematerialized Bearer Securities**, the following provisions shall apply:

Claims against the Issuer for payment in respect of the Securities shall be prescribed and become void unless made within five years following the date on which such amount fell due.

If the Product Conditions stipulate **Registry Type – Finnish Registered Securities**, the following provisions shall apply:

In the case of Finnish Registered Securities, claims against the Issuer for the payment of any such amount payable in respect of the Securities shall become void unless made within three (3) years, in each case after the Relevant Date. For the purposes of this condition, "Relevant Date" means the date on which such payment first becomes due, or such later date on which an interruption of the period of limitation (Fi. vanhentumisen katkaiseminen) is made in accordance with the Finnish Limitations Act (728/2003, as amended).

If the Product Conditions stipulate **Registry Type – Italian Uncertificated Certificates**, the following provisions shall apply:

The presentation period for claims of a Security Holders against the Issuer for the payment of principal corresponds to ten (10) years from the due date for such payment. The presentation period for claims of a Security Holder against the Issuer for the payment of interest corresponds to five (5) years from the due date for such payment.

If the Product Conditions stipulate **Registry Type – Norwegian Registered Securities**, the following provisions shall apply:

In accordance with the Norwegian Limitation Act of 1979, claims of Security Holders against the Issuer shall lapse ten years after the due dates of payment of principal. Any interest payments after such ten years have passed, lapse after three (3) years from the due dates of such later interest payments.

If the Product Conditions stipulate **Registry Type – Swedish Registered Securities**, the following provisions shall apply:

Claims against the Issuer in respect of Swedish Registered Securities will be prescribed unless made within ten (10) years after the due date for payment. If the presentation period in respect of Swedish Registered Securities is interrupted a new presentation period of ten years will commence. Where the presentation period is interrupted through any acknowledgement, claim or reminder a new presentation period shall commence on the date of the interruption or, where the presentation period is interrupted through legal proceedings or the claims for payment is brought before in a court of law, enforcement authority or in arbitration proceedings, bankruptcy proceedings or proceedings for a judicial composition with creditors, a new presentation period shall commence on the date on which a judgment or final decision is rendered or the procedure is otherwise terminated.

§ 17 Miscellaneous

If the Governing Law is stipulated to be German Law pursuant to Section 8 (1) above, the following shall apply:

(1) The place of performance shall be Frankfurt am Main.

(2) If the **Guarantor** is stipulated to be Bank Vontobel Europe AG, Munich (the German Guarantor) pursuant to the Product Conditions, the following shall apply: The place of jurisdiction for all legal disputes arising from the matters dealt with in these Terms and Conditions for merchants (Kaufleute), legal persons under public law, public-sector special corporations and persons without a general place of jurisdiction in Germany shall be, to the extent permitted by statute, Frankfurt am Main.

(3) If the **Guarantor** is stipulated to be Vontobel Holding AG, Zurich (the Swiss Guarantor) pursuant to the Product Conditions, the following shall apply: The place of jurisdiction for all legal disputes arising from the matters dealt with in these Terms and Conditions for merchants (Kaufleute), legal persons subject to public law, public-sector special corporations and persons without a general place of jurisdiction in Germany shall be, with the exception of the Swiss Guarantee (section 8), to the extent legally permitted, Frankfurt am Main.

(4) To the extent that the **Issuer** or the Calculation Agent make or omit adjustments in accordance with these Terms and Conditions and take or omit other measures, they shall be liable only if they fail to meet the duty of care of a prudent businessman or in the event of gross negligence.

(5) The **Issuer** shall be entitled to amend or to add (i) obvious clerical or computational errors or similar manifest mistakes and (ii) contradictory or incomplete provisions in these Terms and Conditions without the consent of the Security Holder. In this context, only such changes or additions are permitted in the cases specified under (ii) that, with due consideration for the interests of the **Issuer**, are not disadvantageous to the Security Holder i.e. that do not have a material
adverse effect on the Security Holder's financial position. Amendments or additions to these Terms and Conditions shall be notified without undue delay in accordance with section 12.

(6) The Issuer, the German Guarantor as well as Vontobel Holding AG, Gotthardstrasse 44, CH-8002 Zürich, Switzerland, appoint each other as authorised agents for receipt of service (authorised recipients) in Germany and Switzerland, respectively, for all proceedings pending in those jurisdictions in connection with the Securities. Service shall be deemed to have been effected upon receipt by the relevant authorised recipient (irrespective of whether it was forwarded to the Issuer and the German Guarantor and the latter have received it). The Issuer and the German Guarantor undertake to appoint a substitute authorised recipient in the event that the relevant authorised recipient is no longer in a position for whatever reason to act as such, or no longer has an address in Germany or Switzerland, respectively. Notice shall be given of such an appointment in accordance with section 12. The foregoing shall not affect the right to effect service in any manner permitted by law.

(7) The distribution of the Base Prospectus and of the Final Terms including the Terms and Conditions, i.e. the General Conditions and the Product Conditions, and the offering or purchase of the Securities may be subject to legal restrictions in certain jurisdictions. The Securities may be offered or purchased in a given jurisdiction only subject to compliance with the applicable laws of the relevant jurisdiction.

(8) The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.

If the Governing Law is stipulated to be Swiss Law pursuant to Section 8 (1) above, the following shall apply:

(1) The Issuer and the Swiss Guarantor irrevocably submit to the jurisdiction of the Commercial Court (Handelsgericht) of the Canton of Zurich for all legal disputes relating to the Securities. The place of jurisdiction is Zurich 1. The right to appeal a decision to the Swiss Federal Supreme Court in Lausanne in accordance with the applicable procedural law is hereby reserved. In this respect the Issuer and the Swiss Guarantor waive any defence of lack of jurisdiction that proceedings have been brought before an inappropriate court (forum non conveniens). This submission to jurisdiction is made for the benefit of each Security Holder; it does not limit the right of the Security Holder to bring proceedings before any other competent court, nor do proceedings pending in one or more jurisdictions exclude proceedings in another jurisdiction (whether concurrent or not).

(2) The Issuer shall be entitled to amend or supplement all of the terms Terms and conditions Conditions without the consent of the Security Holders (i) for the purpose of correcting an obvious error and (ii) for the purpose of clarifying any matter which is unclear or for making any correction or addition to the terms Terms and conditions Conditions that the Issuer deems necessary or desirable, but only such amendments or additions shall be permitted in the cases referred to under (ii) that do not have a material adverse effect on the financial situation of the Security Holders. The Issuer's right to amend or supplement all of the terms Terms and conditions Conditions to the extent required by legislation or by decisions of the courts or of the authorities is hereby reserved. Notice shall be given of amendments or additions to the conditions in accordance with section 12.

(3) The Issuer and the Swiss Guarantor appoint each other as authorised agents for receipt of service (authorised recipients) in Germany and Switzerland, respectively, for all proceedings pending in those jurisdictions in connection with the Securities. Service shall be deemed to have been effected upon receipt by the relevant authorised recipient (irrespective of whether it was forwarded to the Issuer and the Swiss Guarantor and the latter have received it). The Issuer and the Swiss Guarantor undertake to appoint a substitute authorised recipient in the event that the relevant authorised recipient is no longer in a position for whatever reason to act as such, or no longer has an address in Germany or Switzerland, respectively. Notice shall be given of such an appointment in accordance with section 12. The foregoing shall not affect the right to effect service in any other manner permitted by law.

(4) The distribution of the Base Prospectus and of the Final Terms including the Terms and Conditions and the offering or purchase of the Securities may be subject to legal restrictions in certain jurisdictions. The Securities may be offered or purchased in a given jurisdiction only subject to compliance with the applicable laws of the relevant jurisdiction.

(5) The English version of these Terms and Conditions shall be binding. Any translation is for convenience only.

§ 18 Severability

Should any provision of these Terms and Conditions be or become invalid, incomplete or unenforceable, either in whole or in part, this shall not affect the validity of the remaining provisions. The Parties agree to replace the invalid, incomplete or unenforceable provision and rectify any omission with a provision that reflects the spirit and purpose of these Terms and Conditions and the interests of the Parties.
8.2. Product Conditions

The Product Features presented in the Product Conditions below will be not be specified by the Issuer until shortly prior to the start of the offer and will be added in the Final Terms. Depending on the respective Type of Security to be issued, for the purposes of the individual issue the relevant section from 8.2.1 to 8.2.4 in each case will be incorporated into chapter II. of the Final Terms, and the empty spaces and placeholders will be filled in and the relevant options selected.

8.2.1. Product Conditions for Tracker Certificates

| Type of Security | Tracker Certificates [Quanto] [with Coupon] [with conditional Bonus Payment] [with triparty collateral management (TCM)] |
| Settlement Currency | of the Securities shall be ●. [All references to ● should be understood as references to [insert details of the Currency: ●].] |
| Offer Size ([up to]) | ● [in the case of an increase of issue, additionally:, which shall be consolidated with the outstanding Securities ([ISIN ● / WKN ● / Valor ●] issued on [insert issue date of the Original Securities: ●] [(and increased on [list earlier increases of issue, where applicable: ●]) and form a single issue within the meaning of section 13 of the General Conditions (corresponding to a total offer size of ●).]] |
| Issue Date | ● |
| Fixing Date | ● |
| Valuation Date | ● |
| If the Valuation Date is not an Exchange Day, it shall be postponed [with respect to the Basket Constituent concerned] to [the next following Exchange Day] [insert modified provision, where applicable: ●]. |

[insert only in case of Italian Uncertificated Certificates:

| Expiry Date (Data di Scadenza) | [shall mean the Valuation Date.] [[●] Business Days following the Valuation Date.] [●]] |
| Maturity Date | ● |

Term

The Term of the Securities shall begin on the Issue Date (inclusive) and shall end – subject to extraordinary termination by the Issuer pursuant to section 6 of the General Conditions [Securities with triparty collateral management (TCM): and subject to the occurrence of a Liquidation Event pursuant to section 15 of the General Conditions] – on the Valuation Date.

Product Features

means the Underlying[,] [the Strike and the Initial Price of the Underlying][,] [and] the Ratio [,] [and] [the Bonus Threshold][,] [and] the Management Fee [,] [and] the Performance Fee] [,] [and the Quanto Interest Rate].

Underlying

[insert description of the Underlying: ●]

[In the case of shares, securities representing shares (ADRs or GDRs), other dividend-bearing securities and indices as the Underlying, insert:

[ISIN Underlying: ●]
[[Bloomberg][●] symbol: ●]
[Reference Agent: ●]
[Derivatives Exchange: ●]
[Currency: ●]]
[In the case of proprietary **Vontobel Strategy Indices** as the Underlying, insert additionally:

- Index Sponsor: •
- Index Calculation Agent: [Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland] • (also Reference Agent in addition).]

[In the case of **indices** as the Underlying, insert additionally:

For the purposes of the Terms and Conditions, one index point corresponds to one unit of the Currency of the Underlying.]

[In the case of **bonds** as the Underlying, insert:

- [ISIN Underlying: •]
- [[Bloomberg] • symbol: •]
- [Reference Agent: •]
- [Derivatives Exchange: •]
- [Valuation Time: •]
- [Currency: •]]

[In the case of **commodities** as the Underlying, insert:

- [ISIN Underlying: •]
- [[Bloomberg] • symbol: •]
- [Unit of measurement: •]
- [Reference Agent: •]
- [Valuation Time: •]
- [Currency: •]]

[In the case of **futures or interest rate futures** as the Underlying, insert:

- [ISIN Underlying: •]
- [[Bloomberg] • symbol: •]
- [Reference Agent: •]
- [Derivatives Exchange: •]
- [Currency: •]

[In the case of **interest rate futures** as the Underlying, insert additionally:

For the purposes of the Terms and Conditions, one percentage point in the pricing of the Underlying by the Reference Agent corresponds to one unit of the Currency of the Underlying.]]

[In the case of **exchange rates** as the Underlying, insert:

- [ISIN Underlying: •]
- [[Bloomberg] • symbol: •]
- [Base Currency / Strike Currency: •]
- [Reference Agent: •]
- [Reference Page: •]
- [Valuation Time: •]
- [The "Currency of the Underlying" corresponds to the Strike Currency.]]

[In the case of **interest rates** as the Underlying, insert:

- [ISIN Underlying: •]
In the case of investment units as the Underlying, insert:

- [ISIN Underlying: •]
- [[Bloomberg][●] symbol: •]
- [Reference Agent: •]
- [Currency: •]

In the case of virtual currencies as the Underlying, insert:

- [ISIN Underlying: •]
- [[Bloomberg][●] Symbol: •]
- [Base Currency / Strike Currency: •]
- [Reference Agents: •]
- [Reference Page: •]

[The "Currency of the Underlying" corresponds to the Strike Currency.]

All references to ● should be understood as references to [insert details of the Currency: ●].

Initial Reference Price

- [in the case of futures or interest rate futures as the Underlying, insert additionally where applicable:

Underlying on the Issue Date]

- [[Bloomberg][●] Symbol: •]

On each Rollover Date a Rollover procedure shall be carried out whereby the Issuer replaces the respective Current Underlying with another Underlying (future) which, except for the expiry date which is further in the future, has the same or comparable contract specifications.

The "Current Underlying" from the Issue Date until the first Rollover Date means the "Underlying on the Issue Date", as specified above. On the first Rollover Date this Underlying shall lose its validity and shall be replaced by the Underlying falling due on the Reference Agent in the next following Rollover Month. On each subsequent Rollover Date, the Current Underlying shall be replaced analogously by the underlying contract falling due on the Reference Agent in the next following Rollover Month.] [insert modified provision relating to the Rollover, where applicable: •]

[shall be determined in each case by the Calculation Agent in its reasonable discretion [for Securities subject to German law (sections 315, 317 BGB)] and shall fall within a period of ten trading days prior to the last trading day of the Current Underlying on the Reference Agent. [In the event that the first notice day of the Current Underlying is before its last trading day, the period for the Rollover Date shall begin ten trading days prior to the first notice day and shall end with the last trading day of the Current Underlying.]] [insert alternative definition of a Rollover Date: •]
[in the case of futures or interest rate futures as the Underlying, insert additionally:]

Rollover Month(s) means [insert corresponding contract months: ●] [each contract month defined in relation to the Underlying on the Reference Agent].

[Initial Price of the Underlying]

[Strike]

[Ratio]

Redemption Style Payment (Cash Settlement)

Cash Amount The Cash Amount (section 3 of the General Conditions) shall be calculated

[from the Reference Price of the Underlying on the Valuation Date [in the case of a Ratio expressed as a fraction, insert: divided by the] [in the case of a Ratio expressed as a number, insert: multiplied by the] Ratio, less the Management Fee [and the Performance Fee] [and the Quanto Interest Rate].]

[from the Strike multiplied by [the Ratio and] the Performance of the Underlying.]

[from the Initial Price of the Underlying multiplied by [the Ratio and] the Performance of the Underlying.]

[insert additionally formula for the calculation of the Cash Amount, where applicable: ●]

The Cash Amount cannot be negative. A calculated value that is negative results in a Cash Amount of zero.

[If the Currency of the Underlying [or of the Basket Constituents] is different from the Settlement Currency of the Securities, the Cash Amount shall be converted into the Settlement Currency of the Securities in accordance with the relevant Conversion Rate.]

[Performance]

[The Performance on the Valuation Date corresponds to the Performance of the Underlying [adjusted for the Management Fee[, ] [and the Performance Fee] [and the Quanto Interest Rate]], and shall be calculated in accordance with the following formula:

\[
\text{Performance} = \prod _{t} \left( \frac{B_{t}}{B_{t-1}} - \text{Fee} \cdot \frac{d_{t}}{360} \right)
\]

where:

\( t \) is the number of [Exchange Days][insert alternative relevant days, where applicable: ●] that have elapsed since the Issue Date;

\( B_{t} \) is the Reference Price of the Underlying on [Exchange Day][●] t;

\( B_{0} \) is the Initial Price of the Underlying;

\( \text{Fee} \) is the [Management Fee applicable for [Exchange Day][●] t] [total of the Management Fee applicable for [Exchange Day][●] t] [and the Performance Fee] and of the applicable Quanto Interest Rate];

\( d_{t} \) is the number of calendar days between [Exchange Days][●] t-1 and t.]

[of the respective Underlying shall correspond to the quotient of (i) the Reference Price of the respective Underlying on the [Valuation Date][●] and (ii) the [Strike][initial reference price] [●] of the respective Underlying, expressed as a percentage.]

[insert alternative calculation of the Performance, where applicable: [●]]
**Management Fee**

The Management Fee shall be initially equal to [●] on the Issue Date. The Management Fee may be adjusted in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent with effect in each case as of ●, but may not exceed the Maximum Management Fee. Any such adjustment shall be notified at least one (1) month prior to becoming effective pursuant to section 12 of the General Conditions.

Maximum Management Fee: ●

**Performance Fee**

The Index Sponsor may receive a Performance Fee, the amount of which depends on the performance of the Underlying [compared to the highest peak in value that the Underlying has reached (watermark) [compared to the highest peak in value that the Underlying has reached in the current year (watermark) exceeding [● % p.a.] [the ●] [the performance of ●].]

**Quanto Interest Rate**

The Quanto Interest Rate will be determined initially on the Fixing Date in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent. The Calculation Agent shall be entitled to adjust the Quanto Interest Rate on each [Exchange Day] with effect for the future in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), if there is an increase or reduction in the Issuer's costs (or those of its affiliated companies) in connection with hedging the currency risks. The initial determination and all adjustments shall be notified pursuant to section 12 of the General Conditions.

---

**Bonus Payment Type**

Conditional Bonus Payment. The provisions of section 13 (1) of the General Terms and Conditions for Conditional Bonus Payments shall apply.

**Bonus Event**

A Bonus Event shall occur if

- the [Reference Price] [Observation Price] of the Underlying is [equal to or] higher than the [relevant] Bonus Threshold [(n)] [at least once] on an Observation Date [(n)].

**Bonus Threshold [(n)]**

[●] means the Bonus Threshold (n) allocated to the respective Observation Date (n), as listed below: [insert table].

**Observation Date [(n)]**

[●] means each Exchange Day beginning from the ● and ending with the [Valuation Date] (inclusive in each case). If an Observation Date is not an Exchange Day, it shall be postponed to [the next following Exchange Day] [insert modified provision, where applicable: ●].

**Bonus Amount [(n)]**

[●] means the Bonus Amount (n) allocated to the respective Observation Date (n), as listed below: [insert table].

**Bonus Payment Date [(n)]**

[●] means the Bonus Payment Date (n) allocated to the respective Observation Date (n), as listed below: [insert table].

---

**Bonus Payment Type**

Unconditional Bonus Payment. The provisions of section 13 (1) of the General Conditions for Unconditional Bonus Payments shall apply.

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**Conditional Bonus Payment**

The provisions of section 13 (1) of the General Terms and Conditions for Conditional Bonus Payments shall apply.

**Unconditional Bonus Payment**

The provisions of section 13 (1) of the General Conditions for Unconditional Bonus Payments shall apply.
Bonus Event

[Bonus Record Date [(n)]

[Bonus Amount [(n)]]

[Bonus Payment Date [(n)]]

[means the Bonus Record Date (n) allocated to the respective Observation Date (n), as listed below: [insert table].]

Interest Type [Fixed Interest] [Variable Interest]

Interest Commencement Date

Interest Payment Date(s):

Business Day Convention [following] [modified following], [adjusted] [unadjusted]

Interest Calculation Method [30/360] [act/360] [act/365] [act/act]

[for fixed interest, insert:

Interest Rate [●]

[for variable interest, insert:

Reference Interest Rate [insert name / description / identification: ●]

Screen Page: ●

[Spread ●]

[Multiplication Factor ●]

[Floor ●]

[Cap ●]

Interest Determination Date shall refer to the [● Business Day preceding the [start] [end]] [first day] of the respective Interest Period.]

Reference Price

The Reference Price shall be the relevant rate, price or level of the Underlying for the purpose of determining and calculating the redemption of the Securities and shall be determined as follows:

Reference Price means

[In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as the Underlying, insert:

the closing price of the Underlying determined and published by the Reference Agent.]
[In the case of *bonds* as the Underlying, insert:]

[(a) the value of the Underlying determined and published as the closing price on the Reference Agent]

[(a) the price of the Underlying displayed on page [screen page ●] at the Valuation Time [and obtainable from there]]

[, and (b) in the absence of such price display, the arithmetical mean of the [bid prices] [offer prices] for the Underlying determined and notified at the request of the Calculation Agent by 5 leading market participants that are not affiliated companies of the Issuer or of the Calculation Agent]

[, and with the addition of interest accrued on the Underlying (if the interest is not included in the price determined)].]

[In the case of *commodities* as the Underlying, insert:]

the price of the Underlying determined by the Reference Agent [at the Valuation Time].] [insert specific description of the relevant fixing for the commodity: ●].]

[In the case of *futures* or *interest rate futures* as the Underlying, insert:]

the settlement price of the Underlying determined and published on the Reference Agent.]

[In the case of *exchange rates* as the Underlying, insert:]

[the exchange rate determined by the Reference Agent at the Valuation Time and then published on the Reference Page. If the Base Currency of the Underlying (as specified above under "Underlying") is not EUR (euros), then the Calculation Agent shall calculate the Reference Price by dividing the respective exchange rate between EUR and the Strike Currency determined by the Reference Agent at the Valuation Time by the exchange rate between EUR and the Base Currency.]

[the price of the Underlying on the international interbank market at the Valuation Time determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the bid and offer prices [in the Reuters Monitor Service System] [on the corresponding screen page of the Bloomberg financial information service] [screen page ●].]]

[In the case of *interest rates* as the Underlying, insert:]

the interest rate [determined by the Reference Agent and] published on the Reference Page [at the Valuation Time].]

[In the case of *investment units* as the Underlying, insert:]

the value of the Underlying determined and published by the Reference Agent.]

[In the case of *virtual currencies* as the Underlying, insert:]

the price of the [Underlying][Basket Constituent] determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the prices set for the [Underlying][Basket Constituent] on the Reference Agents during the Valuation Date.]

[insert modified provision relating to the determination of the Reference Price, where applicable: ●]
Exchange Day

[In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as the Underlying, insert:
A day on which trading in the Underlying takes place on the Reference Agent.]

[In the case of indices as the Underlying, insert:
A day on which the Underlying is calculated by the Reference Agent.]

[In the case of bonds as the Underlying, insert:
A day on which [trading in the Underlying takes place on the Reference Agent] [bid and offer prices for the Underlying are set by at least 3 leading market participants].]

[In the case of commodities as the Underlying, insert:
A day on which the interbank market for the Underlying is open and on which a price for the Underlying is calculated by the Reference Agent.]

[In the case of futures or interest rate futures as the Underlying, insert:
A day on which trading in the Underlying takes place on the Reference Agent.]

[In the case of exchange rates as the Underlying, insert:
A day on which the Reference Agent normally fixes a price for the Underlying.]

[In the case of interest rates as the Underlying, insert:
A day on which the Reference Agent normally fixes a price for the Underlying.]

[In the case of investment units as the Underlying, insert:
A day on which the value of the Underlying is normally determined by the respective Reference Agent.]

[In the case of virtual currencies as the Underlying, insert:
A day on which the Reference Agents normally determine a price for the Underlying.]

[insert modified definition of Exchange Day, where applicable: ●]

Ordinary Right of Termination of the Issuer

The Ordinary Right of Termination of the Issuer pursuant to section 5 of the General Conditions shall not apply.

Extraordinary Right of Termination of the Issuer

Applicable ([excluding][including] Hedging Disruption Events)

[●]

[If the Index Sponsor proposes to the Index Calculation Agent a Partial Liquidation (as described in the respective Underlying’s index guide), the Issuer shall determine an Early Partial Redemption to the holders of Strategic Certificates by publication on an Announcement Date. The Partial Redemption Amount per Security corresponds to the Partial Liquidation Amount as determined by the Index Calculation Agent for the Underlying for the relevant Partial Liquidation Effective Date, multiplied by the Ratio, and converted into the Reference Currency at the relevant Conversion Rate on such day. The Issuer may deviate from the Partial Liquidation Amount in order to]
take into account regulatory or administrative measures or changes, e. g. changes in tax rates or changes in tax laws, which may affect payment, withholding taxes or other fees or deductions.

Security Holders on the Partial Liquidation Effective Date will receive the Partial Redemption Amount on the Partial Redemption Date:

Partial Redemption Date: [5][●] Bank Business Days after the respective Partial Liquidation Effective Date.

Announcement Date, Partial Liquidation Amount, and Partial Liquidation Effective Date shall have the meaning as set out in the Underlying’s index guide.]

Currency Conversion

[if currency hedging (Quanto) is not provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency in accordance with the Conversion Rate.

"Conversion Rate" means

[the relevant conversion rate as determined for the Valuation Date by Bloomberg L.P. at around 2:00 p.m. (local time in Frankfurt am Main) and published on the web page http://www.bloomberg.com/markets/currencies/fx-fixings.]

[the respective interbank conversion rate between the currency of the Basket Constituent and the Currency of the Underlying or the Settlement Currency, as applicable, determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) at the time of determination of the Reference Price of a Basket Constituent.]

[insert different definition of the conversion rate, where applicable: ●]

[insert additionally, where applicable: If such conversion rate is not determined or published or if the method of calculation of such conversion rate is materially modified or the normal publication time is changed by more than 30 minutes, the Calculation Agent shall determine the Conversion Rate applicable on the Valuation Date at the time of determination of the Reference Price in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).]]

[if currency hedging (Quanto) is provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency. The conversion shall use a Conversion Rate of 1:1, i.e. one unit of the [Currency of the Underlying] shall correspond to one unit of the Settlement Currency of the Security ("Quanto Structure").]

Registry Type

[German Global Certificates]
[Swiss Uncertified Securities]
[Italian Uncertificated Certificates]
[Danish Uncertificated Securities]
[Dutch Uncertificated Securities]
[Finnish Registered Securities]
[French Dematerialized Bearer Securities]
[Norwegian Registered Securities]
[Swedish Registered Securities]

Guarantor

[Vontobel Holding AG, Zurich (the Swiss Guarantor)]
[Bank Vontobel Europe AG, Munich (the German Guarantor)]
Applicable Adjustment and Market Disruption Provisions

The rules for Adjustments and Market Disruption Events specified in section 6 and section 7 of the General Conditions for [shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities], [and] [indices], [and] [bonds], [and] [commodities], [and] [futures or interest rate futures], [and] [exchange rates], [and] [interest rates], [and] [investment units] and [virtual currencies] shall apply to this Security.

Securities with triparty collateral management (TCM)

[The Securities will not be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall not be applicable.]

[The Securities will be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall be applicable.]
### 8.2.2. Product Conditions for Open-End Tracker Certificates

| Type of Security                              | Open-End Tracker Certificates [Quanto] [with Coupon] [with conditional Bonus Payment] [with triparty collateral management (TCM)] |
| Settlement Currency                           | of the Securities shall be ●. [All references to ● should be understood as references to [insert details of the Currency: ●].] |
| Offer Size [(up to)]                          | ● [in the case of an increase of issue, additionally]: which shall be consolidated with the outstanding Securities (ISIN ● / WKN ● / Valor ●) issued on [insert issue date of the Original Securities: ●] [(and increased on [list earlier increases of issue, where applicable: ●]) and form a single issue within the meaning of section 14 of the General Conditions [corresponding to a total offer size of ●].] |
| Issue Date                                    | ● |
| Fixing Date                                   | ● |
| Valuation Date                                | shall mean (a) in each case in the event of effective exercise by the Security Holder, an Exercise Date on which the Security Right is exercised effectively by the Security Holder in accordance with section 4 of the General Conditions; (b) in the event of Ordinary Termination by the Issuer pursuant to section 5 of the General Conditions, the Ordinary Termination Date in accordance with section 5 (2) of the General Conditions. [If (i) the Valuation Date is not an Exchange Day or (ii) in the event of exercise by the Security Holder, the Exercise Notice is not received by the Exercise Agent until after the Reference Price has been determined by the Reference Agent on the Valuation Date, then the Valuation Date shall be postponed to the next following Exchange Day] [insert modified provision, where applicable: ●]. |
| Expiry Date (Data di Scadenza)                | [shall mean the Valuation Date.] [[●] Business Days following the Valuation Date.] [●]] |
| Maturity Date                                 | [●] [means the fifth Business Day after the Valuation Date.] |
| Term                                          | The Term of the Securities shall begin on the Issue Date and, subject to ordinary or extraordinary termination by the Issuer [Securities with triparty collateral management (TCM): and subject to the occurrence of a Liquidation Event pursuant to section 14 of the General Conditions], shall be indefinite (open-end). |
| Product Features                              | means the Underlying[,] [the Strike and the Initial Price of the Underlying[,] [and the Ratio] [,] [and] [the Bonus Threshold] [,] [and] [the Management Fee] [,] [and] [the Performance Fee] [, and the Quanto Interest Rate]. |
| Underlying                                    | [insert description of the Underlying: ●] |

[In the case of shares, securities representing shares (ADRs or GDRs), other dividend-bearing securities and indices as the Underlying, insert:

[ISIN Underlying: ●]  
[[Bloomberg][●] symbol: ●]  
[Reference Agent: ●]  
[Derivatives Exchange: ●] ]
In the case of proprietary Vontobel Strategy Indices as the Underlying, insert additionally:

Index Sponsor:

Index Calculation Agent: [Bank Vontobel AG, Gotthardstrasse 43, 8002 Zurich, Switzerland] (also Reference Agent in addition)

In the case of indices as the Underlying, insert additionally:

For the purposes of the Terms and Conditions, one index point corresponds to one unit of the Currency of the Underlying.

In the case of bonds as the Underlying, insert:

ISIN Underlying:

[Bloomberg] symbol:

Reference Agent:

Derivatives Exchange:

Valuation Time:

Currency:

In the case of commodities as the Underlying, insert:

ISIN Underlying:

[Bloomberg] symbol:

Unit of measurement:

Reference Agent:

Valuation Time:

Currency:

In the case of futures or interest rate futures as the Underlying, insert:

ISIN Underlying:

[Bloomberg] symbol:

Reference Agent:

Derivatives Exchange:

Currency:

In the case of interest rate futures as the Underlying, insert additionally:

For the purposes of the Terms and Conditions, one percentage point in the pricing of the Underlying by the Reference Agent corresponds to one unit of the Currency of the Underlying.

In the case of exchange rates as the Underlying, insert:

ISIN Underlying:

[Bloomberg] symbol:

Base Currency / Strike Currency:

Reference Agent:

Reference Page:

Valuation Time:

The "Currency of the Underlying" corresponds to the Strike Currency.

In the case of interest rates as the Underlying, insert:

ISIN Underlying:
In the case of investment units as the Underlying, insert:

[ISIN Underlying: ⚫]
[[Bloomberg][●] symbol: ⚫]
[Reference Agent: ⚫]
[Currency: ⚫]

In the case of virtual currencies as the Underlying, insert:

[ISIN Underlying: ⚫]
[[Bloomberg][●] Symbol: ⚫]
[Base Currency / Strike Currency: ⚫]
[Reference Agents: ⚫]
[Reference Page: ⚫]

[The “Currency of the Underlying” corresponds to the Strike Currency.]

[All references to ● should be understood as references to [insert details of the Currency: ⚫].]

[Initial Reference Price ⚫]

[In the case of futures or interest rate futures as the Underlying, insert additionally where applicable:

Underlying on the Issue Date ⚫]

[[Bloomberg][●] Symbol: ●]

[On each Rollover Date a Rollover procedure shall be carried out whereby the Issuer replaces the respective Current Underlying with another Underlying (future) which, except for the expiry date which is further in the future, has the same or comparable contract specifications.

The “Current Underlying” from the Issue Date until the first Rollover Date means the “Underlying on the Issue Date”, as specified above. On the first Rollover Date this Underlying shall lose its validity and shall be replaced by the Underlying falling due on the Reference Agent in the next following Rollover Month. On each subsequent Rollover Date, the Current Underlying shall be replaced analogously by the underlying contract falling due on the Reference Agent in the next following Rollover Month. [insert modified provision relating to the Rollover, where applicable: ●]]
Rollover Month(s)

means [insert corresponding contract months: ●] [each contract month defined in relation to the Underlying on the Reference Agent].

[Initial Price of the Underlying ●]

[Strike ●]

[Ratio ● in the case of futures or interest rate futures as the Underlying, insert additionally where applicable: On each Rollover Date the current Ratio shall be adjusted in accordance with the following formula: [insert calculation method: ●.]]

Redemption Style Payment (Cash Settlement)

Cash Amount The Cash Amount (section 3 of the General Conditions) shall be calculated [from the Reference Price of the Underlying on the Valuation Date [in the case of a Ratio expressed as a fraction, insert: divided by the] [in the case of a Ratio expressed as a number, insert: multiplied by the] Ratio, less the Management Fee [●] [and] the Performance Fee [●] and the Quanto Interest Rate.]

[from the Strike multiplied by [the Ratio and] the Performance of the Underlying.]

[from the Initial Price of the Underlying multiplied by [the Ratio and] the Performance of the Underlying.]

[insert additionally formula for the calculation of the Cash Amount, where applicable: ●]

The Cash Amount cannot be negative. A calculated value that is negative results in a Cash Amount of zero.

[If the Currency of the Underlying [or of the Basket Constituents] is different from the Settlement Currency of the Securities, the Cash Amount shall be converted into the Settlement Currency of the Securities in accordance with the relevant Conversion Rate.]

[Performance The Performance on the Valuation Date corresponds to the Performance of the Underlying [adjusted for the Management Fee [●] [and] the Performance Fee [●] and the Quanto Interest Rate], and shall be calculated in accordance with the following formula:

\[
Performance = \prod_{t} \left( \frac{B_t}{B_{t-1}} - Fee \cdot \frac{d_t}{360} \right)
\]

where:

\(t\) is the number of [Exchange Days][insert alternative relevant days, where applicable: ●] that have elapsed since the Issue Date;

\(B_t\) is the Reference Price of the Underlying on [Exchange Day][●] \(t\);

\(B_0\) is the Initial Price of the Underlying;

\(Fee\) is the [Management Fee applicable for [Exchange Day][●] \(t\) [total of the Management Fee applicable for [Exchange Day][●] \(t\) [●] [and] the Performance Fee and of the applicable Quanto Interest Rate];

\(d_t\) is the number of calendar days between [Exchange Days][●] \(t-1\) and \(t\);[of the respective Underlying shall correspond to the quotient of (i) the Reference Price of the respective Underlying on the [Valuation Date][●] and (ii) the [Strike][initial reference price][●] of the respective Underlying, expressed as a percentage.]

[insert alternative calculation of the Performance, where applicable: [●]]

[Management Fee [●]]
[The Management Fee shall be initially equal to [●] on the Issue Date. The Management Fee may be adjusted in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent with effect in each case as of ●, but may not exceed the Maximum Management Fee. Any such adjustment shall be notified at least one (1) month prior to becoming effective pursuant to section 12 of the General Conditions.

Maximum Management Fee: ●.]

[Performance Fee

[●]

[The Index Sponsor may receive a Performance Fee, the amount of which depends on the performance of the Underlying [compared to the highest peak in value that the Underlying has reached (watermark)] [compared to the highest peak in value that the Underlying has reached in the current year (watermark)] [exceeding [●% p.a.] [the ●] [the performance of ●].]

[Quanto Interest Rate

[●]

[The Quanto Interest Rate will be determined initially on the Fixing Date in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent. The Calculation Agent shall be entitled to adjust the Quanto Interest Rate on each [Exchange Day] [●] with effect for the future in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), if there is an increase or reduction in the Issuer’s costs (or those of its affiliated companies) in connection with hedging the currency risks. The initial determination and all adjustments shall be notified pursuant to section 12 of the General Conditions.]

[in the event that Conditional Bonus Payments are provided for (section 13 (1) of the General Conditions), insert:

<table>
<thead>
<tr>
<th>Bonus Payment Type</th>
<th>Conditional Bonus Payment. The provisions of section 13 (1) of the General Terms and Conditions for Conditional Bonus Payments shall apply.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonus Event</td>
<td>A Bonus Event shall occur if</td>
</tr>
<tr>
<td></td>
<td>[the [Reference Price] [Observation Price] of the Underlying is [equal to or] higher than the [relevant] Bonus Threshold [[n]] [at least once] on an Observation Date [[n]].]</td>
</tr>
<tr>
<td></td>
<td>[insert alternative provision for the occurrence of a Bonus Event, where applicable: ●]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bonus Threshold [[n]]</th>
<th>[●] [means the Bonus Threshold (n) allocated to the respective Observation Date (n), as listed below: [insert table].]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Observation Date [[n]]</td>
<td>[●] [means each Exchange Day beginning from the ● and ending with the [Valuation Date][insert different date, where applicable: ●] (inclusive in each case)].</td>
</tr>
<tr>
<td></td>
<td>[If an Observation Date is not an Exchange Day, it shall be postponed to [the next following Exchange Day] [insert modified provision, where applicable: ●].]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bonus Amount [[n]]</th>
<th>[●] [insert in the case of Conditional Bonus Payments, where applicable: means the Bonus Amount (n) allocated to the respective Observation Date (n), as listed below: [insert table].] [insert calculation formula, where applicable: ; expressed as a formula: ●]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonus Payment Date [[n]]</td>
<td>[●] [insert in the case of Conditional Bonus Payments, where applicable: means the Bonus Payment Date (n) allocated to the respective Observation Date (n), as listed below: [insert table].]]</td>
</tr>
</tbody>
</table>

[in the event that Unconditional Bonus Payments are provided for (section 13 (1) of the General Conditions), insert:

<table>
<thead>
<tr>
<th>Bonus Payment Type</th>
<th>Unconditional Bonus Payment. The provisions of section 13 (1) of the General Conditions for Unconditional Bonus Payments shall apply.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonus Event</td>
<td>●</td>
</tr>
<tr>
<td>Bonus Record Date [(n)]</td>
<td>●</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Bonus Amount [(n)]</td>
<td>●</td>
</tr>
<tr>
<td>Bonus Payment Date [(n)]</td>
<td>●</td>
</tr>
</tbody>
</table>

(in the event that interest is payable (section 13 (2) to (5) of the General Conditions), insert:

<table>
<thead>
<tr>
<th>Interest Type</th>
<th>[Fixed Interest] [Variable Interest]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Commencement Date</td>
<td>●</td>
</tr>
<tr>
<td>Interest Payment Date(s)</td>
<td>●</td>
</tr>
<tr>
<td>Business Day Convention</td>
<td>[following] [modified following], [adjusted] [unadjusted]</td>
</tr>
<tr>
<td>Interest Calculation Method</td>
<td>[30/360] [act/360] [act/365] [act/act]</td>
</tr>
</tbody>
</table>

(for fixed interest, insert:

| Interest Rate                  |  ●                                   |

(for variable interest, insert:

| Reference Interest Rate        |  [insert name / description / identification: ●] |
| Screen Page                    |  ●                                   |
| Spread                         |  ●                                   |
| [Multiplication Factor]        |  ●                                   |
| [Floor]                        |  ●                                   |
| [Cap]                          |  ●                                   |
| Interest Determination Date    |  shall refer to the [● Business Day preceding the [start] [end]] [first day] of the respective Interest Period.] |

Reference Price

The Reference Price shall be the relevant rate, price or level of the Underlying for the purpose of determining and calculating the redemption of the Securities and shall be determined as follows:

Reference Price means

[in the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as the Underlying, insert:

the closing price of the Underlying determined and published by the Reference Agent.]

[in the case of indices as the Underlying, insert:

the closing price of the Underlying determined and published by the Reference Agent.]

[in the case of bonds as the Underlying, insert:
[(a) the value of the Underlying determined and published as the closing price on the Reference Agent]

[(a) the price of the Underlying displayed on page [screen page •] at the Valuation Time and obtainable from there]]

[, and (b) in the absence of such price display, the arithmetical mean of the [bid prices] [offer prices] for the Underlying determined and notified at the request of the Calculation Agent by 5 leading market participants that are not affiliated companies of the Issuer or of the Calculation Agent]

[, and with the addition of interest accrued on the Underlying (if the interest is not included in the price determined)].]

In the case of commodities as the Underlying, insert:
the price of the Underlying determined by the Reference Agent [at the Valuation Time].] [insert specific description of the relevant fixing for the commodity: •].]

In the case of futures or interest rate futures as the Underlying, insert:
the settlement price of the Underlying determined and published on the Reference Agent.]

In the case of exchange rates as the Underlying, insert:
the exchange rate determined by the Reference Agent at the Valuation Time and then published on the Reference Page. If the Base Currency of the Underlying (as specified above under "Underlying") is not EUR (euros), then the Calculation Agent shall calculate the Reference Price by dividing the respective exchange rate between EUR and the Strike Currency determined by the Reference Agent at the Valuation Time by the exchange rate between EUR and the Base Currency.]

the price of the Underlying on the international interbank market at the Valuation Time determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the bid and offer prices [in the Reuters Monitor Service System] [on the corresponding screen page of the Bloomberg financial information service] [screen page •].]]

In the case of interest rates as the Underlying, insert:
the interest rate [determined by the Reference Agent and] published on the Reference Page [at the Valuation Time].]

In the case of investment units as the Underlying, insert:
the value of the Underlying determined and published by the Reference Agent.]

In the case of virtual currencies as the Underlying, insert:
the price of the [Underlying][Basket Constituent] determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the prices set for the [Underlying][Basket Constituent] on the Reference Agents during the Valuation Date.]

[insert modified provision relating to the determination of the Reference Price, where applicable: •]
Exchange Day

[In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as the Underlying, insert:]
A day on which trading in the Underlying takes place on the Reference Agent.]

[In the case of indices as the Underlying, insert:]
A day on which the Underlying is calculated by the Reference Agent.]

[In the case of bonds as the Underlying, insert:]
A day on which [trading in the Underlying takes place on the Reference Agent] [bid and offer prices for the Underlying are set by at least 3 leading market participants].]

[In the case of commodities as the Underlying, insert:]
A day on which the interbank market for the Underlying is open and on which a price for the Underlying is calculated by the Reference Agent.]

[In the case of futures or interest rate futures as the Underlying, insert:]
A day on which trading in the Underlying takes place on the Reference Agent.]

[In the case of exchange rates as the Underlying, insert:]
A day on which the Reference Agent normally fixes a price for the Underlying.]

[In the case of interest rates as the Underlying, insert:]
A day on which the Reference Agent normally fixes a price for the Underlying.]

[In the case of investment units as the Underlying, insert:]
A day on which the value of the Underlying is normally determined by the respective Reference Agent.]

[In the case of virtual currencies as the Underlying, insert:]
A day on which the Reference Agents normally determine a price for the Underlying.]

[insert modified definition of Exchange Day, where applicable: ●]

Exercise Right of the Security Holder
The Exercise Right of the Security Holder shall apply. The Security Holder may redeem the Securities from the First Exercise Date onward in accordance with section 4 of the General Conditions in conjunction with the Product Conditions.

The exercise of the Security Right shall give the Security Holder the right to the payment of the Cash Amount by the Issuer.

Exercise Agent
means [Bank Vontobel AG, Corporate Actions, Gotthardstrasse 43, 8002 Zurich, Switzerland] [●]

Telephone: [+41 (0)58 283 74 69] [●]

Fax: [+41 (0)58 283 51 60] [●]

Exercise Record Date
means the [fifth (5th)] [●] Business Day prior to the respective Exercise Date.
First Exercise Date  ●

Exercise Date Each [●] from the First Exercise Date onward shall be an Exercise Date.

Minimum Exercise Number  ●

Ordinary Right of Termination of the Issuer The Ordinary Right of Termination of the Issuer pursuant to section 5 of the General Conditions shall apply.

Extraordinary Right of Termination of the Issuer Applicable ([excluding][including] Hedging Disruption Events)

First Termination Date  ●

Termination Dates Each [●] from the First Termination Date onward shall be a Termination Date.

Termination Record Date shall be [one (1)] [five (5)] [●] [calendar month[s]] [Business Day[s]] [●] prior to the relevant Termination Date.

[insert, if applicable, for proprietary indices as Underlying: Early Partial Redemption]

[If the Index Sponsor proposes to the Index Calculation Agent a Partial Liquidation (as described in the respective Underlying’s index guide), the Issuer shall determine an Early Partial Redemption to the holders of Strategic Certificates by publication on an Announcement Date. The Partial Redemption Amount per Security corresponds to the Partial Liquidation Amount as determined by the Index Calculation Agent for the Underlying for the relevant Partial Liquidation Effective Date, multiplied by the Ratio, and converted into the Reference Currency at the relevant Conversion Rate on such day. The Issuer may deviate from the Partial Liquidation Amount in order to take into account regulatory or administrative measures or changes, e. g. changes in tax rates or changes in tax laws, which may affect payment, withholding taxes or other fees or deductions.

Security Holders on the Partial Liquidation Effective Date will receive the Partial Redemption Amount on the Partial Redemption Date:

Partial Redemption Date: [5][●] Bank Business Days after the respective Partial Liquidation Effective Date.

Announcement Date, Partial Liquidation Amount, and Partial Liquidation Effective Date shall have the meaning as set out in the Underlying’s index guide.]

Currency Conversion [If currency hedging (Quanto) is not provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency in accordance with the Conversion Rate.

"Conversion Rate" means

[the relevant conversion rate as determined for the Valuation Date by Bloomberg L.P. at around 2:00 p.m. (local time in Frankfurt am Main) and published on the web page http://www.bloomberg.com/markets/currencies/fx-fixings. ]

[the respective interbank conversion rate between the currency of the Basket Constituent and the Currency of the Underlying or the Settlement Currency, as applicable, determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) at the time of determination of the Reference Price of a Basket Constituent.]

[insert different definition of the Conversion Rate, where applicable: ●]

[insert additionally, where applicable: If such conversion rate is not determined or published or if the method of calculation of such conversion rate is materially modified or the normal publication time is changed by more than 30 minutes, the Calculation Agent shall determine the Conversion Rate applicable on the Valuation Date at the time of]
determination of the Reference Price in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).]

[If currency hedging (Quanto) is provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency. The conversion shall use a Conversion Rate of 1:1, i.e. one unit of the [Currency of the Underlying][currency of the Basket Constituent] shall correspond to one unit of the Settlement Currency of the Security ("Quanto Structure").]

Registry Type
[German Global Certificates]
[Swiss Uncertified Securities]
[Italian Uncertificated Certificates]
[Danish Uncertificated Securities]
[Dutch Uncertificated Securities]
[Finnish Registered Securities]
[French Dematerialized Bearer Securities]
[Norwegian Registered Securities]
[Swedish Registered Securities]

Guarantor
[Vontobel Holding AG, Zurich (the Swiss Guarantor)]
[Bank Vontobel Europe AG, Munich (the German Guarantor)]

Applicable Adjustment and Market Disruption Provisions
The rules for Adjustments and Market Disruption Events specified in section 6 and section 7 of the General Conditions for [shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities][,][and][indices][,][and][bonds][,][and][commodities][,][and][futures or interest rate futures][,][and][exchange rates][,][and][interest rates][,][and][investment units][,][and][virtual currencies] shall apply to this Security.

Securities with triparty collateral management (TCM)
[The Securities will not be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall not be applicable.]
[The Securities will be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall be applicable.]
8.2.3. Product Conditions for Tracker Certificates linked to baskets

<table>
<thead>
<tr>
<th>Type of Security</th>
<th>Tracker Certificates [Quanto] [with triparty collateral management (TCM)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Settlement Currency</td>
<td>of the Securities shall be ●. [All references to ● should be understood as references to [insert details of the Currency: ●].]</td>
</tr>
<tr>
<td>Offer Size [(up to)]</td>
<td>● [in the case of an increase of issue, additionally,, which shall be consolidated with the outstanding Securities (ISIN ● / WKN ● / Valor ●) issued on [insert issue date of the Original Securities: ●] [(and increased on [list earlier increases of issue, where applicable: ●])] and form a single issue within the meaning of section 14 of the General Conditions (corresponding to a total offer size of ●).]</td>
</tr>
<tr>
<td>Issue Date</td>
<td>●</td>
</tr>
<tr>
<td>Fixing Date</td>
<td>●</td>
</tr>
<tr>
<td>Valuation Date</td>
<td>●</td>
</tr>
<tr>
<td></td>
<td>If the Valuation Date is not an Exchange Day, it shall be postponed [with respect to the Basket Constituent concerned] to [the next following Exchange Day] [insert modified provision, where applicable: ●].]</td>
</tr>
</tbody>
</table>

[insert only in case of Italian Uncertificated Certificates:]

| Expiry Date (Data di Scadenza) | [shall mean the Valuation Date.] [[●] Business Days following the Valuation Date.] [●]] |
| Maturity Date                  | ● |
| Term                           | The Term of the Securities shall begin on the Issue Date (inclusive) and shall end – subject to extraordinary termination by the Issuer pursuant to section 6 of the General Conditions [Securities with triparty collateral management (TCM): and subject to the occurrence of a Liquidation Event pursuant to section 14 of the General Conditions] – on the Valuation Date. |
| Product Features               | means the Underlying[.] [the Strike [and the Initial Price of the Underlying]](.) [and] the Ratio[](.) [and the Management Fee ] [and the Performance Fee] [and the Quanto Interest Rate]. |
| Underlying                     | [insert description of the Underlying (basket): ●] |

[In the case of Dynamic Baskets as the Underlying, insert details of the dynamic selection method and of the Underlyings: The [insert name of the Dynamic Basket as the Underlying] is a proprietary basket (Dynamic Basket), whose Basket Constituents are selected in accordance with a dynamic selection method. The selection method and the Basket Constituents are set out in chapter II. of the Final Terms “Information about the Underlying”.]

| Reference Agent:            | ● |
|                           | [Currency: ●]] |

[In the case of baskets (other than Dynamic Baskets) as the Underlying, insert the following defined terms next to each other and specify them for the Basket Constituent: The Underlying (basket) is composed of the following Basket Constituents:

<table>
<thead>
<tr>
<th>Basket Constituent</th>
<th>Weighting</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>
The number ("Number") shall be determined by the Calculation Agent on the Fixing Date for each Basket Constituent taking into account the Weighting of the respective Basket Constituents and based on an Initial Price of the Underlying of [insert currency of the Securities and amount: ●] and the Reference Prices of the respective Basket Constituents on the Fixing Date, expressed as a formula: Number = Weighting x Initial Price of the Underlying / Reference Price of the Basket Constituent. [insert alternative provision for the determination of the Number, where applicable: ●]

In the case of shares, securities representing shares (ADRs or GDRs), other dividend-bearing securities and indices as a Basket Constituent, insert the following defined terms and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Reference Agent, [Index Sponsor,] [Index Calculation Agent,] [Derivatives Exchange,] Currency

In the case of indices as a Basket Constituent, insert additionally:
For the purposes of the Terms and Conditions, one index point corresponds to one unit of the Currency of the Basket Constituent.

In the case of bonds as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Reference Agent, [Derivatives Exchange,] Valuation Time, Currency

In the case of commodities as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Unit of Measurement, Reference Agent, [Valuation Time,] Currency

In the case of futures or interest rate futures as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Reference Agent, [Derivatives Exchange,] Currency

In the case of interest rate futures as a Basket Constituent, insert additionally:
For the purposes of the Terms and Conditions, one percentage point in the pricing of the Basket Constituent by the Reference Agent corresponds to one unit of the Currency of the Basket Constituent.

In the case of exchange rates as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Base Currency / Strike Currency, Reference Agent, Reference Page, Valuation Time [The "Currency of the Underlying" corresponds to the Strike Currency.]

In the case of interest rates as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Reference Agent, [Reference Page,] [Valuation Time,] Currency

In the case of investment units as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Reference Agent, Currency

In the case of virtual currencies as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, Bloomberg Symbol, Base Currency / Strike Currency, Reference Agents, [Reference Page] [The "Currency of the Underlying" corresponds to the Strike Currency.]

[All references to ● should be understood as references to [insert details of the Currency: ●].]
Currency of the Underlying

Initial Reference Price

_in the case of futures or interest rate futures as a Basket Constituent, insert additionally where applicable:

Underlying on the Issue Date

_in the case of futures or interest rate futures as a Basket Constituent, insert additionally:

Current Underlying

On each Rollover Date a Rollover procedure shall be carried out whereby the Issuer replaces the respective Current Underlying with another Underlying (future) which, except for the expiry date which is further in the future, has the same or comparable contract specifications.

The "Current Underlying" from the Issue Date until the first Rollover Date means the "Underlying on the Issue Date", as specified above. On the first Rollover Date this Underlying shall lose its validity and shall be replaced by the Underlying falling due on the Reference Agent in the next following Rollover Month. On each subsequent Rollover Date, the Current Underlying shall be replaced analogously by the underlying contract falling due on the Reference Agent in the next following Rollover Month.

_in the case of futures or interest rate futures as a Basket Constituent, insert additionally:

Rollover Date

[shall be determined in each case by the Calculation Agent in its reasonable discretion [for Securities subject to German law (sections 315, 317 BGB)] and shall fall within a period of ten trading days prior to the last trading day of the Current Underlying on the Reference Agent. [In the event that the first notice day of the Current Underlying is before its last trading day, the period for the Rollover Date shall begin ten trading days prior to the first notice day and shall end with the last trading day of the Current Underlying.]] [insert alternative definition of a Rollover Date: ]

_in the case of futures or interest rate futures as a Basket Constituent, insert additionally:

Rollover Month(s)

means [insert corresponding contract months: ] [each contract month defined in relation to the Underlying on the Reference Agent].

Initial Price of the Underlying

[means the initial value of the Underlying (basket) on the Fixing Date and shall be equal to].

Strike

[i]

Ratio

[will not be specified until the Fixing Date and corresponds to the exchange rate between the Settlement Currency and the Currency of the Underlying (●/●) on the Fixing Date, as determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) on the basis of the inter-bank conversion rates on the Fixing Date.] [insert modified provision relating to the determination of the Ratio: ]

Redemption Style

Payment (Cash Settlement)

Cash Amount

The Cash Amount (section 3 of the General Conditions) shall be calculated from the total of the Reference Prices of the Basket Constituents on the Valuation Date, multiplied in each case by the corresponding Number of the Basket Constituents in the basket, all [in the case of a Ratio expressed as a fraction, insert: divided
by the) [in the case of a Ratio expressed as a number, insert: multiplied by the] Ratio[, less the Management Fee [,] [and] the Performance Fee [and the Quanto Interest Rate] [plus any cash component].]

[from the Strike multiplied by [the Ratio and] [the Performance of the Underlying] [the average Performance of the Basket Constituents] [plus any cash component].]

[from the Initial Price of the Underlying multiplied by [the Ratio and] [the Performance of the Underlying] [the average Performance of the Basket Constituents] [plus any cash component].]

[In the case of proprietary baskets as the Underlying, insert: from the Reference Price determined and published by the Calculation Agent on the Valuation Date [multiplied by] [the] Ratio].]

[insert additionally formula for the calculation of the Cash Amount, where applicable: ●]

The Cash Amount cannot be negative. A calculated value that is negative results in a Cash Amount of zero.

[If the Currency of the Underlying or of the Basket Constituents is different from the Settlement Currency of the Securities, the Cash Amount shall be converted into the Settlement Currency of the Securities in accordance with the relevant Conversion Rate.]

[Performance]

[The Performance on the Valuation Date corresponds to the Performance [of the Underlying] [of the respective Basket Constituent] [adjusted for the Management Fee [,] [and] the Performance Fee [and the Quanto Interest Rate]], and shall be calculated in accordance with the following formula:

\[
\text{Performance} = \prod_{t} \left( \frac{B_t}{B_{t-1}} - \text{Fee} \cdot \frac{d_t}{360} \right)
\]

where:

\( t \) is the number of [Exchange Days][insert alternative relevant days, where applicable: ●] that have elapsed since the Issue Date;

\( B_t \) is [the total of the Reference Prices of the Basket Constituents on [Exchange Day][●] t, in each case] [the Reference Price of the respective Basket Constituent on [Exchange Day][●] t] multiplied by the corresponding Number of the Basket Constituent in the basket;

\( B_0 \) is the Initial Price of the Underlying;

\( \text{Fee} \) is the [Management Fee applicable for [Exchange Day][●] t] [total of the Management Fee applicable for [Exchange Day][●] t [,] [and] the Performance Fee] [and of the applicable Quanto Interest Rate];

\( d_t \) is the number of calendar days between [Exchange Days][●] t-1 and t.]

[of the respective Underlying shall correspond to the quotient of (i) the Reference Price of the respective Underlying on the [Valuation Date][●] and (ii) the [Strike][initial reference price] [●] of the respective Underlying, expressed as a percentage.]

[insert alternative calculation of the Performance, where applicable: [●]]

[Management Fee]

[The Management Fee shall be initially equal to [●] on the Issue Date] ●. The Management Fee may be adjusted in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent with effect in each case as of ●, but may not exceed the Maximum Management Fee. Any such adjustment shall be notified at least one (1) month prior to becoming effective pursuant to section 12 of the General Conditions.

Maximum Management Fee: ●.]
[Performance Fee]

[The Index Sponsor may receive a Performance Fee, the amount of which depends on the performance of the Underlying [compared to the highest peak in value that the Underlying has reached (watermark)][compared to the highest peak in value that the Underlying has reached in the current year (watermark)][exceeding ▲ % p.a. [the ▲ [the performance of ▲].]

[Quanto Interest Rate]

[The Quanto Interest Rate will be determined initially on the Fixing Date in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent. The Calculation Agent shall be entitled to adjust the Quanto Interest Rate on each [Exchange Day][•] with effect for the future in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), if there is an increase or reduction in the Issuer's costs (or those of its affiliated companies) in connection with hedging the currency risks. The initial determination and all adjustments shall be notified pursuant to section 12 of the General Conditions.]

Reference Price

[For Reference Prices in the case of Dynamic Baskets, insert:]

The Reference Price shall be the relevant price or level of the Underlying for the purpose of determining and calculating the redemption of the Securities and shall be determined as follows:

Reference Price means the Valuation Price of the Underlying determined and published by the Reference Agent.

The Valuation Price of the Underlying ▲ is equal in principle to the total of the closing prices of the Basket Constituents on the respective exchanges determined by the Reference Agent on the relevant Valuation Date, taking into account their prospective weightings in the basket, converted where applicable into the Reference Currency.

However, the Calculation Agent shall be entitled, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), to specify a different Valuation Price of the Underlying if and to the extent that the closing price of a Basket Constituent determined by the Reference Agent does not adequately reflect the market price of the respective Basket Constituent on that Exchange Day, taking account in particular of the actual transactions in the Basket Constituent on the Reference Agent on that Exchange Day, in the sole discretion of the Calculation Agent (for Securities subject to German law, section 315 BGB).]

[For Reference Prices except in the case of Dynamic Baskets, insert:]

The Reference Price shall be the relevant rate, price or level of a Basket Constituent for the purpose of determining and calculating the redemption of the Securities and shall be determined as follows:

Reference Price means

In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as a Basket Constituent, insert:

the closing price of the Basket Constituent determined and published by the Reference Agent.

[generally the closing price of the Basket Constituent determined and published by the Reference Agent. However, the Calculation Agent shall be entitled, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), to specify a different Reference Price if and to the extent that the closing price of the Basket Constituent determined by the Reference Agent does not adequately reflect the market price of the respective Basket Constituent on that Exchange Day, taking
account in particular of the actual transactions in the Basket Constituent on the Reference Agent on that Exchange Day, in the sole discretion of the Calculation Agent (for Securities subject to German law, section 315 BGB).]

[In the case of indices as a Basket Constituent, insert:
the closing price of the Basket Constituent determined and published by the Reference Agent.]

[In the case of bonds as a Basket Constituent, insert:
[(a) the value of the Basket Constituent determined and published as the closing price on the Reference Agent]
[(a) the price of the Basket Constituent displayed on page [screen page ●] at the Valuation Time [and obtainable from there]]
[], and (b) in the absence of such price display, the arithmetical mean of the [bid prices] [offer prices] for the Basket Constituent determined and notified at the request of the Calculation Agent by 5 leading market participants that are not affiliated companies of the Issuer or of the Calculation Agent]
[], and with the addition of interest accrued on the Basket Constituent (if the interest is not included in the price determined)].]

[In the case of commodities as a Basket Constituent, insert:
the price of the Basket Constituent determined by the Reference Agent [at the Valuation Time].] [insert specific description of the relevant fixing for the commodity: ●].]

[In the case of futures or interest rate futures as a Basket Constituent, insert:
the settlement price of the Basket Constituent determined and published on the Reference Agent.]

[In the case of exchange rates as a Basket Constituent, insert:
[the exchange rate determined by the Reference Agent at the Valuation Time and then published on the Reference Page. If the Base Currency of the Underlying (as specified above under "Underlying") is not EUR (euros), then the Calculation Agent shall calculate the Reference Price by dividing the respective exchange rate between EUR and the Strike Currency determined by the Reference Agent at the Valuation Time by the exchange rate between EUR and the Base Currency.]
[the price of the Underlying on the international interbank market at the Valuation Time determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the bid and offer prices [in the Reuters Monitor Service System] [on the corresponding screen page of the [Bloomberg][●] financial information service] [screen page ●].]]

[In the case of interest rates as a Basket Constituent, insert:
the interest rate [determined by the Reference Agent and] published on the Reference Page [at the Valuation Time].]

[In the case of investment units as a Basket Constituent, insert:
the value of the Basket Constituent determined and published by the Reference Agent.]
In the case of virtual currencies as a Basket Constituent, insert:
the price of the Underlying[Basket Constituent] determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the prices set for the Underlying[Basket Constituent] on the Reference Agents during the Valuation Date.

[insert modified provision relating to the determination of the Reference Price, where applicable: •]

Exchange Day

In the case of Dynamic Baskets as the Underlying, insert:
A day on which the Underlying is calculated by the Reference Agent.

In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as a Basket Constituent, insert:
A day on which trading in the Basket Constituent takes place on the Reference Agent.

In the case of indices as a Basket Constituent, insert:
A day on which the Basket Constituent is calculated by the Reference Agent.

In the case of bonds as a Basket Constituent, insert:
A day on which [trading in the Basket Constituent takes place on the Reference Agent] [bid and offer prices for the Basket Constituent are set by at least 3 leading market participants].

In the case of commodities as a Basket Constituent, insert:
A day on which the interbank market for the Basket Constituent is open and on which a price for the Basket Constituent is calculated by the Reference Agent.

In the case of futures or interest rate futures as a Basket Constituent, insert:
A day on which trading in the Basket Constituent takes place on the Reference Agent.

In the case of exchange rates as a Basket Constituent, insert:
A day on which the Reference Agent normally fixes a price for the Basket Constituent.

In the case of interest rates as a Basket Constituent, insert:
A day on which the Reference Agent normally fixes a price for the Basket Constituent.

In the case of investment units as a Basket Constituent, insert:
A day on which the value of the Basket Constituent is normally determined by the respective Reference Agent.
In the case of virtual currencies as a Basket Constituent, insert:

A day on which the Reference Agents normally determine a price for the Basket Constituent.

[insert modified definition of Exchange Day, where applicable: ●]

Cash Distributions

Not applicable.[Retention of income (reinvestment) pursuant to section 6a of the General Conditions shall apply.][Retention of income (cash component) pursuant to section 6a of the General Conditions shall apply.][The adjustment shall take place 3[●] Exchange Days after the relevant amount is credited.]

Ordinary Right of Termination of the Issuer

The Ordinary Right of Termination of the Issuer pursuant to section 5 of the General Conditions shall not apply.

Extraordinary Right of Termination of the Issuer

Applicable (excluding)[including] Hedging Disruption Events

[insert, if applicable, for proprietary baskets as Underlying: Early Partial Redemption]

[If the Index Sponsor proposes to the Index Calculation Agent a Partial Liquidation (as described in the respective Underlying's index guide), the Issuer shall determine an Early Partial Redemption to the holders of Strategic Certificates by publication on an Announcement Date. The Partial Redemption Amount per Security corresponds to the Partial Liquidation Amount as determined by the Index Calculation Agent for the Underlying for the relevant Partial Liquidation Effective Date, multiplied by the Ratio, and converted into the Reference Currency at the relevant Conversion Rate on such day. The Issuer may deviate from the Partial Liquidation Amount in order to take into account regulatory or administrative measures or changes, e. g. changes in tax rates or changes in tax laws, which may affect payment, withholding taxes or other fees or deductions.

Security Holders on the Partial Liquidation Effective Date will receive the Partial Redemption Amount on the Partial Redemption Date:

Partial Redemption Date: 5[●] Bank Business Days after the respective Partial Liquidation Effective Date.

Announcement Date, Partial Liquidation Amount, and Partial Liquidation Effective Date shall have the meaning as set out in the Underlying’s index guide.]

Currency Conversion

If currency hedging (Quanto) is not provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency in accordance with the Conversion Rate.

"Conversion Rate" means

[the relevant conversion rate as determined for the Valuation Date by Bloomberg L.P. at around 2:00 p.m. (local time in Frankfurt am Main) and published on the web page http://www.bloomberg.com/markets/currencies/fx-fixings.]

[the respective interbank conversion rate between the currency of the Basket Constituent and the Currency of the Underlying or the Settlement Currency, as applicable, determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) at the time of determination of the Reference Price of a Basket Constituent ][of the Underlying].]

[insert different definition of the Conversion Rate, where applicable: ●]

[insert additionally, where applicable: If such conversion rate is not determined or published or if the method of calculation of such conversion rate is materially modified or the normal publication time is changed by more than 30 minutes, the Calculation Agent shall determine the Conversion Rate applicable on the Valuation Date at]
the time of determination of the Reference Price in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).]

[If currency hedging (Quanto) is provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency. The conversion shall use a Conversion Rate of 1:1, i.e. one unit of the [Currency of the Underlying][currency of a Basket Constituent] shall correspond to one unit of the Settlement Currency of the Security ("Quanto Structure").]

Registry Type
[German Global Certificates]
[Swiss Uncertified Securities]
[Italian Uncertificated Certificates]
[Danish Uncertificated Securities]
[Dutch Uncertificated Securities]
[Finnish Registered Securities]
[French Dematerialized Bearer Securities]
[Norwegian Registered Securities]
[Swedish Registered Securities]

Guarantor
[Vontobel Holding AG, Zurich (the Swiss Guarantor)]
[Bank Vontobel Europe AG, Munich (the German Guarantor)]

Applicable Adjustment and Market Disruption Provisions
The rules for Adjustments and Market Disruption Events specified in section 6 and section 7 of the General Conditions for [shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities][,][and][indices][,][and][bonds][,][and][commodities][,][and][futures or interest rate futures][,][and][exchange rates][,][and][interest rates][,][and][investment units][,][and][virtual currencies][in so far as they represent Basket Constituents] shall apply to this Security.

Securities with triparty collateral management (TCM)
[The Securities will not be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall not be applicable.]
[The Securities will be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall be applicable.]
8.2.4. Product Conditions for Open-End Tracker Certificates linked to baskets

Type of Security
Open-End Tracker Certificates [Quanto] [with triparty collateral management (TCM)]

Settlement Currency
of the Securities shall be ●. [All references to ● should be understood as references to [insert details of the Currency: ●].]

Offer Size [(up to)]
● [in the case of an increase of issue, additionally:, which shall be consolidated with the outstanding Securities (ISIN ● / WKN ● / Valor ●) issued on [insert issue date of the Original Securities: ●] [(and increased on [list earlier increases of issue, where applicable: ●])] and form a single issue within the meaning of section 14 of the General Conditions (corresponding to a total offer size of ●).]

Issue Date ●
Fixing Date ●
Valuation Date shall mean
(a) in each case in the event of effective exercise by the Security Holder, an Exercise Date on which the Security Right is exercised effectively by the Security Holder in accordance with section 4 of the General Conditions;
(b) in the event of Ordinary Termination by the Issuer pursuant to section 5 of the General Conditions, the Ordinary Termination Date in accordance with section 5 (2) of the General Conditions.

[If (i) the Valuation Date is not an Exchange Day or (ii) in the event of exercise by the Security Holder, the Exercise Notice is not received by the Exercise Agent until after the Reference Price has been determined by the Reference Agent on the Valuation Date, then the Valuation Date shall be postponed to the next following Exchange Day] [insert modified provision, where applicable: ●].

[insert only in case of Italian Uncertificated Certificates:

Expiry Date (Data di Scadenza) [shall mean the Valuation Date.] [[●] Business Days following the Valuation Date.]

Maturity Date [●] [means the fifth Business Day after the Valuation Date.]

Term The Term of the Securities shall begin on the Issue Date and, subject to ordinary or extraordinary termination by the Issuer [Securities with triparty collateral management (TCM): and subject to the occurrence of a Liquidation Event pursuant to section 14 of the General Conditions], shall be indefinite (open-end).

Product Features means the Underlying[,] [the Strike [and the Initial Price of the Underlying]][], [and] the Ratio][,] [and the Management Fee][,] [and the Performance Fee][and the Quanto Interest Rate].

Underlying [insert description of the Underlying (basket): ●]

[In the case of Dynamic Baskets as the Underlying, insert details of the dynamic selection method and of the Underlyings: The [insert name of the Dynamic Basket as the Underlying] is a proprietary basket (Dynamic Basket), whose Basket Constituents are selected in accordance with a dynamic selection method. The selection method and the Basket Constituents are set out in chapter II. of the Final Terms “Information about the Underlying”].
In the case of baskets (other than Dynamic Baskets) as the Underlying, insert the following defined terms next to each other and specify them for the Basket Constituent: The Underlying (basket) is composed of the following Basket Constituents:

<table>
<thead>
<tr>
<th>Basket Constituent</th>
<th>Weighting</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Basket Constituent]</td>
<td>[Weighting]</td>
<td>[Number]</td>
</tr>
</tbody>
</table>

* The number ("Number") shall be determined by the Calculation Agent on the Fixing Date for each Basket Constituent taking into account the Weighting of the respective Basket Constituents and based on an Initial Price of the Underlying of [insert currency of the Securities and amount: ●] and the Reference Prices of the respective Basket Constituents on the Fixing Date, expressed as a formula: Number = Weighting x Initial Price of the Underlying / Reference Price of the Basket Constituent [insert alternative provision for the determination of the Number, where applicable: ●]

*1 In the case of shares, securities representing shares (ADRs or GDRs), other dividend-bearing securities and indices as a Basket Constituent, insert the following defined terms and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, [Reference Agent, Index Sponsor, Index Calculation Agent, Derivatives Exchange, Currency]

*2 In the case of indices as a Basket Constituent, insert additionally:

For the purposes of the Terms and Conditions, one index point corresponds to one unit of the Currency of the Basket Constituent.

*3 In the case of bonds as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, Reference Agent, [Derivatives Exchange, Valuation Time, Currency]

*4 In the case of commodities as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, Unit of Measurement, Reference Agent, [Valuation Time, Currency]

*5 In the case of futures or interest rate futures as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, Reference Agent, [Derivatives Exchange, Currency]

*6 In the case of interest rate futures as a Basket Constituent, insert additionally:

For the purposes of the Terms and Conditions, one percentage point in the pricing of the Basket Constituent by the Reference Agent corresponds to one unit of the Currency of the Basket Constituent.

*7 In the case of exchange rates as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, Base Currency / Strike Currency, Reference Agent, Reference Page, Valuation Time [The "Currency of the Underlying" corresponds to the Strike Currency.]

*8 In the case of interest rates as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, [Reference Agent, Reference Page, Valuation Time, Currency]
In the case of investment units as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: ISIN Underlying, [Bloomberg] Symbol, Reference Agent, Currency.

In the case of virtual currencies as a Basket Constituent, insert the following defined terms next to each other and specify them for the Basket Constituent: [ISIN Underlying,] [Bloomberg] Symbol, Base Currency / Strike Currency, Reference Agents, [Reference Page] [The "Currency of the Underlying" corresponds to the Strike Currency.]

[All references to ● should be understood as references to [insert details of the Currency: ●].]

2) This option may be used multiple times in accordance with the number of Basket Constituents.

[Initial Reference Price

[In the case of futures or interest rate futures as a Basket Constituent, insert additionally where applicable:

Underlying on the Issue Date
[[Bloomberg] Symbol: ●]

Current Underlying

[On each Rollover Date a Rollover procedure shall be carried out whereby the Issuer replaces the respective Current Underlying with another Underlying (future) which, except for the expiry date which is further in the future, has the same or comparable contract specifications.

The "Current Underlying" from the Issue Date until the first Rollover Date means the "Underlying on the Issue Date", as specified above. On the first Rollover Date this Underlying shall lose its validity and shall be replaced by the Underlying falling due on the Reference Agent in the next following Rollover Month. On each subsequent Rollover Date, the Current Underlying shall be replaced analogously by the underlying contract falling due on the Reference Agent in the next following Rollover Month.] [insert modified provision relating to the Rollover, where applicable: ●]

Rollover Date

[shall be determined in each case by the Calculation Agent in its reasonable discretion [for Securities subject to German law (sections 315, 317 BGB)] and shall fall within a period of ten trading days prior to the last trading day of the Current Underlying on the Reference Agent. [In the event that the first notice day of the Current Underlying is before its last trading day, the period for the Rollover Date shall begin ten trading days prior to the first notice day and shall end with the last trading day of the Current Underlying.] [insert alternative definition of a Rollover Date: ●]

Rollover Month(s)

[In the case of futures or interest rate futures as the Basket Constituent, insert additionally:

means [insert corresponding contract months: ●] [each contract month defined in relation to the Underlying on the Reference Agent].

[Initial Price of the Underlying

[means the initial value of the Underlying (basket) on the Fixing Date and shall be equal to] ●]

[Strike

●]

[Ratio

[●] [will not be specified until the Fixing Date and corresponds to the exchange rate between the Settlement Currency and the Currency of the Underlying (●/●) on the Fixing Date, as determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) on the
Redemption Style

Payment (Cash Settlement)

Cash Amount

The Cash Amount (section 3 of the General Conditions) shall be calculated
[from the total of the Reference Prices of the Basket Constituents on the Valuation Date, multiplied in each case by the corresponding Number of the Basket Constituents in the basket, all [in the case of a Ratio expressed as a fraction, insert: divided by the] [in the case of a Ratio expressed as a number, insert: multiplied by the] Ratio[. less the Management Fee [], [and] the Performance Fee [and] the Quanto Interest Rate [plus any cash component].]

[from the Strike multiplied by [the Ratio and] [the Performance of the Underlying] [the average Performance of the Basket Constituents [plus any cash component].] [from the Initial Price of the Underlying multiplied by [the Ratio and] [the Performance of the Underlying] [the average Performance of the Basket Constituents [plus any cash component].]

[In the case of proprietary baskets as the Underlying, insert: from the Reference Price determined and published by the Calculation Agent on the Valuation Date [multiplied by the][divided by the] Ratio.]

[insert additionally formula for the calculation of the Cash Amount, where applicable: ●]

The Cash Amount cannot be negative. A calculated value that is negative results in a Cash Amount of zero.

[If the Currency of the Underlying or of the Basket Constituents is different from the Settlement Currency of the Securities, the Cash Amount shall be converted into the Settlement Currency of the Securities in accordance with the relevant Conversion Rate.]

[Performance

[The Performance on the Valuation Date corresponds to the Performance [of the Underlying] [of the respective Basket Constituent [adjusted for the Management Fee [], [and] the Performance Fee [and the Quanto Interest Rate]], and shall be calculated in accordance with the following formula:

\[
Performance = \prod_{t} \left( \frac{B_t}{B_{t-1}} - Fee \cdot \frac{d_t}{360} \right)
\]

where:

\( t \) is the number of [Exchange Days][insert alternative relevant days, where applicable: ●] that have elapsed since the Issue Date;

\( B_t \) is [the total of the Reference Prices of the Basket Constituents on [Exchange Day][●] \( t \), in each case] [the Reference Price of the respective Basket Constituent on [Exchange Day][●] \( t \) multiplied by the corresponding Number of the Basket Constituent in the basket];

\( B_0 \) is the Initial Price of the Underlying;

\( Fee \) is the [Management Fee applicable for [Exchange Day][●] \( t \) [total of the Management Fee applicable for [Exchange Day][●] \( t \) [and] the Performance Fee [and of the applicable Quanto Interest Rate];

\( d_t \) is the number of calendar days between [Exchange Days][●] \( t-1 \) and \( t \).

[of the respective Underlying shall correspond to the quotient of (i) the Reference Price of the respective Underlying on the [Valuation Date][●] and (ii) the [Strike][initial reference price][●] of the respective Underlying, expressed as a percentage.]
[insert alternative calculation of the Performance, where applicable: [●]]

[Management Fee]

[●]

[The Management Fee shall be initially equal to [●] on the Issue Date ●. The Management Fee may be adjusted in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent with effect in each case as of ●, but may not exceed the Maximum Management Fee. Any such adjustment shall be notified at least one (1) month prior to becoming effective pursuant to section 12 of the General Conditions.

Maximum Management Fee: ●.]

[Performance Fee]

[●]

[The Index Sponsor may receive a Performance Fee, the amount of which depends on the performance of the Underlying [compared to the highest peak in value that the Underlying has reached (watermark)][compared to the highest peak in value that the Underlying has reached in the current year (watermark)][exceeding [●% p.a.] [the ●] [the performance of ●].]

[Quanto Interest Rate]

[●]

[The Quanto Interest Rate will be determined initially on the Fixing Date in the reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent. The Calculation Agent shall be entitled to adjust the Quanto Interest Rate on each [Exchange Day][•] with effect for the future in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), if there is an increase or reduction in the Issuer's costs (or those of its affiliated companies) in connection with hedging the currency risks. The initial determination and all adjustments shall be notified pursuant to section 12 of the General Conditions.]

Reference Price

[For Reference Prices in the case of Dynamic Baskets, insert:

The Reference Price shall be the relevant price or level of the Underlying for the purpose of determining and calculating the redemption of the Securities and shall be determined as follows:

Reference Price means the Valuation Price of the Underlying determined and published by the Reference Agent. The Valuation Price of the Underlying [●] is equal in principle to the total of the closing prices of the Basket Constituents on the respective exchanges determined by the Reference Agent on the relevant Valuation Date, taking into account their prospective weightings in the basket, converted where applicable into the Reference Currency.]

[However, the Calculation Agent shall be entitled, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), to specify a different Valuation Price of the Underlying if and to the extent that the closing price of a Basket Constituent determined by the Reference Agent does not adequately reflect the market price of the respective Basket Constituent on that Exchange Day, taking account in particular of the actual transactions in the Basket Constituent on the Reference Agent on that Exchange Day, in the sole discretion (for Securities subject to German law, sections 315, 317 BGB) of the Calculation Agent.]]

[For Reference Prices except in the case of Dynamic Baskets, insert:

The Reference Price shall be the relevant rate, price or level of a Basket Constituent for the purpose of determining and calculating the redemption of the Securities and shall be determined as follows:

Reference Price means]
In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as a Basket Constituent, insert:

the closing price of the Basket Constituent determined and published by the Reference Agent.

[generally the closing price of the Basket Constituent determined and published by the Reference Agent. However, the Calculation Agent shall be entitled, in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB), to specify a different Reference Price if and to the extent that the closing price of the Basket Constituent determined by the Reference Agent does not adequately reflect the market price of the respective Basket Constituent on that Exchange Day, taking account in particular of the actual transactions in the Basket Constituent on the Reference Agent on that Exchange Day, in the sole discretion of the Calculation Agent (for Securities subject to German law, sections 315, 317 BGB).]]

In the case of indices as a Basket Constituent, insert:

the closing price of the Basket Constituent determined and published by the Reference Agent.

In the case of bonds as a Basket Constituent, insert:

[(a) the value of the Basket Constituent determined and published as the closing price on the Reference Agent]

[(a) the price of the Basket Constituent displayed on page [screen page ●] at the Valuation Time [and obtainable from there]]

[, and (b) in the absence of such price display, the arithmetical mean of the [bid prices] [offer prices] for the Basket Constituent determined and notified at the request of the Calculation Agent by 5 leading market participants that are not affiliated companies of the Issuer or of the Calculation Agent]

[, and with the addition of interest accrued on the Basket Constituent (if the interest is not included in the price determined)].]

In the case of commodities as a Basket Constituent, insert:

the price of the Basket Constituent determined by the Reference Agent [at the Valuation Time].] [insert specific description of the relevant fixing for the commodity: ●].]

In the case of futures or interest rate futures as a Basket Constituent, insert:

the settlement price of the Basket Constituent determined and published on the Reference Agent.

In the case of exchange rates as a Basket Constituent, insert:

[the exchange rate determined by the Reference Agent at the Valuation Time and then published on the Reference Page. If the Base Currency of the Underlying (as specified above under "Underlying") is not EUR (euros), then the Calculation Agent shall calculate the Reference Price by dividing the respective exchange rate between EUR and the Strike Currency determined by the Reference Agent at the Valuation Time by the exchange rate between EUR and the Base Currency.]

[the price of the Underlying on the international interbank market at the Valuation Time determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the]
bid and offer prices [in the Reuters Monitor Service System] [on the corresponding screen page of the [Bloomberg][●] financial information service] [screen page •].]

[In the case of interest rates as a Basket Constituent, insert:
the interest rate [determined by the Reference Agent and] published on the Reference Page [at the Valuation Time].]

[In the case of investment units as a Basket Constituent, insert:
the value of the Basket Constituent determined and published by the Reference Agent.]

[In the case of virtual currencies as a Basket Constituent, insert:
the price of the [Underlying][Basket Constituent] determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) taking account of the prices set for the [Underlying][Basket Constituent] on the Reference Agents during the Valuation Date.]

[insert modified provision relating to the determination of the Reference Price, where applicable: ●]

Exchange Day

[In the case of Dynamic Baskets as the Underlying, insert:
A day on which the Underlying is calculated by the Reference Agent.]

[In the case of shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities as a Basket Constituent, insert:
A day on which trading in the Basket Constituent takes place on the Reference Agent.]

[In the case of indices as a Basket Constituent, insert:
A day on which the Basket Constituent is calculated by the Reference Agent.]

[In the case of bonds as a Basket Constituent, insert:
A day on which [trading in the Basket Constituent takes place on the Reference Agent] [bid and offer prices for the Basket Constituent are set by at least 3 leading market participants].]

[In the case of commodities as a Basket Constituent, insert:
A day on which the interbank market for the Basket Constituent is open and on which a price for the Basket Constituent is calculated by the Reference Agent.]

[In the case of futures or interest rate futures as a Basket Constituent, insert:
A day on which trading in the Basket Constituent takes place on the Reference Agent.]

[In the case of exchange rates as a Basket Constituent, insert:
A day on which the Reference Agent normally fixes a price for the Basket Constituent.

[In the case of interest rates as a Basket Constituent, insert:
A day on which the Reference Agent normally fixes a price for the Basket Constituent.]

[In the case of investment units as a Basket Constituent, insert:
A day on which the value of the Basket Constituent is normally determined by the respective Reference Agent.]

[In the case of virtual currencies as a Basket Constituent, insert:
A day on which the Reference Agents normally determine a price for the Basket Constituent.]

[insert modified definition of Exchange Day, where applicable: •]

Cash Distributions

[Not applicable.][Retention of income (reinvestment) pursuant to section 6a of the General Conditions shall apply.][Retention of income (cash component) pursuant to section 6a of the General Conditions shall apply.][The adjustment shall take place [3][●] Exchange Days after the relevant amount is credited.]

Exercise Right of the Security Holder

The Exercise Right of the Security Holder shall apply. The Security Holder may redeem the Securities from the First Exercise Date onward in accordance with section 4 of the General Conditions in conjunction with the Product Conditions.

The exercise of the Security Right shall give the Security Holder the right to the payment of the Cash Amount by the Issuer.

Exercise Agent

means [Bank Vontobel AG, Corporate Actions, Gotthardstrasse 43, 8002 Zurich, Switzerland] [●]

Telephone: [+41 (0)58 283 74 69] [●]
Fax: [+41 (0)58 283 51 60] [●]

Exercise Record Date

means the [fifth (5th)][●] Business Day prior to the respective Exercise Date.

First Exercise Date

●

Exercise Date

Each [●] from the First Exercise Date onward shall be an Exercise Date.

Minimum Exercise Number

●

Ordinary Right of Termination of the Issuer

The Ordinary Right of Termination of the Issuer pursuant to section 5 of the General Conditions shall apply.

Extraordinary Right of Termination of the Issuer

Applicable ([excluding][including] Hedging Disruption Events)

First Termination Date

●

Termination Dates

Each [●] from the First Termination Date onward shall be a Termination Date.

Termination Record Date

shall be [one (1)] [five (5)] [●] [calendar month[s]] [Business Day[s]] [●] prior to the relevant Termination Date.
[insert, if applicable, for proprietary baskets as Underlying: Early Partial Redemption]

[If the Index Sponsor proposes to the Index Calculation Agent a Partial Liquidation (as described in the respective Underlying’s index guide), the Issuer shall determine an Early Partial Redemption to the holders of Strategic Certificates by publication on an Announcement Date. The Partial Redemption Amount per Security corresponds to the Partial Liquidation Amount as determined by the Index Calculation Agent for the Underlying for the relevant Partial Liquidation Effective Date, multiplied by the Ratio, and converted into the Reference Currency at the relevant Conversion Rate on such day. The Issuer may deviate from the Partial Liquidation Amount in order to take into account regulatory or administrative measures or changes, e.g. changes in tax rates or changes in tax laws, which may affect payment, withholding taxes or other fees or deductions.

Security Holders on the Partial Liquidation Effective Date will receive the Partial Redemption Amount on the Partial Redemption Date:

Partial Redemption Date: [5][●] Bank Business Days after the respective Partial Liquidation Effective Date.

Announcement Date, Partial Liquidation Amount, and Partial Liquidation Effective Date shall have the meaning as set out in the Underlying’s index guide.]

Currency Conversion

[if currency hedging (Quanto) is not provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency in accordance with the Conversion Rate.

"Conversion Rate" means

[the relevant conversion rate as determined for the Valuation Date by Bloomberg L.P. at around 2:00 p.m. (local time in Frankfurt am Main) and published on the web page http://www.bloomberg.com/markets/currencies/fx-fixings.]

[the respective interbank conversion rate between the currency of the Basket Constituent and the Currency of the Underlying or the Settlement Currency, as applicable, determined by the Calculation Agent in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB) at the time of determination of the Reference Price of a Basket Constituent.]

[insert different definition of the Conversion Rate, where applicable: ●]

[insert additionally, where applicable: If such conversion rate is not determined or published or if the method of calculation of such conversion rate is materially modified or the normal publication time is changed by more than 30 minutes, the Calculation Agent shall determine the Conversion Rate applicable on the Valuation Date at the time of determination of the Reference Price in its reasonable discretion (for Securities subject to German law, sections 315, 317 BGB).]

[if currency hedging (Quanto) is provided for, insert:

All monetary amounts payable under the Securities shall be converted into the Settlement Currency. The conversion shall use a Conversion Rate of 1:1, i.e. one unit of the [Currency of the Underlying][currency of the Basket Constituent] shall correspond to one unit of the Settlement Currency of the Security ("Quanto Structure").]

Registry Type

[German Global Certificates]

[Swiss Uncertified Securities]

[Italian Uncertificated Certificates]

[Danish Uncertificated Securities]
| Guarantor | Vontobel Holding AG, Zurich (the Swiss Guarantor)  
| Bank Vontobel Europe AG, Munich (the German Guarantor) |
| Applicable Adjustment and Market Disruption Provisions | The rules for Adjustments and Market Disruption Events specified in section 6 and section 7 of the General Conditions for shares, securities representing shares (ADRs or GDRs) and other dividend-bearing securities, indices, bonds, commodities, futures or interest rate futures, exchange rates, interest rates, investment units and virtual currencies in so far as they represent Basket Constituents shall apply to this Security. |
| Securities with triparty collateral management (TCM) | The Securities will not be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall not be applicable. |
| | The Securities will be collateralised, i.e. the provisions of section 14 of the General Conditions for Securities with triparty collateral management (TCM) shall be applicable.|
9. Taxation of the Securities

All taxes and fees or other levies that may be incurred in connection with a Security (e.g. as a result of the purchase or sale of the Securities during their term or upon the redemption of the Securities by payment of a cash amount) shall be borne in their entirety by the holder of the respective Security. The Issuer and/or the Paying Agent has the right to charge any such taxes, fees or levies to the holders of the Securities and may do so, in its due discretion, either by including them in the calculation of the price of the Securities or by withholding the relevant amount upon the redemption of the Securities or in some other suitable way.

As a general principle, the Issuer accepts no responsibility for the withholding of taxes at source.

9.1. Taxation in Germany

The following description of the tax treatment of the Securities in Germany is not intended to be a comprehensive presentation of all the information necessary for an investment in products of this type. It contains only a general overview of the Issuer's current understanding of the taxation of income from the Securities, and is based on the tax regulations currently in force and the practice of the administrative authorities in Germany in relation to the security structures presented above.

Since, in particular, the personal tax position of the individual investor cannot be taken into account, every investor is recommended to consult a member of the professions specialising in the provision of tax advice prior to making an investment.

In the context of the tax assessment of the individual investor, the opinion of the respective competent tax authority on the tax treatment of income from the Securities may differ in individual cases – especially in the future – from the treatment set out below. It may be possible to eliminate the resulting uncertainty in advance (against payment of a fee) by requesting a binding opinion from the competent tax authority.

9.1.1. Taxation of income in the hands of resident natural persons holding the Securities as private assets

Income from Securities held as private assets is subject to the final withholding tax (Abgeltungsteuer) irrespective of whether it represents income from the sale of the Securities or a cash payment to the investor, for example in the form of a Cash Amount, a cash settlement or a cash distribution or other payments. The length of time between the purchase of the Securities and their sale or the payment of a Cash Amount is immaterial from a tax point of view.

9.1.1.1. Deduction of tax at source by the paying agent

The final withholding tax is levied in the form of the deduction of investment income withholding tax at source by the agent paying the investment income ("paying agent").

The rate of investment income withholding tax is 25% (plus 5.5% solidarity surcharge and therefore 26.375% in total). If the investor is liable to church tax, the relevant data for the deduction of church tax are stored by the German Federal Central Tax Office (Bundeszentralamt für Steuern, "BZSt") and made available to the paying agent for the purpose of the retention and payment of the church tax. Investors can veto the provision of information about their religion by the BZSt (the data is then marked as restricted), in which case an assessment to church tax is issued.

If an investor liable to church tax has not vetoed the provision of information by the BZSt, the final withholding tax is reduced by 25% of the church tax chargeable on the investment income. In this way, church tax is deducted on a standardised basis as a special expense.

In the event of the sale or redemption of the Securities, investment income withholding tax is assessed on the difference between the sale proceeds net of the directly and objectively related costs of sale (in the event of a sale), or the amount paid on redemption, on the one hand, and the cost of purchase and incidental costs of purchase for which evidence has been provided, on the other. If evidence of the cost of purchase and incidental costs of purchase is not provided in the form prescribed by law, the amount subject to investment income withholding tax is assumed to be 30% of the proceeds from the sale of the Securities. If the assumed basis of assessment is applied, the taxpayer has the option in principle of assessment at the rate of final withholding tax. If the basis of assessment for the purpose of deducting investment income withholding tax is less than the income actually earned, the withholding tax is final only to the extent of the amount of income that was subject to the deduction of tax. An assessment must be issued in respect of the income in excess of that amount.

Any currency gains or losses that may arise if the right represented by the Securities is calculated in terms of a currency other than the settlement currency of the Securities or if the value of an underlying, a basket constituent or an index component is determined in a currency other than the settlement currency of the Securities, form part of the gain or loss on disposal resulting from the sale or redemption of the Securities.
For the purpose of calculating the investment income withholding tax, the paying agent takes into account negative investment income, provided that certain conditions are met and subject to certain limitations, with the exception of negative income from shares which the investor has already realised via the paying agent. This also applies in principle to accrued interest paid. Losses from disposals of shares may only be offset against gains from disposals of shares and can be carried forward to future years if not offset in full in the current year.

The investment income withholding tax levied by the paying agent arises at the time at which the investment income flows to the respective investor (section 44 (1) sentence 2 of the German Income Tax Act (Einkommensteuergesetz, "German EStG"). This is normally the time at which the investor is credited with the cash amount or interest (e.g. coupon payments) due to him, or with the proceeds from the sale of the Securities.

The paying agent does not deduct tax from income from the Securities if the investor provides it with a certificate of non-assessment from the investor's tax authority showing that income from the Securities does not give rise to a tax liability for the investor, including in cases where the investor has elected for investment income to be taxed together with other income at the investor's normal income tax rate pursuant to section 32d (6) German EStG (Günstigerprüfung).

If the investor has submitted an application for exemption for the purposes of the savers' allowance (see below in chapter 9.1.1.3), the paying agent will not deduct tax for the corresponding amount.

9.1.1.2. Losses from the Securities

Losses from the Securities, for example from a sale of the Securities or if the cash payment to the investor is less than the cost of the Securities together with the incidental costs of purchase or arising from accrued interest paid by the investor, may not be offset against positive income from other types of income. In principle, they may only be offset against the investor's income arising from capital assets (that is subject to the final withholding tax) in the current or subsequent assessment periods.

Losses from the Securities may be offset against positive investment income received by the individual investor from a different paying agent only as part of the investor's tax assessment. For this purpose, the investor requires a certificate of the amount of the unabsorbed loss, as provided for by section 43a (3) sentence 4 German EStG, which the investor must request from the paying agent acting as custodian of the Securities. The necessary request must have been received by the paying agent by 15 December of the current year. If this is not the case, the loss from the Securities is carried forward to the following assessment periods and may only be offset against the investor's future positive investment income (from the same paying agent). Once this certificate of losses has been issued, the agent issuing the certificate is no longer required to carry the loss forward into the next year.

Investors who have realised losses from the Securities are recommended in all cases to consult a member of the professions specialising in the provision of tax advice in good time and to consider whether the losses from the Securities should be carried forward to the following assessment periods in order to offset them against future positive investment income from the same paying agent, or whether it is advisable in the particular case to submit an application for the preparation of a certificate of losses in order to offset them immediately against positive investment income, for example against positive investment income from a different paying agent, as part of the investor's tax assessment.

9.1.1.3. Deduction of expenses/savers' allowance

A savers' allowance (Sparer-Pauschbetrag) of EUR 801 is deductible for the purpose of determining the income of the individual investor from capital assets. For married couples and registered civil partners assessed to tax jointly, the savers' allowance amounts to EUR 1,602.

On the other hand, the deduction of actual expenses connected with the investment (Werbungskosten) is not permitted, with the result that the individual investor cannot deduct any further expenses or costs incurred by him – in addition to his cost of purchase and incidental costs of purchase, together with the direct costs of sale in the event that the Securities are disposed of – from his taxable income. For example, if the investor incurs financing costs in connection with the Securities, those costs are not deductible for tax purposes.

The savers' allowance can be taken into account by the paying agent at the time when investment income withholding tax is deducted. A precondition for this, however, is that the investor has submitted an application for exemption to the paying agent in the officially prescribed form.

9.1.1.4. Investor's tax assessment/income tax return

The deduction of tax by the paying agent from the income arising from the Securities is in principle final, with the result that the investor is generally no longer assessed to tax on that income and no longer has to declare it in his personal income tax return.

Nevertheless, in specific cases there may be an option for the income to be assessed to tax – depending on the personal tax position of the individual investor – if, for example, that would result in a lower income tax liability for
the investor (Günstigerprüfung), the investor has not fully used up the savers’ allowance or if it would enable the
income from the Securities to be offset against earlier losses or losses from capital assets from another paying
agent. In these circumstances as well, the savers’ allowance is deductible and the deduction of the actual expenses
is prohibited (BMF circular dated 18 January 2016, BStBl. 2016 I, page 85, text number 150; BFH judgment dated 2

But if, exceptionally, the income from the Securities is not subject to investment income withholding tax, for example
because the Securities are held in a foreign securities account, the investor must declare the income from the Se-
curities in his income tax return. Even in this case, however, the income is subject in principle to the 26.375% rate
of final withholding tax (including the solidarity surcharge) and to church tax, if applicable.

If church tax is not deducted from the income from the Securities even though the investor is liable to church tax,
the investor must give details of the investment income withholding tax levied on the income from the Securities in
his personal income tax return, and must provide the relevant tax authority with a certificate from the paying agent
of the investment income withholding tax deducted pursuant to section 51a (2d) sentence 2 German EStG or sec-
tion 45a (2) or (3) German EStG.

Investors are recommended in all cases to consult a member of the professions specialising in the provision of tax
advice in good time as to whether an assessment in respect of the income from the Securities is advisable or nec-
essary in his personal circumstances from a tax point of view, what information he must disclose in his personal
income tax return in relation to the income from the Securities and which documents and certificates must be at-
tached to the tax return.

9.1.2. Taxation of income attributable to domestic business assets

If the Securities are held as domestic business assets, the resulting income is not subject to the final withholding tax.

If the Securities are held by a corporation, association or estate, in accordance with section 43 (2) sentence 3 no. 1
German EStG, the paying agent deducts 26.375% investment income withholding tax (including the solidarity surcharge)
only from interest or coupon payments paid to the investor (and from any fractional amount paid if it represents
investment income within the meaning of section 20 (1) no. 7 German EStG, see chapter 9.1.1.1) but, pursuant to
section 43 (2) sentence 3 no. 1 German EStG, not from certain investment income such as gains from the sale or
redemption of the Securities. This also applies if the Securities are held as business assets of a sole trader or
partnership, and a declaration has been made to the paying agent using the officially prescribed form that the income
from the Securities forms part of the business income of a domestic business (section 43 (2) sentence 3 no. 2 German
EStG).

Where the income from the Securities is subject to the 26.375% deduction of tax (including the solidarity surcharge),
the deduction is not final for taxpayers fully liable to tax but is credited against the tax payable by the particular investor as
part of the investor’s tax assessment.

The restrictions described above for income from private capital assets affecting the offset of losses (see chapter
9.1.1.2) and the deduction of expenses (see chapter 9.1.1.3) do not apply. Business expenses are therefore deducted in
accordance with the rules generally applicable. The same applies in principle to the deduction of losses, subject to the
minimum taxation provisions (section 10d German EStG). It may nevertheless be the case that losses from the
Securities are prohibited as losses from derivatives transactions from being offset against other profits of the business or
against the trader’s income arising from other types of income, section 15 (4) sentences 3 et seq. German EStG.

The special rate of income tax for income from capital assets amounting to 26.375% (including the solidarity surcharge)
plus any church tax does not apply.

Instead, the income is subject in the case of natural persons to the taxpayer’s personal rate of income tax plus the
solidarity surcharge and any church tax and, where applicable, (in the case of income from a trade) to trade tax. The
amount of any liability to trade tax is generally dependent on the rate of assessment applied by the local authority in
which the relevant investor maintains its permanent establishment in Germany. Any liability to trade tax, however, may
be credited against the investor’s income tax in accordance with the provisions of section 35 German EStG.

If the particular investor is liable to corporation tax, the income from the Securities is subject both to corporation tax at
the rate of 15% (plus 5.5% solidarity surcharge and therefore a total rate of 15.825%) and usually also to trade tax. The
amount of the trade tax is generally dependent on the rate of assessment applied by the local authority in which the
relevant corporation maintains its permanent establishment in Germany. However, trade tax cannot be credited against
the liability to corporation tax nor can it be deducted as a business expense in calculating the taxable income of the
Corporation.

If the Securities are held by a partnership, the resulting income is subject to the individual partner’s personal rate of
income tax (plus the solidarity surcharge and any church tax) if the partners are natural persons and – in the case of a
commercial partnership (Mitunternehmerschaft) – also to trade tax at the level of the partnership. The amount of any
liability to trade tax is generally dependent on the rate of assessment applied by the local authority in which the
partnership maintains its permanent establishment in Germany. If the partnership itself is not liable to trade tax and if the natural person’s share in the partnership is held as business assets, the income is subject to trade tax in the hands of the partner. The partnership’s trade tax liability, however, may be offset against the income tax liability of the individual partners in accordance with the provisions of section 35 German EStG.

If shares in the partnership are held by corporations, the income from the Securities is subject to the 15.825% rate of corporation tax (including the solidarity surcharge) in the hands of the partners. In the case of a commercial partnership (Mitunternehmerschaft), the income is also subject to trade tax at the level of the partnership. If the partnership is not liable to trade tax, the income from the Securities attributable to the corporations is subject to trade tax in the hands of the corporations.

9.1.3. Taxation of the income for tax non-residents

The income from the Securities is not taxable in Germany in the hands of persons who are not resident for tax purposes in Germany unless (i) the Securities are attributable for tax purposes to the business assets of a permanent establishment in Germany (including a permanent establishment constituted by a permanent representative), or (ii) the income from the Securities forms part of German taxable income for other reasons (e.g. as certain capital claims secured on German land holdings or similar assets, section 49 (1) no. 5 c) German EStG, or as income from a counter transaction, section 49 (1) no. 5 d) German EStG).

If the income from the Securities forms part of German taxable income, it is subject in principle – as in the case of tax residents – to investment income withholding tax at a rate of 26.375% (including the solidarity surcharge). Income or corporation tax on the income from the Securities may be deemed to have been finally settled by the deduction of withholding tax. In this event, the foreign investor is not subject to a tax assessment and the German investment income withholding tax is refundable as a result of an applicable double taxation agreement or in accordance with the provisions of section 44a (9) German EStG.

9.1.4. Responsibility for the deduction of withholding tax

As a general principle, the Issuer accepts no responsibility for the deduction of taxes at source. Such deductions are carried out by the paying agent.

9.1.5. Investment Tax Act not applicable

In the opinion of the Issuer, the German Investment Tax Act (Investmentsteuergesetz, "InvStG") does not apply to the Securities because the Issuer is not subject to any restrictions on the use of the investment monies and it therefore does not constitute an investment fund within the meaning of section 1 (1) of the German Capital Investment Act (Kapitalanlagegesetzbuch, "KAGB"), and the Securities can therefore also not be regarded as shares in UCITS or AIFs within the meaning of section 1 (2) or (3) KAGB, and therefore do not comply with the precondition set out in section 1 (1) sentence 1 InvStG.

Should the provisions of the InvStG be applicable to the Securities, contrary to the opinion of the Issuer, this could give rise to tax consequences for the investor that differ from those described in chapters 9.1.1 to 9.1.3.

9.1.6. Inheritance and gift tax

The acquisition of the Securities as a result of death or the gift of the Securities inter vivos may be subject to inheritance and gift tax if the deceased at the time of his death, the donor at the time the gift is made or the recipient at the time the liability to tax arises (section 9 Inheritance Tax and Gift Tax Act (Erbchaftsteuer- und Schenkungsteuergesetz, "ErbStG"). has a residence or normal place of abode in Germany or if full or (extended) partial liability to tax arises because one of these persons has German nationality. If neither the deceased, the donor nor the recipient are tax residents at the relevant time, German domestic assets may nonetheless be subject to inheritance and gift tax, as in the case, for example, of Securities attributable to a permanent establishment in Germany or capital claims secured on German real estate holdings.

Transfers of capital assets qualify in principle as disposals for consideration which are subject to investment income withholding tax. If the investor informs the paying agent, giving the information referred to in section 43 (1) sentence 5 German EStG, that the transfer is a transfer of capital assets for no consideration, then the paying agent is obliged to report this fact and the information provided to the tax authorities. In this event, investment income withholding tax is not deducted since for tax purposes the new creditor of the investment income takes the legal place of the previous investor with respect to the cost of the asset.

If the acquisition is subject to inheritance and gift tax, the taxable acquisition, after deducting allowances, is taxed at rates between 7% and 50% – in accordance with the tax class, which depends on the personal relationship of the recipient to the deceased or the donor.

9.1.7. Other taxes

No stock exchange turnover tax, company transactions tax, financial transaction tax or similar tax is currently levied in Germany on the acquisition and sale of securities. Together with other member states of the European Union, however,
Germany is discussing the introduction of such a financial transaction tax. It is so far not clear whether and when the financial transaction tax will be introduced and which financial transactions it is intended to tax.
9.2. Taxation in the Czech Republic

The information provided below is of a general character and relates only to certain major Czech tax considerations and is neither intended to be, nor should it be regarded as, legal or tax advice. The information is based on the tax laws of the Czech Republic as in effect on the date of this Base Prospectus and their prevailing interpretations available on or before such date. The information does not purport to be complete with respect to all tax information that may be relevant to investors to make a decision to acquire the Securities.

There is no Czech withholding tax arising in connection with the Securities on the assumption that the relevant Issuer of the Securities is not a resident of the Czech Republic for Czech tax purposes, does not have a permanent establishment in the territory of the Czech Republic, and has not employed its employees in the country for more than 183 days, except in cases where services are provided.

Income derived from holding or disposal (transfer) of Securities may have tax implications for prospective purchasers. Prospective purchasers of any Securities should consult their own tax advisers in the Czech Republic about the tax implications of holding any Security and of any transaction involving any Security.

9.2.1. Taxation of persons considered tax residents in the Czech Republic

Tax residents of the Czech Republic are obliged to pay income tax in the Czech Republic on their world-wide income (unlimited tax liability). This applies regardless the source of the income and includes capital income of any kind (e.g. income from the Securities) and, as a rule, gains on disposal of the Securities.

Individuals are subject to personal income tax and legal entities to corporate income tax. An individual is considered to be a tax resident in the Czech Republic if she/he has a permanent home in the Czech Republic or stays in the Czech Republic for more than 183 days in a calendar year either continuously or intermittently (subject to double tax treaty rules). Legal entities are deemed to be tax residents of the Czech Republic if they have a registered seat or place of effective management in the Czech Republic (subject to double tax treaty rules).

a) Acquiring of Securities

Securing Tax

In general, Czech tax residents (or Czech permanent establishments of Czech tax non-residents) acquiring the Securities are required, under their own responsibility, to withhold and remit to Czech tax authorities 1 % securing tax from the acquisition price when acquiring investment instruments, such as Securities, from a seller who is a tax resident outside the European Union or the European Economic Area. Such obligation can be eliminated under a double tax treaty concluded between the Czech Republic and the country in which the seller is a tax resident. Furthermore, it can be waived in advance based on a decision of the Czech tax authority.

b) Holding of Securities

Generally, capital income is subject to 15% tax rate for individuals and 19% for legal entities. A separate tax base with 15% tax rate may be applicable for legal entities in cases e.g. profit shares (dividends), settlement share or similar earnings received from abroad.

Withholding tax

Withholding tax on income from the Securities may be applicable under the law of jurisdiction where the Issuer is a tax resident. If the tax treaty between the Czech Republic and the jurisdiction where the Issuer is a tax resident is in place, the right to deduct the withholding tax and the tax rate is also governed by it. Accordingly, the taxpayer is entitled to credit the foreign withholding tax against the Czech tax liability.

c) Disposing of Securities

Capital gains (the difference between the sale price and the acquisition price) are subject to income tax in the Czech Republic. Expenses relating to acquisition and sale of the Securities may decrease the tax base. The capital gains are subject to 15% tax rate for individuals and 19% for legal entities.

The income from sale of the securities is tax free for an individual if either (i) the income from the sale of securities does not exceed CZK 100,000 for the taxable period or (ii) the individual has held the securities at least three years before the sale. If the individual receives tax free income exceeding CZK 5,000,000, the income is subject to a separate reporting to the tax authority. However, special rules apply in case the Securities are part of an individual’s business assets.

9.2.2. Persons considered tax non-resident in the Czech Republic

Persons who are not tax residents in the Czech Republic are obliged to pay income tax in the Czech Republic on their Czech source income only (limited tax liability). Thus, they should not be liable for tax payments in the Czech Republic on any income from Securities as the Issuer is not a tax resident in the Czech Republic.
9.3. Taxation in Denmark

The following summary contains a description of certain Danish tax consequences for investors who are either individuals or limited liability companies and which (unless otherwise stated) are tax resident in Denmark.

The summary is based on Danish tax laws as currently in force and as interpreted by the Danish courts and Danish tax authorities and does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to invest in the Securities. The summary is for general information only and is neither intended to be nor should be construed as tax or legal advice.

It is specifically noted that the description does not address all possible tax consequences of an investment in the Securities and that the tax treatment of each individual investor depends on such investor’s particular circumstances. Each investor should therefore consult their tax advisor for information on the specific implications that may arise in an individual case, including the applicability and effect of foreign rules and tax treaties.

Specific tax consequences which are not described below may also arise for certain categories of investors. For instance, this summary may not be relevant for e.g. investors subject to the Danish Act on Pension Investment Return Taxation (i.e. pension savings), certain institutional investors, insurance companies, pension funds, credit institutions, stockbrokers and individuals and companies carrying on business of purchasing and selling securities to which special tax rules may apply.

9.3.1. Taxation of investors tax resident in Denmark

The Securities will pursuant to Danish tax regulations be treated as financial contracts ("finansielle kontrakter") given that the value of the Securities is in part determined with reference to any underlying asset which in itself would qualify as being a financial contract.

Gains and losses on the Securities will therefore under Danish tax law be treated as gains and losses on financial contracts pursuant to the provisions of the Consolidated Act no. 1283 of 25 October 2016 (as amended) ("Kursgevinstloven").

9.3.2. Individuals

Individuals investing in the Securities will be taxed on the basis of a "mark-to-market" principle ("lagerprincippet") pursuant to which gains and losses on the Securities are calculated as the difference between the market value of the Securities at the end of the income year and the value of the Securities at the beginning of the income year. If the Securities have been acquired during an income year, the acquisition price will instead be used as the relevant reference value and correspondingly the sales price or the Cash Amount (as applicable) will be used as the reference value in the income year in which the Securities are disposed of or (as applicable) redeemed.

Gains and losses on the Securities need to be calculated in Danish kroner (DKK) using the exchange rate at the start of the income year (or as applicable the date on which the Securities were acquired) and the exchange rate at the end of the income year (or as applicable the date on which the Securities are disposed of or redeemed). Gains and losses on the Securities will therefore depend on not only the value of Securities but also on the exchange rate on the relevant dates.

Due to the mark-to-market principle, both realised and unrealised gains and losses on the Securities will be included in the taxable income.

Gains on the Securities are taxed as capital income ("Kapitalindkomst") at up to 42% while losses on the Securities according to special tax rules can only be deducted in previous or future gains on financial contracts. If the individual investor is considered a professional, the corresponding taxation may be assessed at a higher applicable rate, including mandatory labour market contributions.

It should be noted that losses on Securities where the underlying asset consists of a share-index under special circumstances may be offset against the individuals’ gains on listed shares, provided that either the Securities or the shares included in the share-index are listed.

9.3.3. Limited liability companies

Limited liability companies investing in the Securities will be taxed on the basis of a "mark-to-market" principle pursuant to which gains and losses on the Securities are calculated as the difference between the market value of the Securities at the end of the income year and the value of the Securities at the beginning of the income year. If the Securities have been acquired during an income year, the acquisition price will instead be used as the relevant reference value and correspondingly the sales price or the Cash Amount (as applicable) will be used as the reference value in the income year in which the Securities are disposed of or (as applicable) redeemed.

Gains and losses on the Securities need to be calculated in Danish kroner (DKK) using the exchange rate at the start of the income year (or as applicable the date on which the Securities were acquired) and the exchange rate at the end of the income year (or as applicable the date on which the Securities are disposed of or redeemed). Gains and losses on
the Securities will therefore depend on not only the value of Securities but also on the exchange rate on the relevant dates.

Due to the mark-to-market principle, both realised and unrealised gains and losses on the Securities will be included in the taxable income.

Gains on the Securities are taxed as ordinary corporate income at a tax rate of 22% while losses as a general rule are deductible when calculating the corporate income.

It should, however, be noted that the ability to deduct any losses on the Securities may be limited according to special tax rules if the underlying asset consists of a share-index consisting of shares

- in either the company issuing the Securities or in the company that acquires the Securities, or
- in companies in which either the relevant issuer, the relevant investor or companies in the same tax group as either the issuer or the investor hold shares.

In these circumstances, losses on the Securities can only be deducted in the prior year’s net gain on the Securities and in net gains on financial contracts within the income year and in future income years.

9.3.4. Taxation of investors tax resident outside Denmark

Individuals or corporate investor which are not resident in Denmark for tax purposes will as a general rule not be subject to Danish tax on the investment in the Securities. If, however the relevant investor holds Securities which can be attributed to a permanent establishment in Denmark or is included in a Danish joint taxation scheme, any gains on such Securities are taxable pursuant to the rules applying to a Danish tax resident as described above under section 9.3.1 and 9.3.2. Specific rules apply to investors who subsequently change their residence from being tax resident in Denmark to being tax resident outside Denmark after having acquired the Securities.

9.3.5. Other taxes

No net wealth tax is levied in Denmark, nor are any stamp or similar duties imposed in Denmark on the transfer of the Securities. No inheritance or gift taxes with respect to the Securities will arise in Denmark, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or in the case of gift tax, neither the donor nor the donee, is tax resident, neither fully or partially, in the Kingdom of Denmark.
9.4. Taxation in Finland

9.4.1. General

The following is a summary of certain Finnish tax consequences for holders of the Securities who are residents of Finland for tax purposes. The summary is based on tax laws and taxation practice, as in effect and applied as at the date of this document on structured Securities generally, and is intended to provide general information only. The tax treatment of the Securities addressed herein has not necessarily been tested in taxation practice or any instance of court. Tax laws, taxation practices and their interpretation are constantly under change, which changes may sometimes have a retroactive effect and may change the conclusions set out in the summary.

This summary covers only the tax consequences of the subscription, purchase, ownership and disposition of the Securities by individuals (other than in context of business activities) who are residents of Finland and subject to the Finnish Income Tax Act and by Finnish limited liability companies that are subject to the Finnish Business Income Tax Act. Accordingly, this summary does not address tax considerations applicable to holders of Securities who may be subject to special tax rules, including, among others, non-business carrying entities, tax-exempt entities, general or limited partnerships or otherwise address situations where the Securities are held as current assets (i.e. allocable to the inventory) or where there are unrealized gains and losses in respect of the Securities.

This summary addresses neither Securities that would be classified as convertible bonds, standardised or non-standardised options or any other instrument of similar character, nor Securities that would be classified as fund units. The tax treatment of each holder of the Securities partly depends on the holder’s specific situation. This means that special tax consequences, which are not described below, may arise for certain categories of holders of the Securities as a consequence of, for example, the effect and applicability of foreign income tax rules or provisions contained in an applicable double taxation treaty. Each prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from subscription, purchase, ownership and disposition of the Securities.

9.4.2. Individuals

a) General

All capital income of individuals – including capital gains – is currently taxed at a flat rate of 30 per cent or 34 per cent for capital income exceeding EUR 30,000.

Capital losses are primarily deductible from capital gains arising in the same year. Any capital losses that cannot be used to offset capital gains in the same year can then be applied against other capital income in the same year. Any remaining unused capital losses can finally be carried forward for five years and used in the same manner described above.

Capital gains arising from a disposal of assets are, however, exempted from tax provided that the sales prices of all assets sold by the individual during the calendar year do not, in the aggregate, exceed EUR 1,000. Correspondingly, capital losses are not tax deductible if the acquisition cost of all assets disposed of during the calendar year does not, in the aggregate, exceed EUR 1,000 and the aggregate sales prices do not exceed EUR 1,000.

b) Disposal and/or redemption of Securities regarded as notes

A gain arising from the disposal of Securities regarded as notes would constitute a capital gain for individuals. Upon the disposal of interest-bearing notes, an amount corresponding to the interest for the period from the last interest payment date to the date of disposal of the notes should normally for tax computational purposes be deducted from the sales price in order to determine the amount that would be treated as “ordinary” capital income instead of a capital gain.

Return of capital (i.e. the principal amount of the notes) at redemption would not trigger (capital gains) taxation. However, any interest paid on the notes or any compensation regarded as an interest like payment (such as a yield spread or premium) at redemption will be taxed as described under “Interest or compensation comparable to interest paid on the Securities” below.

A loss arising from the disposal or redemption of Securities regarded as notes would normally constitute a tax deductible capital loss.

c) Disposal and/or redemption of Securities regarded as warrants or certificates

Based on current Finnish court and taxation practice, profits arising from the disposal or cash settlement of Securities regarded as warrants would normally be considered a capital gain. Similarly, a loss arising from the disposal or the expiration (as worthless) of Securities regarded as warrants would normally be considered a tax deductible capital loss.

According to guidelines issued by the Finnish Tax Authorities, Securities regarded as certificates are likely to be taxed as described above regarding warrants.
d) **Interest or compensation comparable to interest paid on Securities**

Any interest or compensation comparable to interest paid on Securities (regarded as notes) during their respective term or at redemption constitutes capital income of the individual taxed as described under “General” above.

9.4.3. **Corporate entities**

a) **Disposal and/or redemption of the Securities**

Any income (including capital return) received from the disposal and/or redemption of the Securities (whether regarded as notes, warrants or certificates) constitutes generally part of the limited liability company’s taxable business income. A limited liability company is subject to corporate income tax, currently at the rate of 20 per cent for its world-wide taxable income. The acquisition cost of the Securities (including the purchase price and costs) and any sales related expenses are normally deductible for tax purposes at disposal and/or redemption. Accordingly, any loss due to the disposal and/or redemption of the Securities is in practice deductible from the taxable business income.

b) **Interest or compensation comparable to interest paid on the Securities**

Any interest or compensation comparable to interest paid on the Securities (regarded as notes) during their respective term or at redemption constitutes part of the limited liability company’s taxable business income.

9.4.4. **Withholding tax**

On the basis that the Issuer is not resident in Finland for tax purposes and has no presence in Finland, there is no Finnish withholding tax (Fi. lähdevero) applicable to the payments made by the Issuer in respect of the Securities.

However, Finland operates a system of preliminary taxation (Fi. ennakonpidätysjärjestelmä) to secure payment of taxes in certain circumstances. In the context of the Securities (and in particular with respect to Securities regarded as notes), a tax of 30 per cent will be deducted and withheld from all payments that are treated as interest or as compensation comparable to interest, when such payments are made by a Finnish paying agent to individuals. Any preliminary tax (Fi. ennakonpidätyys) will be used for the payment of the individual’s final taxes (which means that it will be taken into account as paid tax in the individual’s final taxation).

As profits on Securities regarded as warrants or certificates would normally be considered a capital gain (as opposed to interest or as compensation comparable to interest), payments made by a Finnish paying agent in respect of Securities regarded as warrants or certificates should, at the outset, not be subject to any preliminary taxation (Fi. ennakonpidätys).

Payments made in respect of the Securities through a Finnish paying agent to corporate entities resident in Finland will not be subject to any Finnish preliminary tax (Fi. ennakonpidätys) or withholding taxes.
9.5. Taxation in France

9.5.1. General

The information below relates to the taxation of (i) private individual investors whose tax domicile or residence is established in France as per article 4 B of the French tax code regardless of their nationality holding the Securities as private assets and (ii) companies subject to corporate income tax in France and which accounted the Securities in their books as "short-term investment securities".

The taxation rules described below only address taxes borne by the Security Holder, i.e., (i) individual income tax, (ii) corporate income tax and (iii) stamp duty and not taxes borne by any intermediary.

It is assumed that private individual and corporate investors do not have/hold any bank account located in a Non-Cooperative State or Territory as set out in the list referred to in Section 238-0 A of the French Tax Code (as such list may be amended from time to time) and that no payments will be made/due to an effective beneficial owner or on an account located in a Non-Cooperative State or Territory.

The Security serves no income during its life (interest or dividend payments). On the exercise date, in case of disposal, individual investors and companies may receive the payment of a Cash Amount.

The potential individual or corporate investor in the Securities should note that the information regarding the tax consequences in the Base Prospectus is merely intended to provide a basic background with regard to the taxation of income in the French Republic. The information provided relies on applicable laws, the practice of the French tax authorities and precedents of the competent French courts at the date of the Base Prospectus. The information is not intended to provide for an exhaustive presentation of all tax aspects which may be relevant for the decision to acquire, hold, sell or redeem the Securities. Especially, the information does not include special circumstances or concomitants which may be relevant for a specific investor. Potential investors in the Securities are therefore encouraged to seek advised from their tax advisor with regard to an investment in the Securities.

9.5.2. Taxation

a) Individual income tax

Any gain deriving from the sale, redemption, etc., of the Securities would be treated as capital gain from French individual tax purposes.

From 1 January 2018, capital gains are in principle subject to income tax at the flat rate of 12.8 %. In all cases, capital gains from the sale of shares, bonds and similar securities are also subject to social taxes at a total rate of 17.2 %. As a consequence of the flat tax regime, the 5.1% social taxes deduction, previously allowed, is not any more applicable.

As a result, capital gains are subject to the flat tax at the rate of 12.8 %, the overall taxation rate is 30 %.

In the event of a capital loss generated at the date of the disposal or the termination of the Securities, the loss may be set off against capital gains made on other securities or certificates during the year in question and the following ten years.

Deduction for holding period is not applicable to such Securities.

The flat taxe rate does not apply for capital gains derived from habitual sales of shares. These are taxed in the category of professional income.

There is an option for the taxpayer to apply for the progressive rates instead of the flat tax.

The election for taxation at progressive rates is made in the income tax return filed in the year following the one when the capital gains were derived. It is irrevocable and applies to all investment income received by the taxpayer.

The social security taxes are still applicable at 17.2 % of which 5.1 % should be deductible from the income subject to individual income tax for the year during which the social contributions have been paid (i.e., the year following the one during which the capital gain has been generated). Deduction for holding period is not applicable to such Securities.

Moreover, an outstanding contribution on high-income individuals up to 4% should be due for high income taxpayers.

In the event of a capital loss generated at the date of the disposal or the termination of the Securities, the loss may be set off against capital gains made on other securities or certificates during the year in question and the following ten years.

With effect from 1 January 2018, former “net wealth tax” (impôt de solidarité sur la fortune, ISF) has been replaced by “real estate wealth tax” (impôt sur la fortune immobilière, IFI). This wealth tax applies only in real estate asset. It then excludes all shares, securities that could be included into the former net wealth tax.
b) Corporate income tax

When financial forward instruments are listed on a regulated market, Section 38, 6-1° of the French Tax Code provides for a taxation, each fiscal year, of the unrealized gain or loss related to such financial instruments (mark-to-market rule).

Section 38, 4 of the French Tax Code:
- Gains are included in the taxable result subject to corporate income tax (at the standard rate of 33.1/3% plus potential CIT surcharge); and
- Losses are deducted from the taxable result.

c) Stamp duty

At the date of the Base Prospectus, the French Republic does not levy, from the Securities' holder any emission, stamp or registration taxes in relation to the Certificates unless shares or stock are acquired.

Indeed, the potential Financial Transaction Tax provided by article 235 ter ZD is due by the investment service provider which have executed the client order.

9.5.3. Information about Income from the Certificates

The French Republic has implemented the Savings Tax Directive (2014/107/UE), in Article 242 ter of the French Tax Code, by providing information about the beneficial owner of the Certificates including information about income from the Certificates. Such information is provided by the French Tax Authorities to the competent authority of the other country in where the beneficial owner is resident.
9.6. Taxation in Hungary

The following is a brief overview of Hungarian tax aspects in connection with the Securities. The below overview does not fully describe all tax consequences of the acquisition, ownership, disposition or redemption of the Securities. This overview only discusses the tax laws of Hungary as in force as at the date of this Base Prospectus and based on the individual circumstances a different tax regime may apply. As different types of Securities may be issued under the Base Prospectus, the tax treatment of such Securities can be different due to their specific terms. This overview does not take into account the investors' individual circumstances.

Prospective investors are advised to consult their own professional advisors to obtain further information about the tax consequences of the acquisition, ownership, disposition, redemption, exercise or settlement of any of the Securities. It cannot be excluded that Hungarian tax authorities or courts or the Hungarian Payers (as defined below) adopt a view different from that outlined below.

9.6.1. Income Taxation of Private individuals

Withholding Tax

Unless otherwise provided for in the applicable convention on the avoidance of double taxation between Hungary and another State where the private individual has its tax residency, the income of a private individual is subject to Hungarian personal income tax, which is withheld in the form of withholding tax. A private individual is subject to withholding taxation of certain capital incomes if such capital income is paid to the private individual taxpayer by a legal person, other organization, or private entrepreneur resident in Hungary that (who) provides taxable income, irrespective of whether such payment is made directly or through an intermediary (post office, credit institution) (a "Hungarian Payer").

The general rate of the withholding tax is 15 per cent.

(a) In respect of interest, Hungarian Payer shall mean the person who pays any interest income to any private individual according to the Personal Income Tax Act, the borrower of a loan or the issuer of a bond,

(b) In respect of dividends, Hungarian Payer shall mean the taxpayer from whose assets such dividends are paid.

(c) In respect of revenues originating from a transaction concluded with the involvement of a licensed stockbroker, Hungarian Payer shall mean such stockbroker (consignee).

(d) In respect of income that is earned in a foreign country and taxable in Hungary, Hungarian Payer shall mean the person (legal person, other organization, or private entrepreneur) commissioned in Hungary, with the exception of transaction orders given to a credit institution solely for the performance of a transfer (payment).

(e) In respect of any taxable payment made by a non-resident company through its branch or commercial representation, such branch or commercial representation shall be considered a Hungarian Payer.

As long as the Issuer is not a Hungarian Payer, the Issuer is not liable for withholding of taxes.

The withholding tax also applies if the private individual is not a Hungarian tax resident, i.e. is generally not subject to Hungarian income tax.

The withholding tax applies to the following kinds of income, each defined or detailed further in Act CXVII of 1995 on Personal Income Tax (the "Personal Income Tax Act"):  

(a) interest income;

(b) income from securities lending;

(c) dividend income; and

(d) capital gains income.

However, whether a withholding tax is actually applicable to a certain income, the exact details of the security, the income payment and the tax subject (holder of the security) shall be examined. Incomes which do not fit into the definitions of these incomes belong to the general tax base of private individuals, which is taxed at the same level of personal income tax, but is subject to higher social contribution burden.

9.6.2. Interest Income

"Interest income" shall mean the following (narrowed for the purposes of this Base Prospectus):

(a) in case of the balance of any deposit account (savings deposit account), or payment account, the part of the interest credited and/or capitalised based on a contract (including standard service agreements and interest conditions) made between the private individual and a payment service provider that is not in excess of the fair market value;
(b) in connection with debt securities and collective investments in transferable securities, which are offered and traded publicly:

(i) the income paid to the private individual under the title of interest and/or yield, due to the fact that the securities are held at a specific time prescribed as a precondition for entitlement to interest and/or yield,

(ii) the gains achieved when called, redeemed, or transferred, not including the transfer of collective investments in transferable securities in an exchange market, or in a market of another EEA Member State or in a Member State of the Organization for Economic Cooperation and Development (OECD) from the income payable to the private individual - irrespective of the net current value, accumulated interest or yield it represents - to the extent established according to the provisions on capital gains; and

(c) by way of derogation from paragraphs (a)-(b) directly above, if the interest income established according to paragraphs (a)-(b) represents any asset (e.g. securities) from which the tax cannot be deducted, the taxable amount shall be calculated by multiplying the fair market value of the asset by 1.18.

The legal title of tax liability in connection with any interest income not mentioned in paragraphs (a)-(c) above and Section 65 (1) of the Personal Income Tax Act or that is obtained by way of derogation from the conditions defined therein shall be determined in consideration of the contract between the parties affected (meaning the private individual and the person paying the interest income, or between these persons and a third party), and the relating tax liabilities of the payer or the private individual shall be satisfied accordingly (including, in particular, the assessment, payment and declaration of income, tax amount, tax advance, and the related disclosures).

If the private individual does not acquire the income through a Hungarian Payer, the private individual shall establish the private income tax after the interest income in its own tax return and pay it. The rate of the tax is 15 per cent.

In case of long-term investments (tartós befektetés), interest income shall be free of tax if the private individual does not interrupt the deposit period of five years.

9.6.3. Dividend Income

All revenues of private individuals received as dividends or dividend advance shall be considered income. For the purposes of this Base Prospectus:

(a) dividend shall mean (among others):

(i) interest on interest-bearing shares,

(ii) income specified as dividends by the laws of other countries,

(iii) return on investment units issued by an alternative investment fund,

(iv) the payment made by the trustee to the private individual beneficiary or settlor from the yields of the trust assets, based on a Hungarian trust deed; (unless the beneficiary obtained such status as consideration for or related to an activity, transfer of assets or provision of services), it shall be assumed that yields are acquired before capital from the trust assets, if yield and capital cannot be separately identified, the entire amount obtained by the private individual shall be regarded as dividend;

(v) payment as a share from its profits by a small taxpayer company to its shareholder notified who was not registered with the tax office as a small taxpayer;

(b) dividend advance shall mean any prepayments of dividends made on the dividend estimated for the tax year.

The tax on dividends (dividend advances) shall be assessed by the Hungarian Payer:

(a) including resident credit institutions and investment service providers, in connection with any payment (credit) of dividend (dividend advance) earned abroad to a private individual through the securities account (securities escrow account) it maintains on behalf of that private individual;

(b) having regard to the rules being applicable in case of inability to deduct withholding tax and the rules applicable to the income of foreign nationals laid down in Annex 7 of the Act on Personal Income Tax;

at the time of payment, and shall be declared and paid.

If there is no Hungarian Payer involved, the tax shall be assessed by the private individual in his tax return and pay it by deadline prescribed for filing. The amount of dividend advance and the tax shall be indicated for information purposes in the tax return filed for the year when the payment was made, and the amount of dividend paid as approved, and the tax deducted shall be declared in the tax return filed for the year when the resolution establishing the dividend was approved, and shall show the tax deducted and paid from the dividend advance as tax deducted.
9.6.4. **Capital Gains**

"Income from capital gains realised" shall mean the proceeds received upon the transfer of securities (not including lending arrangements), less the purchase price of the securities and any incidental costs associated with the acquisition of the securities. Any portion of the said profit that is to be treated as part of some other type of income shall not be considered as a capital gain.

The Hungarian Payer shall assess the amount of income realised from the revenues, the tax and tax advance corresponding to the legal title of the income relying on the data and information at its disposal on the day of payment or that can be obtained, or as verified by the private individual relating to the acquisition costs and the incremental costs, and shall declare and pay it in accordance with the Act on the Rules of Taxation. If the income does not originate from a Hungarian Payer, the private individual shall assess the tax in his tax return prepared without assistance from the tax authority and pay it by the filing deadline.

9.6.5. **Controlled Capital Market Transactions**

Income from controlled capital market transactions means the profit realised on controlled capital market transaction(s) the private individual has made during the tax year (not including interest income, or if income from long-term investments has to be established based on the transaction), and received in money from all such transactions (total profit realised on transactions) that is in excess of the total expenses the investment service provider has charged to the private individual in connection with a given transaction or transactions, and paid during the tax year (total loss realised on transactions). Losses on controlled capital market transactions shall include the sum of total loss realised on transactions that is in excess of the total profit realised on transactions.

Controlled capital market transaction shall mean any transaction concluded with an investment service provider, or with the help of an investment service provider - other than swaps - involving financial instruments (other than privately placed securities) or commodities, as well as spot transactions concluded within the framework of financial services, or within the framework of investment services and ancillary investment services involving foreign exchange or currency, where such deals are concluded by financial settlement and, in either case, if they satisfy the provisions of the said acts pertaining to transactions, except for the transactions where a price - other than the fair market value - is used as specified by the investment service providers customer and/or the parties he represents (a private individual, and/or any person closely linked to one another by their common interests, directly or otherwise), and

(a) if executed within the framework of activities supervised by the Hungarian financial supervisory authority (FSA),

(b) that is concluded with an investment service provider, or with the help of an investment service provider, operating in the money markets of any EEA Member State, or any other State with which Hungary has an agreement on double taxation, and

(i) if executed within the framework of activities supervised by the competent authorities of that State, and

(ii) if the given State is not an EEA Member State, there are facilities in place to ensure the exchange of information between the competent authorities mentioned above and the FSA, and

(iii) for which the private individual has a certificate made out by the investment service provider to his name, containing all data and information for each and every transaction concluded during the tax year for the assessment of his tax liability.

In case the income originates from investment service providers who qualify as a payer, the payer issues a detailed certificate of execution on the cleared transactions of the given tax year. The private individual may use this certificate to declare this income in his tax return filed for the tax year, and shall pay that tax by the deadline prescribed for filing tax returns. The private individual may also declare his income on the basis of his own records (instead of the certificate).

In case the income originates from investment service providers who do not qualify as a payer, the private individual affected shall assess - in accordance with the provisions on capital gains as well - the profit realised on such controlled capital market transaction(s) and the tax payable on such income relying on the documents (any invoice or certificate) issued by the investment service provider or on his own records, and shall declare them in his tax return filed for the tax year, and shall pay the tax by the deadline prescribed for filing tax returns.

If the private individual realised any loss in connection with a controlled capital market transaction during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year, and if this loss is indicated in his tax return filed for the year when the loss was realised, the private individual shall be entitled to tax compensation.

9.6.6. **Exceptions**

Withholding tax may be eliminated based on the applicable double tax convention. The tax obligation may cease if the Securities are held as long-term investment and the further requirements are met.
Valuable consideration obtained in the form of Securities

In connection with any valuable consideration obtained by a private individual in the form of securities, income shall mean the fair market value of the security prevailing at the time of acquisition of the security, less the verified cost (value) of the security and any incremental costs associated with it. The type of tax liability attached to this income shall be determined on the basis of the relationship between the parties concerned (the private individual and the person from whom the security originates, and the said persons and a third party) and the circumstances under which the income was obtained, and the ensuing tax liabilities prescribed upon the payer or the private individual in question (including, in particular, the assessment, payment and declaration of income, tax amount, tax advance, and the related disclosures) shall be satisfied accordingly.

The tax rate is 15 per cent.

Valuable consideration obtained by way of rights in Securities

If income is not realised from profits made by means of controlled capital market transactions, the following rules shall apply:

As regards the valuable consideration obtained through the transfer (assignment), termination, endorsement of the purchase, subscription, sale or other similar right in securities (exclusive of rights attached to other securities) or through the waiver of such right, from the proceeds received by the private individual the margin above the costs charged, as verified, to the private individual in connection with the acquisition of the right and the incremental costs associated with the transaction (in connection with a gratuitous or complimentary right, including any income that is deemed taxable at the time the right is acquired). The amount of income shall be assessed as on the day when received.

In connection with securities obtained by way of a purchase, subscription or other similar right in securities, the private individual obtaining them shall be subject to the provisions pertaining to valuable considerations obtained in the form of securities. In this case the date of the acquisition of income shall be determined as the date of the acquisition of the right of control over the security or the date when the private individual (or any other person acting on his behalf) takes possession of the security in question (including, in particular, when the security is credited to the securities account), whichever occurs earlier.

As regards the valuable consideration obtained through the exercise of a sale option or other similar right in securities, that part of the income defined on the basis of the obtained valuable consideration that is greater than the fair market value of the security that is effective on the day of transfer (income component for the exercise of the right in question), less the costs charged, as verified, to the private individual (in connection with a gratuitous or complimentary right, including any income that is deemed taxable at the time the right is acquired) shall be treated as income, with the exception that:

(a) the amount of income from the remaining part of the proceeds received in connection with the transfer of the security shall be determined in compliance with the provisions on capital gains, with due consideration of what is contained in paragraph (b);

(b) where paragraph (a) applies, the part of the costs charged to the private individual in connection with the acquisition of the right may be deducted from the proceeds mentioned therein under the title of transfer costs, that is in excess of the proceeds from the exercise of the option. The amount of income shall be assessed as on the day of transfer of the security in question.

The tax rate is 15 per cent.

Healthcare contribution

The dividend income of a Hungarian-resident private individual is subject to healthcare contribution at a rate of 14 per cent capped at 450,000 forints per annum in 2018. Dividend payments distributed by or on behalf of a legal person or other organisation seated in a low tax jurisdiction are subject to healthcare contribution at 19.5 per cent payable by the recipient.

Capital gains realised by a Hungarian-resident private individual will be subject to healthcare contribution at a rate of 14 per cent capped at 450,000 forints per annum in 2018. Capital gains arising from the sale of shares in a legal person or other organisation seated in a low tax jurisdiction would be subject to healthcare contribution at 19.5 per cent.

The payer shall establish and deduct the healthcare contribution and shall pay it by the 12th day of the month following the month during which the income was paid (provided) and shall declare it to the state tax authority. If the income is from a source other than a payer, or there is no possible way to have the healthcare contribution deducted, the healthcare contribution shall be established and paid by the private individual, and shall declare it in due observation.

9.6.7. Corporate Income Tax

There is no Hungarian withholding tax on dividend and interest paid to non-Hungarian entities. The corporate income tax rate is 9 per cent. for the part of the positive tax base.

Based on Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "Directive"), Hungary implemented the renewed rules on the EU network of exchanging tax information, which includes the removal of the legislation due to the repeal of the EU Savings Directive and the implementation of new legislation in line with the new Directive.

The main implementation of the Directive under Hungarian law is Act XXXVII of 2013. Based on the new rules the tax authority collects a broad range of data of the owners of financial accounts from financial institutions including identification data of the financial account, identification data of the account owner, the name of the country or countries of which the owner is a resident, and the balance of the account.

In the framework of the automatic exchange of information Hungary automatically provides data relating to the financial account and its owner to the other Member State or third country where the owner is a resident.

This form of exchange is usually in electronic form and usually on a mutually agreed periodic basis. Information exchange on request is a response by one country to a request by another country for information.

9.6.9. Inheritance tax

If a private investor deceases, the inheritance may be subject to inheritance tax (őröklési illeték). Inheritance tax is applicable to the assets within Hungary; as well as the moveable assets inherited by a Hungarian citizen/resident/legal person if such assets are not subject to inheritance in the country of their location.

The base for such inheritance tax is the net value of the acquired assets (i.e. after the deduction of liabilities). The tax rate is 18 per cent.

Inheritance of the deceased investor's lineal relatives (parents, grandparents, children, grandchildren etc., including where relationship is based on adoption) and surviving spouse is exempt from inheritance tax.

9.6.10. Gift tax

The free transfer of the Securities is subject to gift tax payable by the receiving party. The base for the tax is the value of the gift. The tax rate is 18 per cent.

The following (among others) are not subject to gift tax:

(a) gift in the value not exceeding HUF 150,000 in market value if no document was made;
(b) gift acquired by the donor's lineal relatives (parents, grandparents, children, grandchildren etc., including where relationship is based on adoption) and spouse;
(c) the transfer of assets to a trustee notified as such to the tax authority, under a trust deed established pursuant to the Civil Code, unless the trustee acquires it as a beneficiary;
(d) the acquisition of the trust assets and its yield by the settlor (even as a beneficiary).

9.6.11. Financial transaction tax

Hungarian payment service providers are obliged to pay financial transaction tax for each crediting on Hungarian bank accounts. The general rate of the tax is 0.3 per cent. of the transferred amount but the maximum of HUF 6,000. Thus, crediting of the proceeds of the Securities to Hungarian bank accounts may be subject to additional banking fees if the payment service providers charge such tax to the clients directly.
9.7. Taxation in Italy

The following is a general overview of Italian law and practice as at the date of the Prospectus relating to certain Italian tax considerations concerning the purchase, ownership and disposal of the Securities by Italian resident investors and does not in any way constitute, nor should it be relied upon as being, a tax advice or a tax opinion covering any or all of the relevant tax considerations surrounding or connected to the purchase, ownership or disposal of such Certificates by Italian or non-Italian resident investors. It does not purport to be a complete analysis of all tax considerations that may be relevant to a decision to purchase, own or dispose of such Certificates and does not purport to deal with the tax consequences applicable to all categories of prospective beneficial owners of Certificates, some of which may be subject to special rules.

This overview is based upon Italian tax laws and published practice in effect as at the date of the Prospectus, which may be subject to change, potentially with retroactive effect and assumes that the Certificates are issued on or after 1 January 2016. The Issuer does not withhold any taxes at source.

Prospective purchasers should be aware that tax treatment depends on the individual circumstances of each client: as a consequence they should consult their tax advisers as to the consequences under Italian tax law and under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Certificates and receiving payments of interest, principal and/or other amounts under the Certificates, including in particular the effect of any state, regional or local tax laws.

9.7.1. Italian tax treatment of the Certificates

9.7.1.1. Italian resident individual investors not engaged in a commercial activity

Pursuant to the generally followed interpretation, payments in respect of Certificates qualifying as securitised derivative financial instruments received by Italian investors (not engaged in a commercial activity (esercizio di attività commerciali) to which the Certificates are connected) as well as capital gains realised by such Italian investors on any sale or transfer for consideration of the Certificates or redemption thereof are subject to a 26 per cent. substitutive tax (imposta sostitutiva). In respect of the application of the imposta sostitutiva, taxpayers may opt for one of the three regimes described below.

a) Under the tax declaration regime (regime della dichiarazione), which is the ordinary regime for taxation of capital gains realised by Italian resident individuals not engaged in a commercial activity (esercizio di attività commerciali) to which the Certificates are connected, the imposta sostitutiva on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual. The Investor holding Certificates not in connection with a commercial activity (esercizio di attività commerciali) must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay the imposta sostitutiva on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

b) As an alternative to the tax declaration regime, the Italian resident individual Investor holding the Certificates not in connection with a commercial activity (esercizio di attività commerciali) may elect to pay the imposta sostitutiva separately on capital gains realised on each sale, early redemption or redemption of the Certificates (the risparmio amministrato regime provided for by Article 6 of the Legislative Decree 21 November 1997, No. 461 as a subsequently amended, the "Decreto No. 461"). Such separate taxation of capital gains is allowed subject to: (1) the Certificates being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (2) an express valid election for the risparmio amministrato regime being punctually made in writing by the relevant Investor. The depository is responsible for accounting for the imposta sostitutiva in respect of capital gains realised on each sale or redemption of the Certificates (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian Tax Authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Investor or using funds provided by the Investor for this purpose. Under the risparmio amministrato regime, where a sale, early redemption or redemption of the Certificates results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same management, in the same tax year or in the following tax years up to the fourth. Under the risparmio amministrato regime, the Investor is not required to declare the capital gains in its annual tax return.

c) Any capital gains realised or accrued by Italian resident individual investors holding the Certificates not in connection with a commercial activity (esercizio di attività commerciali) who have entrusted the management of their financial assets, including the Certificates, to an authorised intermediary and have validly opted for the so-called risparmio gestito regime (the regime provided by Article 7 of Decreto No. 461) will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. imposta sostitutiva, to be paid by the managing authorised intermediary. Under the
risparmio gestito regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the risparmio gestito regime, the Investor is not required to declare the capital gains realised in its annual tax return.

9.7.1.2. Italian resident corporate entities, partnerships and individual investors engaged in a commercial activity

Any gain obtained from the sale, early redemption or redemption of the Certificates would be treated as part of the taxable income for general Italian corporate taxation ("IRES", levied at the rate of 24 per cent.) (and, in certain circumstances, depending on the "status" of the Investor, also as part of the net value of production for regional tax on productive activities ("IRAP", generally levied at the rate of 3.9 per cent., even though regional surcharges may apply) purposes) if realised by: (i) an Italian resident company; (ii) an Italian resident commercial partnership; (iii) the Italian permanent establishment of foreign entities to which the Certificates are effectively connected; or (iv) Italian resident individuals engaged in a commercial activity (esercizio di attività commerciali) to which the Certificates are connected.

9.7.1.3. Italian resident funds

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001, capital gains realised by an Investor which is an Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-bis of Law No. 86 of 25 January 1994 are subject neither to imposta sostitutiva nor to any other income tax in the hands of a real estate investment fund. A withholding tax may apply in certain circumstances at the rate of 26 per cent. on distributions made by real estate investment funds.

Any capital gains realised by an Investor which is an open-ended or closed-ended investment fund (the "Fund") or a SICAV will neither be subject to imposta sostitutiva nor to any form of taxation in the hands of the Fund or of the SICAV, but any income paid by a Fund or by a SICAV in favour of its participants will be subject to taxation in accordance with the specific rules provided for the different kind of participants.

Any capital gains realised by an Investor which is an Italian pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005, as subsequently amended) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the special 20 per cent. tax applicable to Italian pension funds.

9.7.1.4. Non-Italian resident investors

Capital gains realised by non-Italian resident investors from the sale or redemption of the Certificates are not subject to Italian taxation, provided that the Certificates (1) are transferred on regulated markets, or (2) if not transferred on regulated markets, are held outside Italy.

Moreover, even if the notes are held in Italy, no imposta sostitutiva applies if the non-Italian resident investor is resident for tax purposes in a Country which recognizes the Italian tax authorities' right to an adequate exchange of information.

The provisions of applicable tax treaties against double taxation entered into by Italy apply if more favourable and provided that all relevant conditions are met.

9.7.2. Atypical securities

Under a different interpretation of Italian tax law, Certificates may qualify as "atypical securities" (titoli atipici) and payments in respect of such Certificates received by Italian investors would be subject to the following regime:

a) if the Certificates are placed (collocati) in Italy, payments made to individual investors holding the Certificates not in connection with a trade (esercizio di attività commerciali) will be subject to a 26 per cent. final withholding tax. This withholding tax is levied by the entrusted Italian resident bank or financial intermediary, if any, that is involved in the collection of payments on the Certificates, in the repurchase or in the transfer of the Certificates;

b) if the Certificates are not placed (collocati) in Italy or in any case where payments on the Certificates are not received through an entrusted Italian resident bank or financial intermediary (that is involved in the collection of payments on the Certificates, in the repurchase or in the transfer thereof) and no withholding tax is levied, the individual beneficial owners will be required to declare the payments in their income tax return and subject them to a final substitute tax at a rate of 26 per cent. The Italian individual Investor may elect instead to pay ordinary IRPEF at the progressive rates applicable to them in respect of the payments; if so, the Investor should generally benefit from a tax credit for withholding taxes applied outside Italy, if any.
9.7.3. Inheritance and gift taxes

Transfers of any valuable assets (including the Certificates) as a result of death or inter vivos gift (or other transfers for no consideration) and the creation of liens on such assets for a specific purpose are taxed as follows:

a) 4% if the transfer is made to spouses and direct descendants or ancestors; in this case, the transfer is subject to tax on that part of value that exceeds EUR 1,000,000 (per beneficiary);

b) 6% if the transfer is made to brothers and sisters; in this case, the transfer is subject to the tax on that part of value that exceeds EUR 100,000 (per beneficiary);

c) 6% if the transfer is made to relatives up to the fourth degree (parenti fino al quarto grado), to persons related by direct affinity as well as to persons related by collateral affinity up to the third degree (affini in linea retta nonché affini in linea collaterale fino al terzo grado); and

d) 8% in respect of the net value of the inheritance/gift received by each person, if the transfer is made to persons other than the above-mentioned.

If the transfer is made in favour of persons with severe disabilities, the tax applies on that part of value that exceeds EUR 1,500,000.

9.7.4. Transfer tax

Transfer tax previously generally payable on the transfer of the Certificates has been abolished. A EUR 200.00 registration tax may be applicable to the transfer of the Certificates under certain circumstances.

9.7.5. Stamp Duty

Pursuant to Law Decree No. 201 of 6 December 2011, a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients and relating to securities and financial instruments. The stamp duty applies at a rate of 0.20%; this stamp duty is determined on the basis of the market value or – if no market value is available – the nominal value or redemption amount of the securities held. The stamp duty cannot exceed the amount of EUR 14,000 if the recipient of the periodic reporting communications is an entity (i.e., not an individual).

It may be understood that the stamp duty applies both to Italian resident and non-Italian resident investors, to the extent that the notes are held with an Italian-based financial intermediary.

9.7.6. Wealth Tax

Pursuant to Law Decree No. 201 of 6 December 2011, Italian resident individuals holding the certificates abroad are required to pay a wealth tax (IVAFE) at a rate of 0.20% for each year. This tax is calculated on an annual basis on the market value of the certificates at the end of the relevant year or – if no market value is available – the nominal value or the redemption value of such financial assets held abroad.

Taxpayers are entitled to an Italian tax credit equivalent to the amount of any wealth tax paid in the State where the financial assets are held (up to an amount equal to the IVAFe due).

9.7.7. Financial Transaction Tax (FTT) depending on the features of the Certificates

Pursuant to Law No. 228 of 24 December 2012, a FTT applies to (a) transfer of ownership of shares and other participating securities issued by Italian resident companies or of financial instruments representing the just mentioned shares and/or participating securities (irrespective of whether issued by Italian resident issuers or not) (the Relevant Securities), (b) transactions on financial derivatives (i) the main underlying assets of which are the Relevant Securities, or (ii) whose value depends mainly on one or more Relevant Securities, as well as to (c) any transaction on certain securities (i) which allow to mainly purchase or sell one or more Relevant Securities or (ii) implying a cash payment determined with main reference to one or more Relevant Securities.

Certificates could be included in the scope of application of the FTT if they meet the requirements set out above. On the other hand, Certificates falling within the category of bonds (obbligazioni) or debentures similar to bonds (titoli simili alle obbligazioni) are not included in the scope of the FTT.

The FTT on derivative instruments is levied at a fixed amount that varies depending on the nature of the relevant instrument and the notional value of the transaction, and ranges between EUR 0.01875 and EUR 200 per transaction.
The amount of FTT payable is reduced to 1/5 of the standard rate in case the transaction is performed on regulated markets or multilateral trading facilities of certain EU and EEA member States. The FTT on derivatives is due by each of the parties to the transactions. FTT exemptions and exclusions are provided for certain transactions and entities.

The FTT is levied and paid by the subject (generally a financial intermediary) that is involved, in any way, in the execution of the transaction. Intermediaries who are not resident in Italy but are liable to apply the FTT can appoint an Italian tax representative for the purposes of the FTT. If no intermediary is involved in the execution of the transaction, the FTT must be paid by the taxpayers. Investors are advised to consult their own tax advisers also on the possible impact of the FTT.

9.7.8. Tax monitoring obligations

Italian resident individuals (and certain other entities) are required to report in their yearly income tax return, according to Law Decree No. 167 of 28 June 1990, converted into law by Law No. 227 of 4 August 1990, for tax monitoring purposes, the amount of Certificates held abroad (or beneficially owned abroad under Italian anti-money laundering provisions). This also applies in the case that at the end of the tax year, Certificates are no longer held by the above Italian resident individuals and entities.

However, the above reporting obligation is not required with respect to Certificates deposited for management with qualified Italian financial intermediaries and with respect to contracts entered into through their intervention, provided that the same intermediaries apply a withholding tax or imposta sostitutiva on any income derived from income derived from the Certificates.
9.8. Taxation in the Netherlands

Scope of Discussion

The following is a general summary of certain material Netherlands tax consequences of the purchase, ownership and disposal of the Securities. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as trusts or similar arrangements) may be subject to special rules. In view of its general nature, it should be treated with corresponding caution.

This summary is based on the tax laws of the Netherlands, published regulations thereunder and published authoritative case law, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. Where the summary refers to "the Netherlands" it refers only to the part of the Kingdom of the Netherlands located in Europe.

This discussion is for general information purposes only and is not tax advice or a complete description of all tax consequences relating to the acquisition, holding and disposal of the Securities. Holders or prospective holders of Securities should consult their own tax advisors regarding the tax consequences relating to the acquisition, holding and disposal of the Securities in light of their particular circumstances.

Please note that the summary in this section does not describe the Netherlands tax consequences for:

- holders of Securities if such holders, and in the case of individuals, his/her partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest (aanmerkelijk belang) or deemed substantial interest (fictief aanmerkelijk belang) or right in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;

- holders of Securities who are resident of the Netherlands, if such holders, and in the case of individuals, his/her partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest or deemed substantial interest or right in another company and will obtain, under the Securities, an additional interest or right in that company, or (b) have a substantial interest or deemed substantial interest under the Securities in another company, or (c) obtain a substantial interest or deemed substantial interest under the Securities in another company;

- holders of Securities who are non-residents of the Netherlands, if such holders, and in the case of individuals, his/her partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest or deemed substantial interest or right in a Netherlands company and will obtain, under the Securities, an additional interest or right in that Netherlands company, or (b) have a substantial interest or deemed substantial interest under the Securities in a Netherlands Company, or (c) obtain a substantial interest or deemed substantial interest under the Securities in a Netherlands company;

- holder of Securities if the holder has an interest or could obtain an interest under the Securities that qualifies as a 'participation' (deelneming) (generally, an interest of 5% or more alone or together with a related entity) for the purposes of the Netherlands Corporate Income Tax Act 1969 (Wet op de vennootschapsbelasting 1969);

- pension funds, investment institutions (fiscale beleggingsinstellingen), exempt investment institutions (vrijgestelde beleggingsinstellingen) (as defined in the Netherlands Corporate Income Tax Act 1969) and other entities that are, in whole or in part, not subject to or exempt from Netherlands corporate income tax;

- holders of Securities who receive or have received the Securities as employment income, deemed employment income or receive the Securities as a remuneration or deemed remuneration for activities performed by such holders or certain individuals related to such holders (as defined in The Netherlands Income Tax Act 2001);
holders of Securities who are resident of the Netherlands if such Securities entitle the holder to the beneficial ownership of (a) profit participating loans or right in an entity or (b) an interest in the enterprise of a tax transparent entity;

holders of securities who are non-residents of the Netherlands if such Securities entitle the holder to the beneficial ownership of (a) profit participating loans or rights in a Netherlands entity or (b) an interest in the enterprise of a Netherlands tax transparent entity; and

holders of Securities if such Securities are or are treated as (a) shares (aandelen), (b) profit participating certificates (winstbewijzen), (c) are linked to profits, (d) profit participating rights, (e) debt characterized as equity for Netherlands tax purposes, or (f) redeemable in exchange for, convertible into or linked to shares or other equity instruments, issued or to be issued by a Netherlands entity, the Issuer or an entity related to the Issuer.

9.8.1. Withholding tax

All payments made by the Issuer under the Securities may be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

9.8.2. Taxes on income and capital gains

9.8.3. Netherlands Resident Entities

Generally speaking, if the holder of Securities is an entity that is a resident or deemed to be resident of the Netherlands for Netherlands corporate income tax purposes (a "Netherlands Resident Entity"), any payment under the Securities or any gain or loss realized on the disposal or deemed disposal of the Securities is subject to Netherlands corporate income tax at a rate of 20% with respect to taxable profits up to €200,000 and 25% with respect to taxable profits in excess of that amount (rates and brackets for 2018).

9.8.4. Netherlands Resident Individuals

If a holder of Securities is an individual, resident or deemed to be resident of the Netherlands for Netherlands income tax purposes (a "Netherlands Resident Individual"), any payment under the Securities or any gain or loss realized on the disposal or deemed disposal of the Securities is taxable at the progressive income tax rates (with a maximum of 51.95 % in 2018), if:

(i) the Securities are attributable to an enterprise from which the holder of Securities derives a share of the profit, whether as an entrepreneur (ondernemer) or as a person who has a co entitlement to the net worth (medegerechtigd tot het vermogen) of such enterprise without being a shareholder (as defined in The Netherlands Income Tax Act 2001); or

(ii) the holder of Securities is considered to perform activities with respect to the Securities that go beyond ordinary asset management (normaal, actief vermogensbeheer) or derives benefits from the Securities that are taxable as benefits from other activities (uit overige werkzaamheden).

If the above-mentioned conditions (i) and (ii) do not apply to the individual holder of Securities, such holder will be taxed annually on a deemed, variable return (with a maximum of 5.38 % in 2018) of his/her net investment assets for the year (rendementsgrondslag) at an income tax rate of 30%. The net investment assets for the year are the fair market value of the investment assets less the allowable liabilities on 1 January of the relevant calendar year. The Securities are included as investment assets. A tax free allowance may be available. Actual income, gains or losses in respect of the Securities are not subject to Netherlands income tax.

For the net investment assets on 1 January 2018, the deemed return ranges from 2.02 % up to 5.38 % (depending on the aggregate amount of the net investment assets on 1 January 2018). The deemed, variable return will be adjusted annually (on the basis of historic market yields).

9.8.5. Non-residents of the Netherlands

A holder of Securities that is neither a Netherlands Resident Entity nor a Netherlands Resident Individual will not be subject to Netherlands taxes on income or capital gains in respect of any payment under the Securities or in respect of any gain or loss realized on the disposal or deemed disposal of the Securities, provided that:

(i) such holder does not have an interest in an enterprise or deemed enterprise (as defined in The Netherlands Income Tax Act 2001 and The Netherlands Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in the Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the Securities are attributable; and
(ii) in the event the holder is an individual, such holder does not carry out any activities in the Netherlands with respect to the Securities that go beyond ordinary asset management and does not derive benefits from the Securities that are taxable as benefits from other activities in the Netherlands.

9.8.6. Gift and inheritance taxes

9.8.7. Residents of the Netherlands

Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of the Securities by way of a gift by, or on the death of, a holder of such Securities who is resident or deemed resident of the Netherlands at the time of the gift or his/her death.

9.8.8. Non-residents of the Netherlands

No Netherlands gift or inheritance taxes will arise on the transfer of Securities by way of gift by, or on the death of, a holder of Securities who is neither resident nor deemed to be resident in the Netherlands, unless:

(i) in the case of a gift of a Security by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident in the Netherlands; or

(ii) the transfer is otherwise construed as a gift or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands.

For purposes of Netherlands gift and inheritance taxes, amongst others, a person that holds the Netherlands nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the ten years preceding the date of the gift or his/her death. Additionally, for purposes of Netherlands gift tax, amongst others, a person not holding the Netherlands nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the twelve months preceding the date of the gift. Applicable tax treaties may override deemed residency.

9.8.9. Other taxes and duties

No Netherlands value added tax and no Netherlands registration tax, stamp duty or any other similar documentary tax or duty will be payable by the holders of Securities on any payment in consideration for the issue of the Securities or the payment of interest by the Issuer under the Securities.
9.9. Taxation in Norway

9.9.1. Introduction

The following is a brief summary of certain Norwegian tax considerations relevant to investors that are residents of Norway for purposes of Norwegian taxation (resident or Norwegian investors). The summary is based on applicable Norwegian laws, rules and regulations as of the date of this Base Prospectus. Such laws, rules and regulations may be subject to changes after this date, possibly on a retroactive basis for the same tax year. The summary is of a general nature and does not purport to be a comprehensive description of all tax considerations that may be relevant and does not address taxation in any other jurisdiction than Norway.

Furthermore, the summary focuses only on investor categories explicitly mentioned below and does not concern tax issues for the Issuer. Special rules may apply to entities which are considered transparent for tax purposes, for investors holding Securities through a Norwegian permanent establishment and for investors that have ceased or cease to be resident in Norway for tax purposes.

Each investor should consult with and rely upon their own tax advisers to determine their particular tax consequences for him or her and the applicability and effect of any Norwegian or foreign tax laws and possible changes in such laws.

Please note that for the purpose of the summary below, a reference to a Norwegian investor refers to the tax residency rather than the nationality of the shareholder.

9.9.2. Taxation of personal and corporate investors tax resident in Norway

9.9.2.1. Personal investors

Any profit gained upon sale or redemption of the Securities is considered taxable capital gain, and loss is correspondingly considered as deductible capital loss. In general capital gains are taxed as capital income at a flat rate of 23% in the year the Securities are sold or redeemed. The same flat rate applies for losses. The exact tax consequences form a sale or redemption of the Securities depend, however, on the particular underlying for the relevant Security. In general, if the underlying consists of shares, the tax rules regarding share will apply and capital gain shall be multiplied by 1.33 before included in the investor’s capital income, which could increase the effective tax rate to 30.59%.

The taxable gain or loss is calculated per security as the difference between the consideration received and the cost price of the security, including any costs incurred upon acquisition or redemption of the security.

Special exit tax rules apply for resident personal shareholders that cease to be tax resident in Norway.

Norwegian personal investors are generally subject to net wealth taxation at a current rate of 0.85% on net tax assets exceeding NOK 1,480,000. The Securities will be included in the net wealth tax assets with their value as of 1 January in the assessment year.

9.9.2.2. Corporate investors

Any profit gained by corporate investors (i.e. limited liability companies and certain similar entities) are as a starting point considered taxable capital gain, and loss is correspondingly considered as deductible capital loss. Capital gains are taxed as capital income at a rate of 23% in the year the Securities are sold or redeemed. The taxable gain or loss is calculated per security as the difference between the consideration received and the cost price of the security, including any costs incurred upon acquisition or redemption of the security.

If the underlying object of the relevant Securities is shares or an index which covers shares, capital gains may be exempt from taxation, and losses may not be deductible pursuant to the participation exemption method ("Fritaksmetoden"). However, if the underlying shares are in entities outside the European Economic Area, or an index covering shares in such entities, additional conditions must be met for the exemption method to apply. If the Securities have several different shares (or even a mix with other securities) as underlying objects, or is linked to e.g. a share index, the Securities should be assessed more closely to determine whether it will qualify for the participation exemption or not. In the Norwegian tax authorities’ view, more than 90% of the underlying investments must be "qualifying instruments" pursuant to the participation exemption regime for the participation exemption method to apply.

Norwegian corporate investors are not subject to net wealth tax.

9.9.3. Other taxes

Norway does not impose any stamp duty or transfer tax on the transfer of Securities.

Norway does not impose any inheritance tax. However, the heir continues the giver’s tax positions, including the input values, based on principles of continuity.
9.10. Taxation in Sweden

The following is a summary of certain Swedish tax consequences for investors who are individuals or limited liability companies tax resident in Sweden (unless otherwise stated). The summary is based on the legislation currently in force and is not intended to be a comprehensive presentation of all the information necessary for an investment in the Securities. The summary contains only a general overview of the Swedish tax consequences from an investment in the Securities and is neither intended to be nor should be construed as legal or tax advice.

The tax treatment of each individual investor depends on such investor's particular circumstances. Each investor should therefore consult a tax advisor for information on the specific implications that may arise in an individual case, including the applicability and effect of foreign rules and tax treaties. Specific tax consequences which are not described below may also arise for certain categories of investors. For instance, the summary does not address situations where the Securities are held as current assets in business operations or held by partnerships, investment companies, insurance companies or investment funds. Moreover, the summary does not address the situation where securities are held on a so called investment savings account (Sw. "investeringssparkonto") which are subject to special rules and are taxed on a notional basis.

9.10.1. Taxation of individuals and limited liability companies tax resident in Sweden

9.10.1.1. Individuals

Upon the sale or redemption of the Securities, a taxable capital gain or deductible capital loss may arise. Capital gains are taxed as income from capital at a rate of 30%. The capital gain or loss is normally calculated as the difference between the sales or redemption proceeds, after deducting the costs for the disposal, and the tax basis. The tax basis for all Securities of the same class and type are normally added together and computed collectively in accordance with the "average method".

The exact tax consequences from a sale or redemption of the Securities depend on the particular underlying for the relevant Securities. In general, if the underlying consists of assets classified as equity instruments, the tax rules that apply to assets that are taxed as shares are generally applicable. If the underlying consists of assets classified as debt instruments, the tax rules that apply to such type of instruments are generally applicable. If the underlying consists of other assets than assets classified as equity instruments or debt instruments, the tax rules that apply to other assets are generally applicable. The distinction between these categories is mainly relevant due to the fact that capital losses are treated differently under Swedish tax law depending on the classification of an instrument as an equity instrument, debt instrument or other asset.

Capital losses on listed Securities with an underlying of equity instruments will be fully deductible against taxable capital gains on shares and on other listed equity instruments, with the exception of units in securities funds or special funds which consist exclusively of Swedish receivables ("Swedish interest funds"). Up to 70% of capital losses on Securities that cannot be offset in this way are deductible against other capital income. Capital losses on listed Securities with an underlying of debt instruments should generally be fully deductible against other capital income. Capital losses on Securities with an underlying of other assets than equity instruments or debt instruments are generally deductible at 70% against other capital income.

If there is a net loss in the capital income category, a tax reduction is allowed against municipal and national income tax, as well as against real estate tax and municipal real estate charges. A tax reduction of 30% is allowed on the portion of such net loss that does not exceed SEK 100 000 and 21% of any remaining loss. Such net loss cannot be carried forward to future fiscal years.

The Securities do not provide current income such as interest or dividends. Income from the Securities should therefore generally be classified as a capital gain on which no preliminary tax will be withheld. Should any income from the Securities nevertheless be classified as e.g. interest for tax purposes, it will be taxed as income from capital at a rate of 30 per cent. A preliminary tax of 30% is generally withheld on such payments to individuals resident in Sweden. The preliminary tax is usually withheld by Euroclear Sweden or, in the case of nominee-registered shares, by the Swedish nominee.

9.10.1.2. Limited liability companies

For a limited liability company, all income, including taxable capital gains, is taxed as business income at a rate of 22%. Deductible capital losses on Securities classified as equity instruments may only be deducted against taxable capital gains on such instruments. Such capital losses may also, if certain conditions are fulfilled, be offset against such capital gains in a company within the same group, provided that the requirements for exchanging group contributions (Sw. koncernbidrag) are met. A capital loss on Securities classified as equity instruments that cannot be utilised during a given year may be carried forward and be offset against taxable capital gains on equity instruments during subsequent fiscal years without any limitation in time.
9.10.2. Taxation of individuals and limited liability companies not tax resident in Sweden

9.10.2.1. Capital gains taxation

Holders of Securities that are not tax resident in Sweden and who are not operating a business from a permanent establishment in Sweden are generally not liable for Swedish capital gains taxation on the sale or redemption of the Securities. Such holders may, however, be subject to tax in their country of residence.

Under a specific tax rule, individuals that are not tax resident in Sweden may, however, be subject to tax in Sweden on the sale or redemption of Securities classified as equity instruments if they have been resident or lived permanently in Sweden at any time during the calendar year of such disposal or during any of the previous ten calendar years. Since the Securities are issued by an entity that is not organised under the laws of Sweden, a further requirement for the tax liability to apply under this rule is that such Securities must also have been acquired when the individuals were tax resident in Sweden. The application of this rule may be limited by an applicable tax treaty.

9.10.2.2. Withholding tax

Since the Securities do not provide current income, no Swedish withholding tax will be imposed on any payments on the Securities. For information purposes, Sweden only imposes withholding tax on dividend payments on Swedish shares paid to non-resident shareholders.

9.10.3. Other taxes

No inheritance tax, gift or net wealth tax is levied in Sweden, nor are any stamp or similar duties imposed in Sweden on the transfer of the Securities.
9.11. Taxation in Switzerland

The following is a general summary of certain tax consequences according to the tax laws and the tax authorities’ practice as of the date of this Base Prospectus. This outline is a summary and not exhaustive and does not take into consideration possible special circumstances of some investors and should not be considered as tax advice. The tax treatment of each investor depends on the particular situation. Tax laws and the tax authorities’ practice may undergo changes (or their interpretation or application may change) and their validity might also be retroactive.

Investors and prospective investors are advised to consult with their tax advisers with respect to the tax consequences of the purchase, ownership, disposition, lapse or exercise or redemption of a Security in light of their particular circumstances.

9.11.1. Stamp Taxes

Neither the issue of securities nor the trade of securities which classify as pure derivatives for Swiss tax purposes are normally subject to Swiss Issuance Stamp Tax and Swiss Transfer Stamp Tax even if an issuer resident in Switzerland issues the securities. Exemptions to these rules apply to securities which, due to specific features, are considered debt financing instruments (bonds, or money market securities), share-like or fund-like securities, as well as Low Exercise Price Options (LEPO) on shares (with a maturity exceeding one year) for purposes of Swiss tax law. Such kind of securities are in general subject to Swiss Issue Stamp Tax and/or Swiss Securities Transfer Tax. If upon the exercise or redemption of a security an underlying security is delivered to the investors, the transfer of the underlying security may be subject to Swiss Securities Transfer Tax (i) of 0.15% in the case of an underlying security which has been issued by a Swiss resident issuer or (ii) of 0.3% in the case of an underlying security which has been issued by an issuer resident abroad, provided in both cases that a Swiss securities dealer (Effektenhändler), as defined in art. 13 para. 3 of the Federal Stamp Tax Act (Bundesgesetz über die Stempelabgaben), is a party to the securities transaction or acts as an intermediary thereto. Certain exemptions may, inter alia, apply with regard to certain institutional investors such as mutual funds, life insurance companies and social security institutions.

9.11.2. Swiss Withholding Tax

Securities issued by an issuer resident outside Switzerland are not subject to Swiss withholding tax.

For Securities subject to Swiss withholding tax the issuer will arrange for withholding of taxes at the source.

The investor who is resident in Switzerland may be entitled to a full refund of or a full tax credit for the Swiss federal withholding tax, subject to conditions being met.

A non Swiss resident investor may be able to claim a full or partial refund of the Swiss federal withholding tax if such an investor is entitled to claim the benefits with regard to such a payment of a double taxation treaty between Switzerland and his or her country of residence.

9.11.3. Income Taxation of Securities Held by Individuals as Part of Private Property

Payments or credits received by a holder of a security, which are considered, from a Swiss taxation perspective, as investment income (dividends or interests or other income), are subject to income tax. Gains or losses realized upon a sale or other disposition by Swiss resident individuals holding a security as part of their private property and which qualify as private capital gains or losses for Swiss tax purposes are as a rule not subject to income taxation or are not deductible from taxable income respectively. Capital gains may, however, be subject to income taxation, if a security or a distinguishable part thereof qualifies as a bond where the predominant part of the annual yield is paid in a one time payment ("überwiegende Einmalverzinsung") or the security is considered as not transparent for Swiss tax purposes.

Losses arising from predominant one time interest paying bonds may be deducted from gains from similar instruments in the same tax period. Furthermore, for LEPO with a maturity exceeding one year the interest component is subject to income tax.

Profits and option premiums from securities, which are considered as pure derivatives for Swiss tax purposes (financial futures, options) are not subject to the income tax as such profits are in general considered as private capital gains provided the investor is holding the securities as private assets. Possible losses are not tax-deductible.

Income derived from a security which is neither a private capital gain nor a repayment of paid in capital (or face value in case of shares) is generally subject to income tax on Cantonal as well as on Federal level. This applies, inter alia, to any issuance discount, repayment premium, other guaranteed payments (besides repayment of capital) or any combination thereof. Payments or credits received by an investor because of dividends, interest etc. of the underlying may be subject to income tax for such investor. This may apply likewise to payments or credits derived from underlying funds.
9.11.4. Income Taxation of Warrants and Structured Securities Held by Swiss Resident Entities or Individuals as Part of Business Property

Income of any kind realized from securities as part of the business property of individuals (including deemed securities dealers due to frequent dealing, debt financing and similar criteria (Wertschrifthenhändler)) or entities resident in Switzerland are subject to personal income tax or corporate income tax on Cantonal as well as on Federal level respectively. In general respective losses are deductible regarding personal or corporate income tax.

9.11.5. Wealth Taxation of Securities Held by Swiss Resident Individuals

The market value of securities may be subject to Cantonal wealth tax levied on overall net wealth of Swiss resident individuals, regardless of whether the instruments are held as part of the private or business property.

9.11.6. Automatic Exchange of Information (AEOI)

Cross-border tax evasion should be prevented with the help of the global standard for the automatic exchange of financial account information (AEOI). To date, more than 100 countries have committed themselves to introducing this global standard in the area of tax transparency. On 9 December 2014, the Economic and Financial Affairs Council of the European Union officially adopted the revised Directive on Administrative Cooperation 2011/16/EU (the "ACD") (regarding mandatory automatic exchange of information in the field of taxation), which effectively incorporates the Common Reporting Standard. EU Member States have been required to adopt and publish the laws, regulations and administrative provisions necessary to comply with the ACD by 31 December 2015. They have been required to apply these provisions from 1 January 2016 and to automatically exchange the information since end of September 2017.

The Federal Assembly has approved the Multilateral Convention on Administrative Assistance and the Multilateral Competent Authority Agreement on the Automatic Exchange of Financial Account Information (MCAA) simultaneously with the Federal Act on the International Automatic Exchange of Information in Tax Matters (AIAG) on 18 December 2015 in order to introduce the AEOI standard in Switzerland. The regulation on the international automatic exchange of information in tax matters, which contains the implementing provisions, was adopted by the Federal Council on 23 November 2016. Therefore, Switzerland has enacted the required legislation to implement the AEOI as of 1 January 2017. The AEOI was activated with 38 states and territories on this date. Since then, Swiss financial institutions subject to the reporting duty have been collecting account information concerning persons resident in these partner states for tax purposes. Such personal, account and financial information about the account holder or controlling person will be exchanged from autumn 2018 on annual basis. Parliament adopted the federal decrees concerning the introduction of the AEOI with further partner states from 2018/2019 in December 2017. This means that Swiss financial institutions have been collecting account information in connection with further 38 partner states since 1 January 2018 and this will be exchanged for the first time in autumn 2019.
9.12. Description of the tax in connection with the U.S. withholding tax pursuant to section 871(m) of the U.S. Internal Revenue Code

Section 871(m) of the U.S. Internal Revenue Code (“IRC”) and the provisions issued thereunder stipulate that for certain financial instruments (such as for the Securities), a withholding tax (of up to 30% depending on the application of income tax treaties) shall be imposed if the payment (or deemed payment) on the financial instruments is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States.

Pursuant to these U.S. legal provisions, certain payments (or deemed payments) under certain equity-linked instruments that refer to the performance of U.S. equities or certain indices that contain U.S. equities, as an Underlying or a Basket Component, shall be treated as dividend equivalents (“Dividend Equivalents”) and shall be subject to U.S. withholding tax of 30% (or a lower income tax treaties rate). This tax liability shall apply even if pursuant to the terms and conditions of the Securities no actual dividend-related amount is paid or an adjustment is made and thus investors can only determine with difficulty or not at all any connection to the payments to be made in respect of the Securities.

It is thus possible that these U.S. provisions also apply to the Securities, particularly if an Underlying contains dividends from sources within the United States. In such case U.S. withholding tax may be due, pursuant to the relevant US provisions, on payments (or deemed payments) made in respect of Securities issued (or whose features have been modified significantly) after 1 January 2017 (however, the implementation rules issued for the U.S. provisions stipulate that the tax liability will be phased in, not commencing until 1 January 2021 for some securities).

The Issuer intends, if possible, to take any tax liability pursuant to section 871(m) into account in original and continuous pricing of the Securities and to comply with the withholding obligation using provisions that have to be made accordingly. For Securities structured in such a way that expected dividends cannot be factored into original pricing, the Issuer takes the tax liability into account in its continuous adjustment of amounts such as the underlying price to dividends paid and other factors. Investors should note that compliance with tax liability in this manner precludes the issue of tax certificates for tax payments rendered for individual investors and that no potential tax refund pursuant to the relevant U.S. provisions may be claimed either. Moreover, a 30% tax rate is generally applied, also when taking account of the tax liability in continuously adjusting amounts, due to the necessity of using a uniform rate for all investors in all cases mentioned.

If, however, on the basis of section 871(m), an amount of interest, principal or other payments on the Securities is deducted or withheld, neither the Issuer nor any paying agent or other person pursuant to the terms and conditions of the Securities would be obliged to pay additional amounts to the Security Holders as a result of the deduction or withholding, in which case the Security Holders would thus potentially receive less interest or principal than expected. In the worst case, any payments to be made in respect of the Security would be reduced to zero (0) or the amount of tax due would even exceed the payments to be made in respect of the Security (the latter situation may also arise if the Securities were to expire worthless and no payment was made to investors).
10. German Guarantee

Bank Vontobel Europe AG, Munich, Germany (the “German Guarantor”) hereby unconditionally and irrevocably guarantees to the holders of the securities for which the Guarantor is stipulated to be Bank Vontobel Europe AG, Munich in the respective Product Conditions (the “Creditors”) issued by Vontobel Financial Products GmbH, Frankfurt am Main, Germany (the “Debtor”) under this Base Prospectus (the “Securities”) the due payment of all amounts payable in accordance with the Terms and Conditions of the Securities, subject to the following conditions:

(1) This guarantee constitutes a contract in favour of the Creditors as third party beneficiaries pursuant to section 328 paragraph (1) of the German Civil Code (Bürgerliches Gesetzbuch) entitling each Creditor to demand performance of the payment obligations undertaken by the German Guarantor and to enforce such payment obligations against the German Guarantor (the “German Guarantee”).

(2) This German Guarantee constitutes direct, unsubordinated and unsecured obligations of the German Guarantor ranking, in the event of dissolutions, liquidation or insolvency of the German Guarantor or any proceeding to avoid insolvency of the German Guarantor, pari passu with all other present and future unsubordinated and unsecured obligations of the German Guarantor, save for such obligations which may be preferred by applicable law.

(3) The intent and purpose of this German Guarantee is to ensure that the Creditors, under any and all circumstances, whether factual or legal, and irrespective of validity or enforceability of the obligations of the Debtor, or any other reasons on the basis of which the Debtor may fail to fulfil its payment obligations, receive on the respective due date any and all sums payable on the maturity date in accordance with the Terms and Conditions of the Securities.

(4) Upon first written demand by the Creditors and their written confirmation that an amount under the Securities has not been paid when due by the Debtor, the German Guarantor shall pay to them all amounts required to fulfil the intent and purpose of this German Guarantee specified in paragraph (3) above. Payments under this German Guarantee are subject to (without limitation) the Terms and Conditions of the Securities.

(5) Upon discharge of any obligations of the Debtor or the German Guarantor subsisting under the Securities or under this German Guarantee in favour of a Creditor, the relevant guaranteed right of such Creditor under the Securities or the German Guarantee, respectively, shall cease to exist.

(6) The form and content of this German Guarantee as well as all rights and duties arising therefrom are governed exclusively by the laws of Germany. Non-exclusive court of venue for all litigation with this German Guarantee and arising from the legal relations established under this German Guarantee is Munich.

Munich, 10 July 2019
Bank Vontobel Europe AG

signed Stefan Armbruster  
signed Jürgen Kudszus
11. Swiss Guarantee

Vontobel Holding AG, Zurich, Switzerland (the "Swiss Guarantor") hereby unconditionally and irrevocably, in accordance with article 111 of the Swiss Code of Obligations (Schweizerisches Obligationenrecht, "OR"), guarantees to the holders of the securities for which the Guarantor is stipulated to be Vontobel Holding AG, Zurich in the respective Product Conditions (the "Creditors") issued by Vontobel Financial Products GmbH, Frankfurt am Main, Germany (the "Debtor") under the Base Prospectus (the "Securities") the proper payment of all amounts payable in accordance with the terms and conditions of the securities, subject to the following conditions:

(1) This guarantee represents an independent, unsecured and non-subordinated obligation of the Swiss Guarantor, which ranks pari passu with all its other unsecured and non-subordinated obligations, except those that have preference by law.

(2) The intent and purpose of this guarantee is to ensure that, under all actual or legal circumstances and irrespective of motivations, defences, or objections on whose grounds payments may fail to be made by the Debtor, and irrespective of the effectiveness and enforceability of the obligations of the Debtor under the Securities, the Creditors receive the amounts payable on the maturity date and in the manner specified in the terms and conditions of the Securities.

(3) Upon first demand by the holders and their written confirmation that an amount under the Securities has not been paid when due by the Debtor, the Swiss Guarantor shall pay to them immediately all amounts required to fulfil the intent and purpose of this guarantee specified in paragraph (2) above.

(4) The guarantee shall remain in force until all amounts under paragraph (3) have been paid in full, irrespective of any concessions the Creditors have granted the Debtor.

(5) For as long as the Swiss Guarantor has not paid in full amounts that have become due and are payable by it, it shall not claim vis-à-vis the Debtor, in respect of any payments it has made according to the guarantee, any recourse or other rights to which it may become entitled in relation to or as a result of such partial payment.

(6) Each payment made under this guarantee shall reduce the Swiss Guarantor's obligation accordingly.

(7) This guarantee represents an independent guarantee (and not surety (Bürgschaft)) under Swiss law. All rights and obligations arising from the guarantee are subject in all respects to Swiss law.

(8) The courts of law of the Canton of Zurich shall have exclusive jurisdiction over all actions and legal disputes relating to the guarantee. The place of jurisdiction shall be Zurich 1. Notwithstanding the foregoing, appeals may be lodged with the Swiss Federal Supreme Court in Lausanne, whose decision shall be final.

Zurich, 10 July 2019

Vontobel Holding AG

signed Bruno Kohli

signed Florian Bättig
12. Form of Final Terms

[in case of a Continuation of a Public Offer of Securities (see section 7.8 of the Base Prospectus) the information included in the Form of Final Terms of the Base Prospect under which such Securities were offered to the public initially will be incorporated by reference at this point.]

Final Terms

[in the event of a replacement (which term does not include an increase of issue) of the Final Terms: (which replace the Final Terms dated ●)]

for

[insert Nordic Growth Market (NGM) symbol, if applicable: ●]  
[type of Security: ●]  
[insert marketing name, if appropriate: ●]

linked to

[Underlying(s): ●]  
[ISIN ●]  
(the "Securities")

Issuer:  Vontobel Financial Products GmbH, Frankfurt am Main, Germany
Guarantor:  [Vontobel Holding AG, Zurich, Switzerland] [Bank Vontobel Europe AG, Munich, Germany]
Offeror:  Bank Vontobel Europe AG, Munich, Germany

[in case of a Resumption of the Offer for securities that have been publicly offered for the first time under the Base Prospectus dated 13 September 2017 or Base Prospectus dated 13 August 2018, insert:

Information in connection with the Resumption of the Offer:

First Final Terms  Final Terms [No. ●] dated [Issue Date of the initial issue: ●]


Total offer size:  ●

These Final Terms were prepared for the purposes of Article 5 (4) of Directive 2003/71/EC and should be read in conjunction with the Base Prospectus (including any supplements) dated 10 July 2019. It should be noted that only the Base Prospectus dated 10 July 2019 (including the information incorporated in it by reference) and these Final Terms together contain all the information about the Issuer, the Guarantor and the Securities offered. The Base Prospectus, any supplements and these Final Terms are published on the Issuer's website (prospectus.vontobel.com) whereby the Final Terms are accessible by entry of the respective ISIN on the website prospectus.vontobel.com and the Base Prospectus and any supplements thereto are directly accessible on the website prospectus.vontobel.com under the heading “Base Prospectus”. A summary for the specific issue is appended to these Final Terms.

[if the term of the Securities extends beyond the last day of validity of this Base Prospectus, insert additionally where applicable: The Base Prospectus dated 10 July 2019 is valid until [insert date twelve months after approval of this Base Prospectus: ●]. After that date, the Public Offer will be extended on the basis of one or more successor Base Prospectuses (each a "Successor..."
These Final Terms were prepared for the purpose of [the Public Offer of the Securities] [in the case of private placements only, insert: the admission to trading on a regulated market in the context of a Private Placement]. [in the case of a new issue or increase of issue of Securities, insert: The issue of the Securities represents [a new issue][the [insert number of the increase of issue: ●] increase of issue].]

I. Terms and Conditions

The Securities are subject to the General Conditions in the [in case of a new issue or an increase of Securities issued under this Base Prospectus: Base Prospectus dated 10 July 2019 (section 8.1)][in case of an increase of Securities issued under the Base Prospectus dated 13 August 2018: Base Prospectus dated 13 August 2018][in case of an increase of Securities issued under the Base Prospectus dated 13 September 2017: Base Prospectus dated 13 September 2017] as well as the corresponding Product Conditions for [Tracker Certificates] [Open-End Tracker Certificates] [Tracker Certificates linked to baskets] [Open-End Tracker Certificates linked to baskets] which together constitute the terms and conditions (the “Terms and Conditions”).

In the case of a new issue or increase of issue of Securities issued under this Base Prospectus, insert the relevant table from chapter 8.2 for the Product Conditions applicable in the particular case and select applicable options and complete applicable placeholders][in the case of an increase of issue of Securities issued under the Base Prospectus dated 13 August 2018, insert the relevant table from chapter 8.2 for the Product Conditions applicable in the particular case and select applicable options and complete applicable placeholders]

In the case of an increase of issue of Securities issued under the Base Prospectus dated 13 September 2017, insert the relevant table from chapter VIII.2 for the Product Conditions applicable in the particular case and select applicable options and complete applicable placeholders]

In the case of a Resumption of the Public Offer of Securities issued under the Base Prospectus dated 13 August 2018, insert the relevant section I of the First Final Terms

In the case of a Resumption of the Public Offer of Securities issued under the Base Prospectus dated 13 September 2017, insert the section I of the First Final Terms

II. Information about the Underlying

The Underlying to which the Securities are linked is:

[share, security representing shares (ADR/GDR) or other dividend-bearing security, issuer, ISIN and/or Bloomberg or other symbol, currency, further details where relevant]

[bond, issuer, ISIN and/or Bloomberg or other symbol, currency, further details where relevant]

[index, index calculation agent, ISIN and/or Bloomberg or other symbol, currency, index disclaimer where relevant, indication of where information about this index can be obtained, further details where relevant]

[commodity, ISIN and/or Bloomberg or other symbol, currency, brief description where relevant, further details where relevant]

[future, interest rate future, expiry month/year, ISIN and/or Bloomberg or other symbol, brief description where relevant, further details where relevant]

[exchange rate, ISIN and/or Bloomberg or other symbol, brief description where relevant, further details where relevant]

[interest rate, ISIN and/or Bloomberg or other symbol, brief description where relevant, further details where relevant]

[investment unit, description of fund, ISIN and/or Bloomberg or other symbol, currency, further details where relevant]

[designation of the virtual currency, ISIN and/or Bloomberg or other symbol where relevant, brief description where relevant, further details where relevant]

[A basket consisting of [shares, securities representing shares (ADRs/GDRs) or other dividend-bearing securities][,][ and][bonds][,][ and][indices][,][ and][commodities][,][ and][futures][,][ and][interest rate futures][,][ and][exchange rates][,][ and][interest rates][,][ and][investment units][,][ and][virtual currencies]].

[in the case of a proprietary basket as the Underlying, insert description of the selection method: ●]

[insert information about the individual basket constituents, as described above for the individual types of Underlyings: ●]]
[in the case of a proprietary index as the Underlying or a basket constituent, insert description of the principal index parameters: [●]]

Information about the historical and future performance of [the Underlying][the Underlyings] [and/or its constituents] and [its vol-
atility][their volatilities] can be obtained on the internet from [●] [http://www.bloomberg.com] [(symbol: ●)] [http://www.onvista.de] [the websites specified above].

[in the case of an index as the Underlying or a basket constituent which is provided by a legal or natural person acting together with the Issuer or in its name:]

The Issuer makes the following statements:

• the complete set of rules of the index [in the case of a basket constituent, insert name of the index: (●)]and information
on the performance of the index are freely accessible on the website[s] [of the Issuer (prospectus.vontobel.com)] [add further websites where relevant: [●]] [and/or] [of the Reference Agent (www.[relevant website(s) of the Reference
Agent])]; and

• the governing rules (including methodology of the index for the selection and the rebalancing of the constituents of the
index, the description of market disruption events and adjustment rules) are based on predetermined and objective crite-
rria.]

[If applicable, insert relevant statement on benchmarks according to Article 29 para. 2 of Regulation (EU) 2016/1011 (the
Benchmark Regulation): [The Cash Amount may be calculated or otherwise determined by reference to [insert specific
benchmark(s): ●] which is provided by [insert legal name of administrator(s): ●]]. As at the date of these Final Terms, [[insert legal
name of administrator(s): ●] is [not] included in the register of administrators and benchmarks established and maintained by the
European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the Regulation (EU) 2016/1011 (the "Benchmark
Regulation").] [insert alternative and/or additional statement(s) on benchmarks according to Article 29 para. 2 of the Benchmark
Regulation: [●]],

[if applicable, insert information in relation to Section 871(m) of the Internal Revenue Code: ●]

III. Further Information on the Offer of the Securities

1. Stock exchange listing and trading arrangements

Stock exchange listing: [Not applicable] [Application is made for the Securities
[to be admitted to trading] [to be included in the regulated unofficial market of]

[on the Nordic Growth Market (Nordic Derivatives Exchange [Denmark][Finland][Sweden][Norway], NDX)]

[on [the regulated market of] Euronext [Amsterdam N.V.][Paris S.A.]]

[on Mercato Telematico of securitised derivatives (SeDeX) of Borsa Italiana S.p.A. (Borsa)]

[insert further stock exchange(s), as the case may be: ●]

[and]

[insert applicable stock exchange(s), as the case may be: ●].

[If known, insert the first dates on which the Securities will be admitted to trading: ●]

[Other existing stock
exchange listings: [●]]

[In the case of an increase of issue, indicate that the original Securities are already listed: [●]]

Pricing: [Prices are quoted as the monetary price per Security.]

[Prices are quoted as a percentage price. [Accrued interest is [not included (clean pricing)]
[included (flat or dirty pricing)] for pricing purposes.]

[Market Maker: Indicate names and addresses of the relevant firms that have undertaken to act as interme-
diaries in the secondary market, providing liquidity by means of bid and offer prices:]

[Bank Vontobel Europe AG, Alter Hof 5, 80331 Munich, Germany]

[●]]

[Last stock exchange trading day: ● [subject to early redemption]]

Minimum Trading Size: ●
2. Terms of the offer

[In the case of a public offer without a subscription period for a new issue or increase of issue, insert:

The Issue Price and the Value Date of the Securities and the start [except in case of products with an unlimited term (Open-End), insert: as well as the expected end] of the Public Offer are specified below.]

[In the case of a public offer with a subscription period for a new issue or increase of issue, insert:

The Securities will be offered during the Subscription Period; the Subscription Period, Value Date and Issue Price of the Securities as well as the start [and the expected end] of the public offer are specified in the disclosures below. The Issuer reserves the right to terminate the Subscription Period early [or to extend it], to reduce subscriptions, or not to proceed with the issue of the Securities, without giving reasons.]

[In the case of a private placement, insert:

The Issue Price and the Value Date of the Securities are specified below.]

| [Subscription Period] • [The Issuer reserves the right to terminate the Subscription Period early [or to extend it].] |
| [Minimum Subscription Amount:] • |
| [Maximum Subscription Amount:] • |
| [Issue Price] • [plus price surcharge, see below]] |
| [Value Date] • [, subject to the early termination [or extension] of the Subscription Period.] |

Public Offer:

[insert only in the case of a private placement which at the same time is admitted to trading on a regulated market: A Public Offer with regard to the Securities is not intended.]

[in the Czech Republic starting from: ●]  
[in Denmark starting from: ●]  
[in Finland starting from: ●]  
[in France starting from: ●]  
[in Hungary starting from: ●]  
[in Italy starting from: ●]  
[in the Netherlands starting from: ●]  
[in Norway starting from: ●]  
[in Sweden starting from: ●]  

[If placement is planned by door-to-door selling as described below then insert:

•, with registered office ● (website: ●) will act as lead manager (the "Lead Manager"), "Responsabile del Collocamento" pursuant to Article 93-bis of the Italian Legislative Decree n. 58 dated 24 February 1998, as amended, in connection with the Offer.

The Offer Period for the Securities placed through "door-to-door selling" (pursuant to Article 30 of the Italian Legislative Decree n. 58 dated 24 February 1998, as amended, the "Italian Financial Service Act") shall be from ● (inclusive) to ● (inclusive), save in case of early termination or extension as agreed between the Issuer and the Lead Manager.]

[The Public Offer will end with the term of the Securities[except for products without predefined term (Open-End), insert: ●, expected on [insert the Valuation Date of the Securities: ●] [in case the term of the Securities outlast the last day of validity of the Base Prospectus, additionally insert as the case may be: or – in case that a base prospectus which follows the Base Prospectus has not been published on the website prospectus.vontobel.com under the heading “Base Prospectus” until the last date of the validity of the Base Prospectus – with expiration of the validity of the Base Prospectus pursuant to section 9 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”).] [Insert alternative provision regarding the end of the Public Offer, as the case may be: ●] ]
3. **Costs and charges**

[The Issue Price and the bid and ask prices provided by the Market Maker during the term of the Securities are based on internal pricing models. Among other things, the prices include a margin which the Market Maker determines at his own discretion and which, in addition to profit, also covers the costs of structuring of the Security and, if any, possible costs for distribution (sales commissions).] No costs [or taxes] will be deducted by the Issuer to the Security Holders in connection with an off-exchange purchase of the Securities or the purchase of the Securities on a stock exchange [(for possible commissions see below)].

[In addition to the Issue Price, the bank (customer bank) shall receive a Price Surcharge (premium) of [up to] [●] [%] of [the Issue Price] [Nominal Amount] from the investor as part of the purchase price.]

[A sales commission of [up to] [●] [%] is possible in connection with the Securities. Such sales commission refers to the Issue Price or, if this is higher, to the selling price of the securities in the secondary market.]  

[A management fee of [up to] [●] [%] [and] [a quanto fee (up to) [●] [%]] [a quanto fee [(in the amount of the Quanto interest rate)] of [up to] [●] [%]] shall be charged. The management fee [and the quanto fee] [shall] [be] [calculated] on an annual basis and deducted pro rata temporis from the cash amount. [(The Index Sponsor may receive a Performance Fee, the amount of which depends on the performance of the Underlying [compared to the highest peak in value that the Underlying has reached (watermark)] [(comparing to the highest peak in value that the Underlying has reached in the current year (watermark)] [exceeding [●] % p.a.] [the [●] [the performance of [●]]].] This not only reduces the cash amount to be paid, but also has a corresponding negative effect on price in the secondary market during the term of the securities. [●].

[Insert description of costs, commissions and charges: ●]

[No costs [or taxes] of any kind for the Security Holders will be deducted by the Issuer whether the Securities are purchased off-market (in countries where this is permitted by law) or via stock exchange [(see below for the possible payment of commissions)]. There may be fees and costs charged to the purchaser of the Securities for services, e.g. for executing the securities order or for managing the securities account. Such costs are regularly presented separately and depend solely on the terms of business of the respective bank. In case of a purchase via stock exchange, additional fees and expenses may also incur. Furthermore, profits arising from the Securities or capital represented by the Securities may be subject to taxation.]

[In addition, [further] non-product-related fees and costs may incur for which the purchaser of the securities is billed in particular for services, e.g., for the execution of the securities order or for the safekeeping of the securities in the investor’s custody account. These costs are regularly shown separately and depend exclusively on the terms and conditions of the respective bank (customer bank).] off.] [In addition, profits from securities may be subject to profit taxation or the assets from the securities may be subject to capital taxation].

4. **Publication of information after completion of the issue**

[With the exception of the notices specified in the Terms and Conditions, the Issuer does not intend to publish any information after the issue has been completed.] [insert alternative provision on the publication of information after completion of the issue, where applicable: ●]
ANNEX – Issue Specific Summary

[●]
13. Information incorporated by reference

Reference is made in the Base Prospectus in accordance with section 11 WpPG to information which represent an integral part of the Base Prospectus. The information so incorporated by reference into the Base Prospectus is in each case identified in the following table by designation of the document (including section and page number) in which the respective information is contained.

<table>
<thead>
<tr>
<th>Document</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>All sections and pages</td>
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<td>Registration Document dated 22 March 2019 of Bank Vontobel Europe AG</td>
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<tr>
<td>Registration Document dated 26 April 2019 of Vontobel Holding AG</td>
<td>All sections and pages</td>
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<tr>
<td>Base Prospectus for Tracker Certificates and Open End Tracker Certificates dated 13 August 2018</td>
<td>Section 8. and 12. / Pages 125-213 and 255-261</td>
<td>Section 7.6, 7.7, 7.8 and 12 / Page 99 und 207</td>
</tr>
<tr>
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1 If only specific pages of a document are referred to, only those sections form an integral part of the Base Prospectus and the other information contained in the document concerned is either not relevant to investors or is already included elsewhere in the Base Prospectus.
<table>
<thead>
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<th>Chapters/pages incorporated</th>
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<td>Supplement dated 27 May 2019 pursuant to Section 16 Para. 1 of the German Securities Prospectus Act (Wertpapierprospektgesetz) to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates</td>
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<td>Supplement dated 12 June 2019 pursuant to Section 16 Para. 1 of the German Securities Prospectus Act (Wertpapierprospektgesetz) to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates</td>
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</table>

1) If only specific pages of a document are referred to, only those sections form an integral part of the Base Prospectus and the other information contained in the document concerned is either not relevant to investors or is already included elsewhere in the Base Prospectus.

The aforementioned documents from which information is incorporated by reference are all published on the website of the Issuer (prospectus.vontobel.com under the heading “Registration Forms” and “Base Prospectus” respectively).
14. Continued Offers

Under the Base Prospectus, the public offering of certain securities which began under the Base Prospectus dated 13 September 2017 and the Base Prospectus dated 13 August 2018 will be continued after the expiry of the validity of the Base Prospectus dated 13 August 2018 (see section 7.8. of the Base Prospectus). The Final Terms of the following securities are published on the Issuer’s website (prospectus.vontobel.com) and can be accessed from there by entering the respective ISIN. These securities have the following securities identification number (ISIN):

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15. List of Vontobel Strategy Indices and Dynamic Baskets

The Securities issued under this Base Prospectus may be linked, as specified in the applicable Final Terms, respectively to the following proprietary Vontobel Strategy Indices or Dynamic Baskets as the underlying or basket constituent(s).

“Vontobel Swiss Smart Dividend” Performance Index

The required information about the “Vontobel Swiss Smart Dividend” Performance Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 2 February 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 September 2017 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Vontobel Gene Therapy Performance Index

The required information about the Vontobel Gene Therapy Performance Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 26 June 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 September 2017 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

e-Commerce Index

The required information about the e-Commerce Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 24 September 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Disruptors Index

The required information about the Disruptors Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 24 September 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Global Quality Dividend Achievers Index

The required information about the Global Quality Dividend Achievers Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Power of Global Brands Index

The required information about the Power of Global Brands Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Family Influenced Businesses Index

The required information about the Family Influenced Businesses Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Family Businesses Index II (CHF)

The required information about the Family Businesses Index II (CHF) is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).
Disruptor Index II (CHF)
The required information about the Disruptor Index II (CHF) is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Smart Farming Index
The required information about the Smart Farming Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Smart Farming Index II (CHF)
The required information about the Smart Farming Index II (CHF) is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

VT Opportunities Index
The required information about the VT Opportunities Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Gigant High Income Emerging Market Bond Strategy Index
The required information about the Gigant High Income Emerging Market Bond Strategy Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

The Era of Robotics Index
The required information about the The Era of Robotics Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 24 October 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Impact for Good Index
The required information about the Impact for Good Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 21 November 2018 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Sturhahn Sustainability Index
The required information about the Sturhahn Sustainability Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 2 January 2019 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

Vontobel Belt and Road Index, advised by CCBIAM
The required information about the Vontobel Belt and Road Index, advised by CCBIAM is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (*Wertpapierprospektgesetz, "WpPG") from the supplement dated 2 May 2019 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and
Open-End Tracker Certificates (see chapter 13 of the Base Prospectus). Furthermore, the required information about the Vontobel Belt and Road Index, advised by CCBIAM is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 13 May 2019 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

**Aqua Index**

The required information about the Aqua Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 27 May 2019 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).

**Reuss Private Fixed Income Opportunity EUR Index**

The required information about the Reuss Private Fixed Income Opportunity EUR Index is incorporated by reference in accordance with section 11 of the German Securities Prospectus Act (Wertpapierprospektgesetz, “WpPG”) from the supplement dated 12 June 2019 pursuant to Section 16 Para. 1 WpPG to the Base Prospectus dated 13 August 2018 for Tracker Certificates and Open-End Tracker Certificates (see chapter 13 of the Base Prospectus).