

[BASE] [PROSPECTUS] [FINAL TERMS]



for

Express Certificates

**Deutsche Bank AG [London]**

[Up to] [Quantity] Express Certificates [each WKN/ISIN] relating to [insert details of the Underlying]

Issued under its **X-markets™** Express Programme

[Issue Price: [Amount] [°] per Express Certificate

[WKN/ISIN]

The issuer (the "Issuer") of the securities described in [this Prospectus] [these Final Terms] is Deutsche Bank AG, Frankfurt am Main, incorporated under the laws of Germany, acting through its London branch ("Deutsche Bank AG London"). [Deutsche Bank AG London is registered as a foreign company in England and Wales.]

Under its X-markets Express Programme (the "Programme"), the Issuer is authorised to and may issue securities relating to shares and/or indices. The Issuer has determined to issue [up to] [quantity] ● Express certificates (the "Securities") relating to the [Shares] [Index] specified above and upon the final terms and conditions set out in the "Product Conditions" section of this document and the general terms and conditions set out in this document (the "General Conditions", which together with the Product Conditions shall be referred to as the "Conditions"). This Programme shall be used for Securities for which the Issuer has elected Luxembourg as its home Member State as defined in Directive 2003/71/EC Chapter 1, Article 2(1)(m). References to the term "Underlying" shall be construed as references to the [Shares] [Index] specified above.

The Issuer has a right of substitution and a right to change the office through which it is acting, subject as provided in General Condition 8.

[Application will be made to list the Securities on the SeDeX market of the Milan Stock Exchange which is a regulated market for the purposes of Directive 2003/71/EC.] [The Securities have been admitted to the SeDeX market of the Milan Stock Exchange, which is a regulated market for the purposes of Directive 2003/71/EC].

**Prospective purchasers of the Securities should ensure that they understand fully the nature of the Securities, as well as the extent of their exposure to risks associated with an investment in the Securities and should consider the suitability of an investment in the Securities in the light of their own particular financial, fiscal and other circumstances. Prospective purchasers of the Securities should refer to the "Risk Factors" section of this document. The Securities will represent unsubordinated, unsecured contractual obligations of the Issuer which will rank *pari passu* in all respects with each other.**

The Securities have not been and will not be and are not required to be registered under the United States Securities Act of 1933, as amended. The Securities may not be offered or sold except to persons located outside the United States. For a description of certain restrictions on the sale and transfer of the Securities, please refer to the General Information section of this document.

**The Base Prospectus (the "Base Prospectus") is dated 15 September 2006 and provides information with respect to various types of financial instruments which are capable of issue under the Express Programme. [These Final Terms][This Prospectus] constitute(s), in relation to the Securities only, a completed version of the Base Prospectus and is dated [•] [•], [•].]**

**Deutsche Bank**

## IMPORTANT

Deutsche Bank AG, [Frankfurt am Main] [London] accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

No dealer, salesman or other person is authorised to give any information or to make any representation other than those contained in this document in connection with the offering or sale of the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any Agent. None of this document and any further information supplied in connection with the Securities is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer that any recipient of this document or any further information supplied in connection with the Securities should purchase any of the Securities. Each investor contemplating purchasing Securities should make its own independent investigation of the risks involved in an investment in the Securities. Neither this document nor any other information supplied in connection with the Securities constitutes an offer by or on behalf of the Issuer or any other person to subscribe for or purchase any Securities, i.e. no subscription agreement or purchase agreement may be effectively concluded in connection with Securities by way of unilateral statement by or on behalf of the subscribing or purchasing party.

The distribution of this document and the offering of the Securities in certain jurisdictions may be restricted by law. The Issuer does not represent that this document may be lawfully distributed, or that the Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any distribution or offering. Accordingly, the Securities may not be offered or sold, directly or indirectly, and none of this document, any advertisement relating to the Securities and any other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this document comes must inform themselves about, and observe, any such restrictions. Please refer to General Selling and Transfer Restrictions contained in the section entitled General Information contained in this document, and the additional information contained in the section "Country Specific Information" attached hereto.

This document may contain forward-looking statements. Forward-looking statements are statements that are not historical facts, including statements about beliefs and expectations. Any statement in this document that states intentions, beliefs, expectations or predictions (and the assumptions underlying them) is a forward-looking statement. These statements are based on plans, estimates, and projections as they are currently available to the management of Deutsche Bank. Forward-looking statements therefore speak only as of the date they are made, and the Issuer undertakes no obligation to update publicly any of them in light of new information or future events. Forward-looking statements involve inherent risks and uncertainties. A number of important factors could therefore cause actual results of the Issuer or of the Securities to differ materially from those contained in any forward-looking statement.

## DOCUMENTS INCORPORATED BY REFERENCE

[The following documents shall be incorporated in, and form part of, this Base Prospectus:

	Document	Approved by:
1.	<p><u>Registration Document of Deutsche Bank AG as of 15 May 2006</u>            Containing all information concerning the Issuer as required by Regulation 2003/71/EC:</p> <ul style="list-style-type: none"> <li>• Details of Responsible Persons</li> <li>• Statutory auditors of Deutsche Bank AG</li> <li>• Risk Factors relating to the Issuer</li> <li>• History and Development of the Issuer</li> <li>• Business Overview (including principal business activities and markets)</li> <li>• Trend information / Recent developments and outlook</li> <li>• Statement of no material adverse change</li> <li>• Financial information concerning Deutsche Bank's Assets and Liabilities, Financial Position and Profits and Losses               <ul style="list-style-type: none"> <li>- Financial Statements of the Deutsche Bank group, 31 December 2005</li> <li>- Financial Statements of the Deutsche Bank group, 31 December 2004</li> <li>- Interim Financial Statement of the Deutsche Bank group as of 31 March 2006</li> </ul> </li> <li>• Organisational structure</li> <li>• Administrative, management and supervisory bodies</li> <li>• Details of major shareholders</li> <li>• Legal and arbitration proceedings</li> <li>• Material contracts</li> <li>• Documents on display (including memorandum and articles of association)</li> </ul>	<p>Bundesanstalt für            Finanzdienstleistungsaufsicht            (BaFin)</p> <p>Approved by BaFin on 19            May 2006 in accordance with            section 13 WpPG</p>
	2005 Annual Report	
	2004 Annual Report	
	Interim Report as of 30 June, 2006	
	<i>[Insert any other document incorporated by reference in relation to individual securities issued under the Base Prospectus [●]], excluding documents that should be in the Registration Document</i>	

The following information is set forth in the **Registration Document**.

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The following information is set forth in the **Interim Report as of June 30, 2006**.

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Any other information contained in the documents incorporated by reference referred to in this Cross Reference List but not listed above, is incorporated by reference for information purposes only.

Save as disclosed herein, there has been no material adverse changes in the financial position (including those arising out of any legal or arbitration proceeding) and in the prospects of Deutsche Bank since the date of Deutsche Bank's last published audited financial statement.

*[Insert for Unitary Prospectus:* The following documents shall be incorporated in, and form part of, the Prospectus:

	<b>Document</b>	<b>Approved by:</b>
	Base Prospectus dated [●] for Express Certificates (the " <b>Base Prospectus</b> ")	Approved by the <i>Commission de Surveillance du Secteur Financier</i> on [●]

]

The documents specified above and incorporated by reference shall be available at the registered office of the Issuer and in Luxembourg at the Issuer's *[insert as applicable: branch office, Deutsche Bank Luxembourg Branch, 2, Boulevard Konrad Adenauer, L-1115 Luxembourg]* *[agent in Luxembourg, Banque de Luxembourg, at 55, rue des Scillas, L-2529, Luxembourg]*.

## FORM OF DOCUMENT

### PUBLICATION

This document constitutes [a] [completed version of a] [base prospectus (the “**Prospectus**”)] [final terms (“**Final Terms**”)] according to Art. 5 (IV) of the Prospectus Directive (Directive 2003/71/EC), as implemented by the relevant provisions of the EU member states, in connection with Regulation 809/2004 of the European Commission. As such, the Base Prospectus does not contain information which was not yet known at the time the Base Prospectus has been approved and which can only be determined at the time of the individual issue of securities under the Base Prospectus.

For each issue of securities under the Base Prospectus, the Final Terms are presented as part of a separate document which repeats the information items contained in the Base Prospectus, filled out and amended by the relevant Final Terms. Such amendments are made in places where the Base Prospectus contains blanks for Final Terms or otherwise.

The Final Terms also contain a completed version of the Summary contained in the Base Prospectus, presenting only the information relevant for the respective Securities.

This document is available, and has been published, in English. In addition, the Base Prospectus and [the] Final Terms, or the Summary and possibly other parts of both documents, may also have been published in other languages. Investors who wish to receive information in languages other than English should not only study the document containing a translation of the Summary of the Base Prospectus (and, where applicable, other parts of the Base Prospectus), but also refer to the translation of the Summary in the relevant Final Terms (and where applicable, other parts of the Final Terms).

The Base Prospectus together with any documents incorporated by reference has been published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)), as well as on the Issuer’s website ([www.x-markets.db.com](http://www.x-markets.db.com)) together with any translations thereof, or of the Summary thereto. [In the event that the Securities are admitted to trading on the SeDeX market of the Milan Stock Exchange, the Base Prospectus and the above mentioned documents will also be published on the the website of the Milan Stock Exchange ([www.borsaitalia.it](http://www.borsaitalia.it)).] In addition, the Base Prospectus and any documents incorporated by reference shall be available at the registered office of the Issuer and in Luxembourg at the Issuer’s [*insert as applicable:*branch office, Deutsche Bank Luxembourg Branch, 2, Boulevard Konrad Adenauer, L–1115 Luxembourg] [agent in Luxembourg, Banque de Luxembourg, at 55, rue des Scillas, L-2529, Luxembourg]].

All Final Terms, together with any translations thereof, or of the Summary as amended by the relevant Final Terms, [will be][are] published on the Issuer’s website ([www.x-markets.db.com](http://www.x-markets.db.com)) [and also on the the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu))]. [In the event that the Securities are admitted to trading on the SeDeX market of the Milan Stock Exchange, the Final Terms will be also published on the the website of the Milan Stock Exchange ([www.borsaitalia.it](http://www.borsaitalia.it)).] These documents are also available at the registered office of the Issuer and in Luxembourg at the Issuer’s [*insert as applicable:*branch office, Deutsche Bank Luxembourg Branch, 2, Boulevard Konrad Adenauer, L–1115 Luxembourg] [agent in Luxembourg, Banque de Luxembourg, at 55, rue des Scillas, L-2529, Luxembourg]].

The annual reports and accompanying auditors' reports for 2004 and 2005 shall also be produced on the Issuer's website ([www.db.com](http://www.db.com)), and the interim reports (included those incorporated into this document by reference) shall similarly be produced on the Issuer's website when they become available. The annual reports and accompanying auditors' reports for 2004 and 2005 and the interim report of the first quarter of 2006 are also included in the Registration Document of Deutsche Bank AG and, each of these documents, together with the annual report for 2005 and the interim report of the second quarter of 2006, are [incorporated by reference into the Base Prospectus which in turn is] (i) incorporated by reference into this Prospectus and (ii) published on the web-site of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

The Issuer does not intend to provide any post-issuance information in relation to any assets underlying issues of securities under this programme.

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## **SUMMARY**

*The information set out below is a summary only and should be read in conjunction with the rest of this document. This summary is intended to convey the essential characteristics and risks associated with the Issuer, and in relation to the Securities and does not purport to be complete. It is taken from, and is qualified in its entirety by, the remainder of this Prospectus. Accordingly, this summary should be read as an introduction to the document, and any decision to invest in the Securities should be based on consideration of the Prospectus as a whole by the investor.*

*Prospective investors should be aware that where a claim relating to the information contained in this document is brought before a court, the investor making the claim might, under the national legislation of the respective EU member state, have to bear the costs of translating the prospectus before the legal proceedings are initiated.*

*Civil liability attaches to the Issuer who has tabled the summary including the translation thereof and applied for its notification, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this document.*

*This Summary contains:*

*Summary of Risk Factors*

*Summary of Economic Description*

*Summary of Final Terms of the Offer*

*Summary of Issuer Description*

## SUMMARY OF RISK FACTORS

### Risk Factors

#### Issuer Risk Factors

Prospective investors should consider all information provided in the Registration Document and consult with their own professional advisers if they consider it necessary. The following describes risk factors relating to the issuer's ability to meet its obligations under the securities.

#### Ratings

Ratings assigned to the issuer by certain independent rating agencies are an indicator of the issuer's ability to meet its obligations in a timely manner. The lower the assigned rating is on the respective scale the higher the respective rating agency assesses the risk that obligations will not be met at all or not be met in a timely manner. As of the publication date of this summary, the following ratings were assigned to Deutsche Bank:

Rating Agency	Long-term	Short-term
Standard & Poors (S&P)	AA-	A-1+
Moodys	Aa3	P-1
Fitch	AA-	F1+

Rating agencies may change their ratings at short notice. A rating's change may reflect the price of securities outstanding.

#### Rating of Subordinated Obligations

If Deutsche Bank enters into subordinated obligations these obligations may be rated lower. Deutsche Bank will disclose such ratings of subordinated obligations (if any).

### **Risks relating to the Securities**

An investment in the Securities involves risks. These risks may include, among others, equity market, bond market, foreign exchange, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Prospective purchasers should be experienced with respect to transactions in instruments such as the Securities and in the underlying asset or other basis of reference for the Securities (the "**Underlying**"). Prospective purchasers should understand the risks associated with an investment in the Securities and should only reach an investment decision after careful consideration, with their legal, tax, accounting

and other advisers, of (i) the suitability of an investment in the Securities in the light of their own particular financial, tax and other circumstances; (ii) the information set out in this document and (iii) the Underlying.

The Securities may decline in value and investors should be prepared to sustain a total loss of their investment in the Securities.

An investment in the Securities should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Underlying, and/or the in the composition or method of calculation of the Underlying, as the return of any such investment will be dependent, *inter alia*, upon such changes. More than one risk factor may have simultaneous effect with regard to the Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Securities.

**[Add additional product specific risk factors, if necessary]**

## **SUMMARY OF ECONOMIC DESCRIPTION**

### Single Underlying linked Express Certificates

The Securities represent an investment similar to a direct investment in the Underlying. In contrast to such direct investment, the Securities will be redeemed automatically and a specified cash amount will be paid, if the value of the Underlying on [one or more specified barrier determination day(s)] [any day during the specified barrier determination period] is greater than or equal to the specified barrier level [*if barrier level is not fixed, insert*: in respect of such day]. The cash amount will be higher, the later such early redemption occurs.

In addition the Securities provide a degree of protection against decrease in the value of the Underlying, as the investor will receive a cash amount at settlement equal to the value of the Underlying at or around the time of issuance of the Securities, if the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] has not been lower than a specified determination level.

For that protection investors forgo the opportunity to participate in any further growth in the value of the Underlying beyond the specified barrier level after an early redemption of the Securities as described above.

*[Add additional product specific information, if necessary]*

## SUMMARY OF FINAL TERMS OF THE OFFER

*This section is a brief overview of the Product Conditions [and “Information Relating to the Underlying”] as set out subsequently. It is not a complete description of the Securities and should be read in conjunction with, and is subject to, the Product Conditions, the General Conditions and all other sections of this document*

<b>Issuer:</b>	Deutsche Bank AG, Frankfurt am Main[, acting through its London branch (Deutsche Bank AG London)]
<b>[Number] [Nominal Amount] of Certificates:</b>	[•] The actual amount of Securities issued will correspond to the sum of all valid subscriptions or orders received by the Issuer.
<b>Issue Price:</b>	[•] [The Issue Price will firstly be determined on the Issue Date and then be reset continuously.]
<b>Underlying:</b>	[Shares] [Index]
<b>Offer Price:</b>	[Currency] [Amount]
<b>Issue Date:</b>	[•]
<b>[Primary Market End Date:]</b>	[•]
<b>Initial Reference Valuation Date:</b>	[•]
<b>Initial Reference Level:</b>	[•][Currency] [Amount]
<b>Reference Level:</b>	Means, in respect of any day, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the [Settlement] [Reference] Currency) equal to the [[•] [official closing] [price] [level] of the Underlying [[quoted by] [published on] the Reference Source] [•]on such day] [•], all as determined by the Calculation Agent
<b>Determination Level:</b>	[•]
<b>Final Reference Level:</b>	[•]
<b>Barrier Determination Amount:</b>	Means, in relation to [any time on] any day, an amount equal to the [°] [official closing] [price] [level] [•] of the Underlying [quoted by the Reference Source] [quoted on REUTERS [•][•][at such time] on such day, as determined by the Calculation Agent
<b>Barrier Determination Date:</b>	Means [•] (the “ <b>First Barrier Determination Date</b> ”) [, [•] (the “[•] <b>Barrier Determination Date</b> ”) and the [•] (the “ <b>Final Barrier Determination Date</b> ”) or, if any such day is not a Trading Day, the next following Trading Day unless, in the opinion of the Calculation Agent, a Market Disruption Event has occurred on such day
<b>Barrier Level:</b>	Means [•] [[•] per cent. of the Initial Reference Level] [1) in respect of the First Barrier Determination Date [•] [[•] per cent. of the Initial Reference Level]; and 2) 2) [in respect of the [•] Barrier Determination Date [•] [[•] per cent. of the Initial Reference Level]; and] 3) in respect of the Final Barrier Determination Date [•] [[•] per cent. of the Initial Reference Level], subject to adjustment in accordance with Product Condition 4

<b>[Exercise Price:]</b>	[Currency] [Amount]
<b>[Multiplier:]</b>	Means [•] [the quotient of [•] (as numerator) and the Initial Reference Level (as denominator)], subject to adjustment in accordance with Product Condition 4
<b>Exercise Date:</b>	[•]
<b>Settlement:</b>	Cash Settlement
<b>Automatic Exercise:</b>	Applicable
<b>Settlement Date(s):</b>	Means, in respect of a Security and the earlier of the Termination Date and the Exercise Date, the [third] [•] Business Day following respectively [ <ul style="list-style-type: none"> <li>a) if a Knock-Out Event occurs, the [relevant Barrier Determination Date] [•]; or otherwise</li> <li>] b) if a Knock-Out Event does not occur, the [last occurring] Valuation Date]</li> </ul>
<b>[Reference Currency:]</b>	[•]
<b>Settlement Currency:</b>	[Currency]
<b>Cash Settlement Amount:</b>	Means, in respect of each [Minimum Trade Size of] Security, <ul style="list-style-type: none"> <li>(1) an amount determined by the Calculation Agent to be equal to if, in the determination of the Calculation Agent, [•] [on a Barrier Determination Date] [on any day during the Barrier Determination Period], the Barrier Determination Amount has been equal to or above the Barrier Level (such event a "<b>Knock-Out Event</b>"): [•] [•] <ul style="list-style-type: none"> <li>[(a) if the Knock Out Event occurs in relation to the First Barrier Determination Date, [•] [•]; or</li> <li>(b) [if the Knock Out Event occurs in relation to the [•] Barrier Determination Date, [•] [•]; or]</li> <li>(c) if the Knock Out Event occurs in relation to the Final Barrier Determination Date, [•] [•];] or</li> </ul> </li> <li>(2) if a Knock-Out Event has not occurred, an amount determined by the Calculation Agent to be equal to the product of the Multiplier and an amount determined as follows: <ul style="list-style-type: none"> <li>(a) if, in the determination of the Calculation Agent, [at any time] [•] [on the Valuation Date] [during the Barrier Determination Period] the Barrier Determination Amount has been equal to or greater than the Determination Level, the Initial Reference Level; or</li> <li>(b) if, in the determination of the Calculation Agent, [at any time] [•] [on the Valuation Date] [during the Barrier Determination Period] the Barrier Determination Amount has been less than the Determination Level, an amount equal to the Final Reference Level</li> </ul> </li> </ul>
<b>[Minimum [Return] Amount:]</b>	[Currency] [Amount]
<b>Minimum Trade Size</b>	Means [•] Securities as specified in the Final Terms in accordance with the listing rules of Borsa Italiana S.p.A.
<b>[Listing:]</b>	[Application will be made to list the Securities on the SeDeX market of the Milan Stock Exchange which is a regulated market for the purposes of Directive 2003/71/EC].
<b>Calculation Agent:</b>	The Issuer shall act as the Calculation Agent

<b>Principal Agent:</b>	[Deutsche Bank AG [London]] [°]
<b>[ISIN]</b>	[°]
<b>[WKN]</b>	[°]
<b>[Common Code]</b>	[°]
<b>[Valoren]</b>	[°]
<b>[ ]</b>	[°]
<b>[Investor minimum subscription amount:]</b>	[°]
<b>[Investor maximum subscription amount:]</b>	[°]

### **Post-issuance Information**

The Issuer does not intend to provide any post-issuance information in relation to any assets underlying issues of securities under this programme. [However, the information regarding

- a) the underlying shares of issuers other than Deutsche Bank AG that are traded in a regulated market in Italy or another country and are highly liquid;
- b) the underlying indices falling within the definition contained in the applicable provision of the listing rules of Borsa Italiana S.p.A.,

are publicly available and can be found on the major domestic financial newspapers (eg, “*Il Sole 24 Ore*” - tabella Borse Estere - e “*MF*”) as well as international financial newspapers (eg, the “*Financial Times*” and/or the “*Wall Street Journal Europe*”), as specified in the “Information relating to the underlying”.]

### **[The Subscription Period] [The Offering Period]**

[Applications to subscribe for the Securities may be made from [°] until the Primary Market End Date as described in Country Specific Information, 2.] [The offer of the Securities starts on [°].] [°]. [The Issuer reserves the right for any reason to reduce the number of Securities offered.]

### **[Cancellation of the Issuance of the Securities]**

[The Issuer reserves the right for any reason to cancel the issuance of the Securities.]  
[In Particular, the issuance of the Securities is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Securities amounting to an aggregate subscription value of at least [°] on or prior to the Primary Market End Date. In the event that this condition is not satisfied, the Issuer may cancel the issuance of the Securities as of the Primary Market End Date.]

### **[Early Closing of the Subscription of the Securities]**



In accordance with the section titled “Country Specific Information”, paragraph 2, the Issuer reserves the right for any reason to close the subscription period early. [If the aggregate subscription of the Securities at any time on any Business Day prior to the Primary Market End Date reaches [°], the Issuer will close the subscription of the Securities at such time on such Business Day, without any prior notification.]]

**[Additional product specific information]**

**[e. g. on Underlying, if complex]**

## SUMMARY OF ISSUER DESCRIPTION

### History and Development of the Bank

Deutsche Bank Aktiengesellschaft originated from the reunification of Norddeutsche Bank Aktiengesellschaft, Hamburg, Rheinisch-Westfälische Bank Aktiengesellschaft, Düsseldorf and Süddeutsche Bank Aktiengesellschaft, Munich; pursuant to the Law on the Regional Scope of Credit Institutions, these had been disincorporated in 1952 from Deutsche Bank which was founded in 1870. The merger and the name were entered in the Commercial Register of the District Court Frankfurt am Main on 2 May 1957. Deutsche Bank is a banking institution and a stock corporation incorporated under the laws of Germany under registration number HRB 30 000. The Bank has its registered office in Frankfurt am Main, Germany. It maintains its head office at Taunusanlage 12, 60325 Frankfurt am Main (telephone: +49-69-910-00) and branch offices in Germany and abroad including in London, New York, Sydney, Tokyo and an Asia-Pacific Head Office in Singapore which serve as hubs for its operations in the respective regions.

Deutsche Bank is the parent company of a group consisting of banks, capital market companies, fund management companies, a property finance company, instalment financing companies, research and consultancy companies and other domestic and foreign companies (the "**Deutsche Bank Group**").

The objects of Deutsche Bank, as laid down in its Articles of Association, include the transaction of all kinds of banking business, the provision of financial and other services and the promotion of international economic relations. The Bank may realise these objectives itself or through subsidiaries and affiliated companies. To the extent permitted by law, the Bank is entitled to transact all business and to take all steps which appear likely to promote the objectives of the Bank, in particular: to acquire and dispose of real estate, to establish branches at home and abroad, to acquire, administer and dispose of participations in other enterprises, and to conclude enterprise agreements.

Deutsche Bank operates through three group divisions:

The **Corporate and Investment Bank (CIB)** comprises the following businesses:

**Global Markets** comprises all origination, sales, trading and research in securities.

**Global Banking** handles all financial requirements of companies including loans, M&A advisory services, trade and export finance and cash management services.

**Private Clients and Asset Management (PCAM)** comprises the following businesses:

**Private & Business Clients** serves private and business clients in seven countries in Europe and provides them with comprehensive and integrated financial solutions both for their private and business requirements.

**Private Wealth Management** pursues an integrated holistic business model to cater for the complex needs of high net worth clients, their families and selected institutions.

**Asset Management** combines asset management for institutional clients and private investors. It offers products in equities, bonds and real estate.

**Corporate Investments (CI)** covers the Bank's industrial shareholdings, other holdings and Bank-occupied real estate assets, private equity and venture capital activities.

The Issuer is authorised to the exercise of the banking activity pursuant to the applicable German Law and it is subject to controls and prudential supervision of the Federal Financial Authority (the "Bundesanstalt für Finanzdienstleistungsaufsicht").

The Issuer's shareholders meeting held on 1 June 2006 appointed KPMG Deutsche Treuhand-Gesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft ("KPMG") to audit the annual accounts for 2006.

#### **Selected Financial Information**

As of 30 June 2006, Deutsche Bank's issued share capital amounted to Euro 1,329,684,136.96 consisting of 519,407,866 ordinary shares without par value. The shares are fully paid up and in registered form. The shares are listed for trading and official quotation on all the German Stock Exchanges. They are also listed on the Stock Exchanges in New York, Tokyo and Zurich. The Management Board has decided to pursue delisting on certain stock exchanges other than Germany and New York in order to benefit from the integration of financial markets. In respect of the stock exchanges Amsterdam, Brussels, London, Luxembourg, Paris and Vienna this decision was already completely implemented.

## **RISK FACTORS**

## A. PRODUCT SPECIFIC RISK FACTORS

The discussion below is intended to describe various risk factors associated with an investment in the Express certificates (the **Securities**). No investment should be made in the Securities until after careful consideration of all those factors which are relevant in relation to the Securities. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Securities, but the Issuer does not represent that the statements below regarding risks of holding the Securities are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this document and reach their own views prior to making any investment decision.

Prospective investors should also consider carefully the description of the Underlying (as defined below) in the sections "Product Conditions" and "Information relating to the Underlying" and the further information which is available in relation to the Underlying (which may include additional risk factors).

### Introduction

An investment in the Securities involves risks. These risks may include, among others, equity market, bond market, foreign exchange, interest rate, market volatility and economic, political and regulatory risks and any combination of these and other risks. Some of these are briefly discussed below. Prospective purchasers should be experienced with respect to transactions in instruments such as the Securities and in the underlying asset(s) or other basis of reference for the Securities (the "**Underlying**"). Prospective purchasers should understand the risks associated with an investment in the Securities and should only reach an investment decision after careful consideration, with their legal, tax, accounting and other advisers, of (i) the suitability of an investment in the Securities in the light of their own particular financial, tax and other circumstances, (ii) the information set out in this document and (iii) the Underlying.

The Securities may decline in value and investors should be prepared to sustain a total loss of their investment in the Securities.

An investment in the Securities should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Underlying and/or in the composition or method of calculation of the Underlying, as the case may be, as the return of any such investment will be dependent, inter alia, upon such changes. More than one risk factor may have simultaneous effect with regard to the Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Securities.

Further Risk Factors are set out under the headings (B) General Risk Factors relating to the Securities and (C) Market Factors. In addition prospective investors should also review the section headed "Conflicts of Interest".

## Rights under the Securities

The certificates (the “**Securities**”) represent the right to receive payment of a cash amount at settlement. The cash amount payable at settlement will depend on whether or not the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] was lower than a specified determination level. If the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] was not lower than the specified determination level then the cash amount payable at settlement will reflect the value of the Underlying at or about the date of issuance of the Securities [If a Multiplier is used, insert: subject to the specified multiplier], otherwise the cash amount payable at settlement will reflect the value of the Underlying on the specified valuation date [If a Multiplier is used, insert: subject to the specified multiplier].

However, if the value of the Underlying on [one or more specified barrier determination day(s)][any day during the specified barrier determination period] is greater than or equal to the specified barrier level [If barrier level is not fixed, insert: in respect of such day], the Securities will be redeemed under payment of an amount specified for the occurrence of such case at the respective time. The cash amount will be higher, the later such early redemption occurs.

c

The Underlying is [please insert: index or share].

**Prospective investors should note that the return (if any) on their investment in the Securities will depend on the value of the Underlying on the specified valuation date, whether the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] has been lower than the specified determination level, and whether the value of the Underlying on [one or more specified barrier determination day][any day during the specified barrier determination period] is greater than or equal to the specified barrier level. If the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] has been lower than the specified determination level, and if the value of the Underlying on [one or more specified barrier determination day(s)][any day during the specified barrier determination period] has not been greater than or equal to the specified barrier level, investors will receive a cash amount at settlement reflecting the value of the Underlying on the specified valuation date [If a Multiplier is used, insert: subject to the specified multiplier]. In such case, if the value of the Underlying on the specified valuation date is below the value of the Underlying at or about the time of the issuance of the Securities, investors that have bought the Securities at their issue date and hold them for their entire term will make a loss on their investment. Investors may lose their investment altogether if the value or average value of the Underlying on the specified day is zero. Accordingly, an investment in the Securities involves a number of risks which may include, without limitation, a similar market risk to a direct investment in the Underlying and investors should take advice accordingly.**

Investors that have bought the Securities at their issue date and hold them for their entire term will achieve the maximum return on their investment if the value of the Underlying on [one or more specified barrier determination day][any day during the specified barrier determination period] is greater than or equal to the specified barrier

level [*If barrier level is not fixed, insert*: in respect of such day]. In such case, investors will however not participate in rises of the Underlying to a value which would result in a payment being greater than the predefined cash amount specified for such day. Accordingly, investors will profit the more from an investment in the Securities, the later during the term of the Securities the value of the Underlying rises compared to its value at or around the date of issuance of the Securities.

## **B. GENERAL RISK FACTORS RELATING TO THE SECURITIES**

### **1. No payments until settlement**

Prospective investors should note that no periodic interest payments or other distributions will be made during the term of the Securities. A realisation in the secondary market of the Securities may be the only return potentially available to the investor prior to settlement of the Securities. However, investors should note the risk factors described under the headings "Market value" and "The Securities may be Illiquid" below in this regard.

### **2. Early termination for extraordinary reasons, illegality and force majeure**

If the Issuer determines that, for reasons beyond its control, the performance of its obligations under the Securities has become illegal or, further to changes in the law and tax regulations, impractical, the Issuer may early terminate the Securities. If the Issuer early terminates the Securities, in accordance with the above, the holder of each such Security will be entitled to receive, if and to the extent permitted by applicable law, an amount in respect of each Security held by such holder equal to the fair market value of a Security notwithstanding such illegality or impracticality, all as determined by the Calculation Agent in good faith and in accordance with the reasonable market practice.

### **3. Market disruption events, adjustments and early termination of the Securities**

If so indicated in the Conditions, the calculation agent may determine that a market disruption event has occurred or exists at a relevant time. Any such determination may delay valuation in respect of the Underlying which may have an effect on the value of the Securities and/or may delay settlement in respect of the Securities.

In addition, if so indicated in the Conditions, the calculation agent may make adjustments to the Conditions to account for relevant adjustments or events in relation to the Underlying including, but not limited to, determining a successor to the Underlying or its issuer or its sponsor, as the case may be. In addition, in certain circumstances, the Issuer may terminate early the Securities following any such event. In this case, in relation to each Security, the Issuer will pay an amount, if any, determined as provided in the Conditions.

Prospective purchasers should review the Conditions to ascertain whether and how such provisions apply to the Securities and what constitutes a market disruption event or relevant adjustment event.

### **4. Taxation**

Securityholders are subject to the provisions of General Condition 6 and payment and/or delivery of any amount due in respect of the Securities will be conditional upon the payment of certain taxes, duties and/or expenses as provided in the Product Conditions.

Potential purchasers who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax



regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

## **5. Time lag after exercise**

Where the Securities are to be settled by a cash payment, then, upon their exercise, there may be a time lag between the time exercise occurs and the time the applicable cash amount relating to such exercise is determined. Any such delay between the time of exercise and the determination of the cash amount will be specified in the Conditions. However, such delay could be significantly longer, particularly in the case of a delay in exercise of such cash settled Securities arising from, as described below, any daily maximum exercise limitation or, as described below, upon the determination by the calculation agent that a market disruption event has occurred at any relevant time. The applicable cash amount could decrease or increase from what it would have been but for such delay.

Prospective purchasers should review the Conditions to ascertain whether and how such provisions apply to the Securities.

## **6. Re-offer Price**

The Issuer may enter into distribution agreements with various financial institutions and other intermediaries as determined by the Issuer (collectively the “**Selling Agents**”). The Selling Agents will agree, subject to the satisfaction of certain conditions, to subscribe for the Securities at a price equivalent to or below the Issue Price. The Selling Agents have agreed to bear certain costs in connection with the issue of the Securities. A periodic fee may be payable to the Selling Agents in respect of all outstanding Securities up to and including the Expiry Date at a rate as determined by the Issuer. Such rate may vary from time to time. The Selling Agents will agree to comply with the selling restrictions set out in the Prospectus as amended and supplemented by the additional selling restrictions set out in the relevant distribution agreements and final terms of the prospectus.

The Issuer has the right to close the offering of the Securities prior to the end of the subscription period in case of adverse market conditions, as determined by the Issuer in its reasonable discretion, including but not limited to increased equity market volatility and increased currency exchange rate volatility.

## **C. MARKET FACTORS**

### **1. Market Factors**

#### *1.1 Valuation of the Underlying*

An investment in the Securities involves risk regarding the value of the Underlying. The value of the Underlying may vary over time and may increase or decrease by reference

to a variety of factors which may include corporate actions, macroeconomic factors and speculation.

*1.2 The historical performance of the Underlying is not an indication of future performance*

The historical value (if any) of the Underlying does not indicate the future performance of the Underlying. Changes in the value of the Underlying will affect the trading price of the Securities, but it is impossible to predict whether the value of the Underlying will rise or fall.

*1.3 The basis of calculating the level of the Underlying may change over time*

The basis of calculating the level of the Underlying may from time to time be subject to change (as described in *Information relating to the Underlying*) which may affect the market value of the Securities at any time and therefore the cash amount payable on settlement.

**[If the Underlying is an index or otherwise calculated by reference to constituents insert:**

*1.4 The value of the constituents of the Underlying will affect its value*

The value of the Underlying on any day will reflect the value of its constituents on such day. Changes in the composition of the Underlying and factors (including those described in these Risk Factors) which either affect or may affect the value of the constituents will affect the value of the Underlying and therefore may affect the return on an investment in the Securities. Fluctuations in the value of any one constituent may be offset or intensified by fluctuations in the value of other constituents. The historical value (if any) of the constituents does not indicate their future performance. Where the value of the constituents is determined in a different currency to the value of the Underlying, investors may be exposed to exchange rate risk.]

*1.5 Exchange rate risk*

Prospective investors should be aware that an investment in the Securities, unless they present a “quanto” feature, may involve exchange rate risks. For example, the settlement currency of the Securities may be different from the currency of an investor's home jurisdiction or the currency in which an investor wishes to receive funds.

Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macroeconomic factors, speculation and central bank and government intervention or other political factors (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Securities and any amounts payable in respect of the Securities.

## 1.6 Interest rate risk

An investment in the Securities may involve interest rate risk where there are fluctuations in the interest rate payable on deposits in the settlement currency of the Securities. This may influence the market value of the Securities.

Interest rates are determined by factors of supply and demand in the international money markets which are influenced by macroeconomic factors, speculation and central bank and government intervention or other political factors. Fluctuations in short term and/or long term interest rates may affect the value of the Securities. **[Insert if applicable:** Since the Underlying [is/includes] a fixed income security, the value of the Securities is expected to be particularly affected by interest rate fluctuations.]

## 2. Market value

The market value of the Securities during their term can fall below the issue price of the Securities.

The market value of the Securities during their term depends primarily on the value and the volatility of the Underlying. The level of market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for instruments which offer investors protection against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivative markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macroeconomic factors and speculation. If the value of the Underlying falls and/or there is a market perception that the value of the Underlying is likely to fall during the remaining life of the Securities, all other factors being equal, the market value of the Securities will under normal conditions also fall. If the value of the Underlying rises and/or there is a market perception that the value of the Underlying is likely to rise during the remaining life of the Securities, all other factors being equal, the market value of the Securities will under normal conditions also rise.

Furthermore the market value of the Securities will depend on the remaining term of the Securities to maturity and whether or not the value of the Underlying has been equal to or below the specified lower barrier level and whether it will be equal to or greater than specified redemption level(s) on [specified day(s)][specified period].

Other factors which may influence the market value of the Securities include interest rates, potential dividend or interest payments, as applicable, in respect of the Underlying, changes in the constituents, or in the method of calculating the level of, the Underlying from time to time and market expectations regarding the future performance of the Underlying and the Securities.

**[If the Underlying is an index or otherwise calculated by reference to constituents insert:**

The value of the Underlying on any day will reflect the value of its constituents on such day. Changes in the composition of the Underlying and factors (including those described in these Risk Factors) which either affect or may affect the value of the constituents, will affect the value of the Underlying and therefore may affect the market

value of the Securities. Fluctuations in the value of any one constituent may be offset or intensified by fluctuations in the value of other constituents.]

### **3. Certain hedging considerations**

Certain risks apply to purchasers that acquire the Securities for hedging purposes.

Prospective purchasers intending to purchase the Securities for the purpose of hedging their exposure to the Underlying should recognise the risks of utilising the Securities in such manner. No assurance is or can be given that the value of the Securities will correlate with movements in the value of the Underlying and the composition of the Underlying may change over time. Furthermore, it may not be possible to liquidate the Securities at a price which directly reflects the value of the Underlying. Therefore, there can be no assurance as to the level of any correlation between the return on an investment in the Securities and the return on a direct investment in the Underlying.

Hedging transactions in order to limit the risks associated with the Securities might not be successful.

### **4. The Securities may be illiquid**

It is not possible to predict if and to what extent a secondary market may develop in the Securities or at what price the Securities will trade in the secondary market or whether such market will be liquid or illiquid. If so specified in this document, application will be made to list or quote or admit to trading the Securities on the stock exchange(s) or quotation system(s) specified. If the Securities are so listed or quoted or admitted to trading, no assurance is given that any such listing or quotation or admission to trading will be maintained. The fact that the Securities may be so listed or quoted or admitted to trading does not necessarily lead to greater liquidity than if they were not so listed or quoted or admitted to trading.

If the Securities are not listed or quoted or admitted to trading on any stock exchange or quotation system, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. The liquidity of the Securities may also be affected by restrictions on offers and sales of the Securities in some jurisdictions.

The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private agreement. Any Securities so purchased may be held or resold or surrendered for cancellation. Since the Issuer may be the only market-maker in the Securities, the secondary market may be limited. The more limited the secondary market is, the more difficult it may be for holders of the Securities to realise value for the Securities prior to settlement of the Securities.

In connection with the admission to listing of the Securities on the Milan Stock Exchange, the Issuer, in its capacity of Market Maker for the *Certificates*, will undertake to display and reset within 5 days for all the listed Series bid and offer prices that do not differ by more than the maximum spread (so called "bid/ask spread") as indicated in the

Instructions to the listing rules of Borsa Italiana (“Instructions”) for a quantity at least equal to the minimum tradable lots as determined by Borsa Italiana S.p.A.

**Creditworthiness of the Issuer**

The value of the Securities is expected to be affected, in part, by investors' general appraisal of the Issuer's creditworthiness. Any reduction in the creditworthiness of the Issuer could result in a reduction in the value of the Securities. If a bankruptcy proceeding is commenced in respect to the Issuer, the return to a Securityholder may be limited and any recovery will likely be substantially delayed.

## CONFLICTS OF INTEREST

1. Transactions involving the Underlying: The Issuer and its affiliates may from time to time engage in transactions involving the Underlying for their proprietary accounts and for accounts under their management. Such transactions may have a positive or negative effect on the value of the Underlying and consequently upon the value of the Securities.
2. Acting in other capacities: The Issuer and its affiliates may from time to time act in other capacities with regard to the Securities, such as calculation agent, selling agent, agent and/or index sponsor. Such functions can allow the Issuer to determine the composition of the Underlying or to calculate its value, which could raise conflicts of interest where securities or other assets issued by the Issuer itself or a group company can be chosen to be part of the Underlying, or where the Issuer maintains a business relationship with the issuer of such securities or assets.
3. Issuing of other derivative instruments in respect of the Underlying: The Issuer and its affiliates may issue other derivative instruments in respect of the Underlying and the introduction of such competing products into the marketplace may affect the value of the Securities.
4. Conducting of hedging transactions: The Issuer may use all or some of the proceeds received from the sale of the Securities to enter into hedging transactions. The Issuer believes that such hedging activity will under normal circumstances not have a material impact on the value of the Securities. However, it cannot be assured that the Issuer's hedging activities will not affect such value. The value of the Securities might in particular be affected by the liquidation of all or a portion of the hedging positions (i) at or about the time of the maturity or expiration of the Securities or (ii), if the Securities provide for a knock-out, knock-in or a similar feature, at the time when the price or value of the Underlying approaches the relevant price or level for the knock-out, knock-in or other feature.
5. Issue Price: The issue price charged for the Securities can, in addition to loading charges, management or other fees charged, comprise a premium on the original mathematical ("fair") value of the Securities which is not visible to investors. Such premium is determined by the Issuer in its discretion and can differ from premiums charged by other issuers for comparable securities.
6. Market-Making for the Securities: The Issuer, or an agent on its behalf, may act as market-maker for the Securities (such as in the case of admission to listing of the Securities on the Sedex market of Borsa Italiana S.p.A.). In such market-making, the Issuer or its agent will, to a large extent, determine the price of the Securities itself. The prices quoted by such market-maker will usually not correspond to the prices which would have formed without such market-making and in a liquid market.

Circumstances taken into account by the market-maker when setting the quoted bid-offer prices in the secondary market notably include the Securities' fair value,

which, among other things, depends on the value of the Underlying, as well as a certain bid-offer spread targeted by the market-maker. The market-maker will in addition regularly take into account a loading charge originally raised for the Securities and any fees or costs which at maturity of the Securities are to be subtracted from the cash amount (including management, transaction or other fees charged on the basis of the Product Conditions). Furthermore, the prices quoted in the secondary market will be influenced, for example, by a premium on the Securities' original value contained in their issue price (see under 5. above), and by dividends paid or received by the Underlying, or its constituents, or other proceeds which, due to the Securities' design, are economically attributable to the Issuer.

The bid-offer spread for the Securities will be set by the market-maker based on supply and demand for the Securities and certain revenue considerations.

Certain costs, like for example management fees charged on the basis of the Product Conditions, are in many cases not taken out of the quoted prices on a consistent basis over the term of the Securities (*pro rata temporis*), but are subtracted from the Securities' fair value completely at an earlier point in time, as determined by the market-maker in its discretion. The same applies for a premium contained in the issue price and for dividends and other proceeds of the Underlying which, due to the Securities' design, are economically attributable to the Issuer, which often are not subtracted when the Underlying, or its constituents, are traded "ex dividend", but at an early stage of the Securities' term based on expected dividends for the entire term or a certain time span. The rate at which such costs are subtracted depends, *inter alia*, on the net flow back of Securities to the market-maker.

Subsequently, the prices quoted by the market-maker can substantially differ from the fair value of the Securities, or the value to be expected economically on the basis of the factors mentioned above, at the relevant time. In addition, the market-maker can at any time alter the methodology used to set the quoted prices, e. g. increase or decrease the bid-offer spread.

7. Market-Making for the Underlying: The Issuer may, in certain cases, act as a market-maker for the Underlying, which might in particular be the case when the Issuer has also issued the Underlying. By such market-making, the Issuer will, to a large extent, determine the price of the Underlying, and consequently influence the value of the Securities itself. The prices quoted by the Issuer in its market-making function will not always correspond to the prices which would have prevailed without such market-making and in a liquid market.
8. Acting as underwriter or otherwise for the issuer of Underlying: The Issuer and its affiliates may also act as underwriter in connection with future offerings of the Underlying or may act as financial adviser to the issuer of an Underlying or in a commercial banking capacity for the issuer of an Underlying. Such activities could present certain conflicts of interest and may affect the value of the Securities.
9. Obtaining of non-public information: The Issuer and/or its affiliates may acquire non-public information with respect to the Underlying, and neither the Issuer nor any of its affiliates undertakes to disclose any such information to any Securityholder. In addition, one or more of the Issuer's affiliates may publish

research reports with respect to the Underlying. Such activities could present conflicts of interest and may affect the value of the Securities.



**ECONOMIC DESCRIPTION**

## Single Underlying linked Express Certificates

The information contained in this section is intended to provide a general description of the Securities. It is qualified by the more detailed explanation set forth in the sections "Product Conditions" and "General Conditions" of this Prospectus. Prospective investors should read carefully and understand the "Product Conditions" and "General Conditions" before making any decision to invest in the Securities. The Conditions specify, amongst other things:

- Whether the Securities will be exercised automatically or not;
- If the Securities are not exercised automatically, the procedure and deadlines for exercising the Securities, and the consequences if the investor does not exercise the Securities in time;
- How and when the value of the Underlying and its constituents are determined for the purposes of valuation of the Securities; and
- How the cash amount payable at settlement will be determined (including, without limitation, whether a multiplier will be applied).

Defined terms used in this Economic Description are more fully defined in the section "Product Conditions" of this Prospectus.

### 1. Rights under the Securities

The certificates (the "**Securities**") represent the right to receive payment of a cash amount at settlement. The cash amount payable at settlement will depend on whether or not the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] was lower than a specified determination level. If the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] was not lower than the specified determination level then the cash amount payable at settlement will reflect the value of the Underlying at or about the date of issuance of the Securities *[If a Multiplier is used, insert: subject to the specified multiplier]*, otherwise the cash amount payable at settlement will reflect the value of the Underlying on the specified valuation date *[If a Multiplier is used, insert: subject to the specified multiplier]*.

However, if the value of the Underlying on [one or more specified barrier determination day(s)] [any day during the specified barrier determination period] is greater than or equal to the specified barrier level *[If barrier level is not fixed, insert: in respect of such day]*, the Securities will be redeemed under payment of an amount specified for the occurrence of such case at the respective time. The cash amount will be higher, the later such early redemption occurs.

The payment of cash at settlement is subject to deduction of certain taxes, duties and/or expenses.

The Underlying is *[please insert: index or share]*.

## 2. Economic nature of the Securities

The Securities represent an investment similar to a direct investment in the Underlying. In contrast to such direct investment, the Securities will be redeemed automatically and a specified cash amount will be paid, if the value of the Underlying on [one or more specified barrier determination day(s)][any day during the specified barrier determination period] is greater than or equal to the specified barrier level *[If barrier level is not fixed, insert: in respect of such day]*. The cash amount will be higher, the later such early redemption occurs.

In addition the Securities provide a degree of protection against decrease in the value of the Underlying, as the investor will receive a cash amount at settlement equal to the value of the Underlying at or around the date of issuance of the Securities, if the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] has not been lower than a specified determination level.

For that protection investors forgo the opportunity to participate in any further growth in the value of the Underlying beyond the specified barrier level after an early redemption of the Securities as described above.

If the value of the Underlying on [one or more specified barrier determination day(s)][any day during the specified barrier determination period] is greater than or equal to the specified barrier level *[If barrier level is not fixed, insert: in respect of such day]*, the Securities will be redeemed under payment of an amount specified for the occurrence of such case at the respective time; in this case, investors that buy the Securities at their issue date and hold the Securities for the entire term will receive a return on the initial investment, which will be the higher the later such early redemption occurs. Accordingly, investors will profit the more from an investment in the Securities, the later during the term of the Securities the value of the Underlying rises compared to its value at or around issuance of the Securities.

Otherwise, investors that buy the Securities at their issue date and hold the Securities for the entire term will receive cash amount at settlement reflecting the value of the Underlying at or around issue date, and will thus not achieve a return on the initial investment, but avoid a loss, unless the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] has been lower than a specified determination level. In the latter case, investors will receive a cash amount at settlement reflecting the value of the Underlying on the specified valuation date *[If a Multiplier is used, insert: subject to the specified multiplier]*.

The Securities do not provide a guarantee of payment of a set amount or for the right to receive repayment of the issue price. As described above, the value of any cash amount payable to the investor at settlement depends on (a) whether the value of the Underlying on [one or more specified barrier determination day][any day during the specified barrier determination period] is greater than or equal to the specified barrier level *[If barrier level is not fixed, insert: in respect of such day]*, (b) whether the value of the Underlying [at any time] [during a specified barrier determination period] [on the specified valuation date] has been lower than the specified determination level and (c) the value of the

Underlying on the specified valuation date which, in the worst-case scenario, can result in the total loss of the initial investment. There are no periodic interest payments or other distributions (e.g. dividends) payable during the term of the Securities. Accordingly, investors may only receive a positive return on their initial investment if the cash amount received at settlement or after a sale of the Securities in the secondary market during their term exceeds the price originally paid for the Securities. Investors will not receive any amounts paid by way of interest or other distributions (e.g. dividends) from time to time paid by or in respect of the Underlying and will not have any rights against the issuer of the Underlying, any constituents of the Underlying or the issuer of any such constituents.

### **3. Market Value of the Securities during their term**

The market value of the Securities during their term can fall below the issue price of the Securities.

The market value of the Securities during their term depends primarily on the value and the volatility of the Underlying. The level of market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for instruments which offer investors protection against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivative markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macroeconomic factors and speculation. If the value of the Underlying falls and/or there is a market perception that the value of the Underlying is likely to fall during the remaining life of the Securities, all other factors being equal, the market value of the Securities will under normal conditions also fall. If the value of the Underlying rises and/or there is a market perception that the value of the Underlying is likely to rise during the remaining life of the Securities, all other factors being equal, the market value of the Securities will under normal conditions also rise.

Furthermore the market value of the Securities will depend on the remaining term of the Securities to maturity and whether or not the value of the Underlying has been equal to or below the specified lower barrier level.

Other factors which may influence the market value of the Securities include interest rates, potential dividend or interest payments, as applicable, in respect of the Underlying, changes in the constituents, or in the method of calculating the level of, the Underlying from time to time and market expectations regarding the future performance of the Underlying and the Securities.

***[If the Settlement Currency is not the same as the Reference Currency and the Securities are quanto securities insert:]***

In addition, each value of the Underlying relevant for the determination of the cash amount is deemed to be in the settlement currency, without reference to any exchange rate between the currency of the Underlying and the settlement currency (so-called "**quanto securities**"). As a result, an investment in the Securities will not involve exchange rate risks. However, the relative interest rate difference between the current

interest rate relating to the currency in which each relevant value of the Underlying is deemed to be expressed and the current interest rate relating to the settlement currency of the Securities may influence the price of the Securities.]

***[If the Settlement Currency is not the same as the Reference Currency and the Securities are **NOT** quanto securities insert:***

The currency in which each value of the Underlying relevant for the determination of the cash amount is expressed is not the same as the settlement currency of the Securities. Accordingly, an investment in the Securities will involve exchange rate risks.]

***[If the Underlying is an index or otherwise calculated by reference to constituents insert:***

The value of the Underlying on any day will reflect the value of its constituents on such day. Changes in the composition of the Underlying and factors (including those described above) which either affect or may affect the value of the constituents, will affect the value of the Underlying and therefore may affect the return on an investment in the Securities.]

If, following the purchase of any Securities, the market value of the Securities falls below the purchase price paid for such Securities, investors should not expect the market value of the Securities to increase to or above the purchase price paid by the investor during the remainder of the term of the Securities.

## TERMS OF THE OFFER

### **[The Subscription Period] [The Offering Period]**

[Applications to subscribe for the Securities may be made from [°] until the Primary Market End Date as described in the section titled “Country Specific Information” below, paragraph 2.] [The offer of the Securities starts on [°].] [°]. The Issuer reserves the right for any reason to reduce the number of Securities offered.]

### **[Cancellation of the Issuance of the Securities]**

[The issuer reserves the right for any reason to cancel the issuance of the Securities.]  
[In Particular, the issuance of the Securities is conditional, amongst other matters, on the Issuer receiving valid subscriptions for Securities amounting to an aggregate subscription value of at least [°] on or prior to the Primary Market End Date. In the event that this condition is not satisfied, the Issuer may cancel the issuance of the Securities as of the Primary Market End Date.]

### **[Early Closing of the Subscription of the Securities]**

In accordance with the section titled “Country Specific Information” below, in paragraph 2, the Issuer reserves the right for any reason to close the subscription period early. [If the aggregate subscription of the Securities at any time on any Business Day prior to the Primary Market End Date reaches [°], the Issuer will close the subscription of the Securities at such time on such Business Day, without any prior notification.]]]

### **Delivery of the Securities**

The Securities will be transferred against payment of the Issue Price, in accordance with applicable law and any rules and procedures for the time being of any clearing agent through whose books any of the Securities are transferred. Investors purchasing Securities will receive them through an account with a financial institution that is a member of one of the respective clearing agents.

**[Insert if third party has been appointed as market maker:**

### **Market Making**

[Insert name of entity and address] has agreed with the Issuer to provide liquidity through bid and offer rates in the secondary market, subject to the following conditions: [°.]

## GENERAL INFORMATION

## General Taxation Information

### 1. General

Purchasers and/or sellers of Securities may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of transfer in addition to the issue price or purchase price (if different) of the Securities.

Transactions involving the Securities (including purchases, transfers, exercise or non-exercise or redemption), the accrual or receipt of any interest payable on the Securities and the death of a holder of any Securities may have tax consequences for holders and potential purchasers which may depend, amongst other things, upon the tax status of the holder or potential purchaser and may relate to – amongst other taxes and duties – stamp duty, stamp duty reserve tax, income tax, corporation tax, trade tax, capital gains tax, withholding tax, solidarity surcharge and inheritance tax.

For more specific information on the tax consequences please see the appropriate Country Specific Information.

General Condition 6 (Taxation) in the General Conditions should also be considered carefully by all potential purchasers of any Securities.

Potential purchasers of Securities are advised to consult their own tax advisors as to the tax consequences of transactions involving the Securities.

### 2. Luxembourg Taxation

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Securities should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

#### *(i) Non-resident holders of Securities*

Under Luxembourg general tax laws currently in force, subject to the Laws (as defined below) there is no withholding tax on payments of principal, premium or interest made to non-residents holders of Securities, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Securities held by non-resident holders of Securities.

However, under the Luxembourg laws of 21 June 2005 (the **Laws**), implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the **Territories**), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner or a residual entity, as defined by the Laws, which are resident of, or established in, an EU Member State (other than Luxembourg) or one of the Territories will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his/her/its country of residence or establishment, or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent. Where withholding tax is applied, it will be levied at a rate of 15 per cent. during



the first three-year period starting 1 July 2005, at a rate of 20 per cent. for the subsequent three-year period and at a rate of 35% per cent. thereafter. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the Laws would at present be subject to withholding tax of 15 per cent..

*(ii) Resident holders of Securities*

Under Luxembourg general tax laws currently in force, and subject to the Law (as defined below) there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Securities, nor on accrued but unpaid interest in respect of Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Securities held by Luxembourg resident holders of Securities.

However, under the Luxembourg law of 23 December 2005 (the **Law**) payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 10 per cent.. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the Law would be subject to withholding tax of 10 per cent..

### **3. Stamp Duty and Withholding Tax in Germany**

The following paragraphs, which are intended as a general guide on stamp duty and withholding tax only, are based on current legislation and German tax authority practice. They summarise certain aspects of German taxation only which may be applicable to the Securities but do not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase, hold, transfer or redeem the Securities. In particular, this general summary does not consider any specific facts or circumstances that may apply to a particular purchaser. Potential purchasers of the Securities who are in any doubt about their tax position on purchase, ownership, transfer or exercise or non-exercise or redemption, as the case may be, of any Security should consult their own tax advisers.

The purchase or sale of a Security is not subject to stamp, value added or similar taxes or charges in Germany, regardless of the place of issuance, execution and delivery of the Security.

Payments in respect of interest (if any) made in respect of a Security to its holder if made by an Agent having its specified office in Germany or any other financial institution in Germany or if made by the Issuer from Germany may be subject to withholding tax. For a more detailed description of the German withholding tax position the appropriate Country Specific Information should be considered carefully.

### **4. Stamp Duty and Withholding Tax in the United Kingdom**

The following paragraphs, which are intended as a general guide on stamp duty and withholding tax only, are based on current legislation and United Kingdom HM Revenue & Customs practice. They summarise certain aspects of United Kingdom taxation only which may be applicable to the Securities but do not purport to be a comprehensive

description of all tax considerations which may be relevant to a decision to purchase, hold or transfer the Securities. In particular, this general summary does not consider any specific facts or circumstances that may apply to a particular purchaser. Potential purchasers of the Securities who are in any doubt about their tax position on purchase, ownership, transfer or exercise or non-exercise or redemption, as the case may be, of any Security should consult their own tax advisers.

A purchaser of a Security may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the purchase price of such Security.

The comments above relate to United Kingdom stamp duty on issue only.

Any interest payable on the Securities, any original issue discount in respect of the Securities and/or any proceeds on redemption or exercise of the Securities will not be subject to United Kingdom withholding tax.

## **5. Italian Taxation**

Purchasers of Securities may be required to pay taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the issue price of each Security.

**Transactions involving securities may have tax consequences for potential purchasers which may depend, amongst other things, upon the status of the potential purchaser and laws relating to transfer and registration taxes. Potential purchasers who are in any doubt about the tax position of any aspect of transactions involving securities should consult their own tax advisers.**

The following is a summary of current Italian law and practise relating to the taxation of the Securities. Prospective purchasers of the Securities are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Securities.

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

Law No. 80 of 7 April, 2003 for the reform of the Italian tax system was approved by the Italian Parliament on 26 March, 2003 and authorises the Italian Government, inter alia, to issue, within two years of the entering into force of such law, legislative decrees introducing a general reform of the tax treatment of financial income.

Legislative Decree No. 344 of 12 December 2003 published in the Italian Official Gazette of 16 December 2003, No. 261 (Ordinary Supplement No. 190), effective as of 1 January

2004 introduced the reform of taxation of corporations and of certain financial income amending the Italian Income Taxes Consolidated Code.

Legislative Decree No. 247 of 19 November 2005, published in the Official Gazette No. 280 of 1 December 2005 (known as the "*Correttivo IRES*"), introduced changes to the taxation of corporation and certain financial incomes, amending, *inter alia*, the Italian Income Taxes Consolidated Code.

### ***Italian Taxation of Securities***

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December, 1986 and Legislative Decree No. 461 of 21 November, 1997, as subsequently amended, where the Italian resident Securityholder is (i) an individual not engaged in an entrepreneurial activity to which the Securities are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Securities are subject to a 12.5% substitute tax ("*imposta sostitutiva*"). The recipient may opt for three different taxation criteria:

(1) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Securities are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual holding the Securities not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Securities carried out during any given tax year. Italian resident individuals holding the Securities not in connection with an entrepreneurial activity 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 *imposta sostitutiva* on such gains together with any balance 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.

(2) As an alternative to the tax declaration regime, Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Securities (the "*risparmio amministrato regime*"). Such separate taxation of capital gains is allowed subject to (i) the Securities being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Securityholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Securities (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 Securityholder or using funds provided by the Securityholder for this purpose. Under the *risparmio amministrato regime*, where a sale or redemption of the Securities results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato regime*, the Securityholder is not required to declare the capital gains in the annual tax return.

(3) Any capital gains realised by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Securities, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime 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 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary. Under this *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 Securityholder is not required to declare the capital gains realised in the annual tax return.

Where an Italian resident Securityholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Securities are effectively connected, capital gains arising from the Securities will not be subject to *imposta sostitutiva*, but must be included in the relevant Securityholder's income tax return and are therefore subject to Italian corporate tax (IRES).

Capital gains realised by non-Italian resident Securityholders are not subject to Italian taxation, provided that the Securities are held outside of Italy.

#### ***Atypical securities***

In accordance with a different interpretation of current tax law it is possible that the Securities would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of 30 September, 1983 as implemented by Law No. 649 of 25 November, 1983. In this event, payments relating to Securities may be subject to an Italian withholding tax, levied at the rate of 27 per cent.

The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Securityholder and to an Italian resident Securityholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution. The 27 per cent. withholding tax is applied as an advance payment (*ritenuta d'acconto*) for Italian resident individuals engaged in an entrepreneurial activity to which the Securities are connected.

These General Conditions relate to the Securities and must be read in conjunction with, and are subject to, the Product Conditions set out in this document. The Product Conditions and the General Conditions together constitute the Conditions of the Securities.

#### **6. EU Savings Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required, from 1st July, 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such

payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

## General Selling and Transfer Restrictions

### 1. General

The distribution of this document and the offering of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about and to observe any such restrictions.

### 2. United States of America

The Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), and trading in the Securities has not been approved by the United States Commodity Futures Trading Commission (the “**CFTC**”) under the United States Commodity Exchange Act (the “**Commodity Exchange Act**”). No Securities, or interests therein, may at any time be offered, sold, resold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. No Securities may be exercised or redeemed by or on behalf of a U.S. person or a person within the United States. As used herein, “**United States**” means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction; and “**U.S. person**” means (i) an individual who is a resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC’s regulations by virtue of its participants being non-U.S. persons; or (vii) any other “U.S. person” as such term may be defined in Regulation S under the Securities Act or in regulations adopted under the Commodity Exchange Act.

### 3. European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) no offer of Securities to the public in that Relevant Member State has been made or will be made except that, with effect from and including the Relevant Implementation Date, an offer of Securities to the public in that Relevant Member State may be made:

(a) in (or in Germany, where the offer starts within) the period beginning on the date of publication of the Base Prospectus in terms of which these Final Terms are completed, where such Base Prospectus 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, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of publication of the Base Prospectus;

(b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or

(d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Securities to the public” in relation to any 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 and the expression **Prospectus Directive** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

#### **4. Italy**

The Securities will be offered to the public in Italy in compliance with the procedure set out by article 129 of the Italian Consolidated Banking Act (Legislative Decree 385/1993) and in accordance with the Consolidated Financial Act (Legislative Decree 58/1998) and any relevant applicable provision of law and regulations.

#### **5. United Kingdom**

(a) An invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act ("**FSMA**")) may only be communicated or caused to be communicated in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA would, if the Issuer was not an authorised person, apply to the Issuer; and

(b) all applicable provisions of the FSMA must be complied with in respect to anything carried out in relation to any Securities in, from or otherwise involving the United Kingdom.

### Publication of [Prospectus] [Final Terms]

The [Base Prospectus] [Final Terms] [and any documents incorporated by reference] shall be published on the Issuer's website. In case of admission to listing of the Securities, the above mentioned documents will be also published on the website of the Milan Stock Exchange.

These websites can be found at:

Party	URL
Milan Stock Exchange	<a href="http://www.borsaitalia.it">www.borsaitalia.it</a>
Issuer (Deutsche Bank AG)	<a href="http://www.db.com">www.db.com</a> ( <a href="http://www.x-markets.db.com">www.x-markets.db.com</a> )

In addition, the [Base Prospectus] [Final Terms] [and any documents incorporated by reference] shall be available at the registered office of the Issuer and in Luxembourg at the Issuer's [*insert as applicable*:branch office, Deutsche Bank Luxembourg Branch, 2, Boulevard Konrad Adenauer, L-1115 Luxembourg] [agent in Luxembourg, Banque de Luxembourg, at 55, rue des Scillas, L-2529, Luxembourg]], and, if the Securities are admitted to trading on the Borsa Italiana S.p.A., at the "Archivio della Borsa italiana S.p.A.", Piazza Affari, 4, 20123, Milano, Italy.



## PRODUCT CONDITIONS

*These Product Conditions relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions set out in this document. The Product Conditions and the General Conditions together constitute the Conditions of the Securities.*

## PRODUCT CONDITION 1 – DEFINITIONS

**"Affiliate"** means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein **"control"** means ownership of a majority of the voting power of the entity or, as the case may be, the Issuer and **"controlled by"** and **"controls"** shall be construed accordingly;

**"Agent"** means, subject to the provisions of General Condition 5, Deutsche Bank AG, acting through *[If Deutsche Bank AG Frankfurt, acting through its London branch, is Issuer insert: its branch office in London (Deutsche Bank AG London) (the "Principal Agent") and through its principal office in Frankfurt am Main] [If Deutsche Bank AG Frankfurt is Issuer insert: its principal office in Frankfurt am Main (the "Principal Agent") and through its branch office in London (Deutsche Bank AG London)]*, (each an **"Agent"** and together the **"Agents"**);

**"Barrier Determination Amount"** means, in relation to [any time on] [any Barrier Determination Date] any day, an amount equal to the [•] [official closing] [price] [level] [traded price] [•] of the Underlying [quoted by the Reference Source] [quoted on REUTERS [•]<sup>1</sup> [•]<sup>2</sup> [at such time] on such day, as determined by the Calculation Agent[, provided that, if a Market Disruption Event has occurred and is prevailing at such time on such day, no Barrier Determination Amount shall be calculated for such time];

**"Barrier Determination Date"** means [•] (the **"First Barrier Determination Date"**) [, [•] (the **"Barrier Determination Date"**)] and the [•] (the **"Final Barrier Determination Date"**) or, if any such day is not a Trading Day, the next following Trading Day unless, in the opinion of the Calculation Agent, a Market Disruption Event has occurred on such day. If there is a Market Disruption Event on such day, then that Barrier Determination Date shall be the first succeeding Trading Day on which there is no Market Disruption Event. If the first succeeding Trading Day on which there is no Market Disruption Event has not occurred by the [eighth] [•] Trading Day immediately following the original date which, but for the occurrence of a Market Disruption Event, would have been that Barrier Determination Date, then (A) that [eighth] [•] Trading Day shall be deemed to be that Barrier Determination Date and (B) the Calculation Agent shall determine the Barrier Determination Amount for that Barrier Determination Date by determining the price or level of the Underlying that would have prevailed but for the occurrence of a Market Disruption Event as of that [eighth] [•] Trading Day having regard to the then prevailing market conditions, the last reported, published or traded level or price of the Underlying and, if applicable, of each asset included in the Underlying and such other factors as the Calculation Agent considers relevant;]

<sup>1</sup> Insert Reuters-Page

<sup>2</sup> Insert mode for determination of the Barrier Determination Amount

*[If the Barrier is continuously observed insert:*

"**Barrier Determination Period**" means the period from [and including] [but excluding] [•] to [and including] [but excluding] the [•] [time for the determination of the Final Reference Level on the Valuation Date, as specified in the definition of the Reference Level];]

*[If the Barrier Level is fixed insert:*

"**Barrier Level**" means [•] [[•] per cent. of the Initial Reference Level], subject to adjustment in accordance with Product Condition 4;

*[If the Barrier Level is not fixed insert:*

"**Barrier Level**" means

1) in respect of the First Barrier Determination Date [•] [[•] per cent. of the Initial Reference Level]; and

2) [in respect of the [•] Barrier Determination Date [•] [[•] per cent. of the Initial Reference Level]; and]

3) in respect of the Final Barrier Determination Date [•] [[•] per cent. of the Initial Reference Level],

subject to adjustment in accordance with Product Condition 4;

"**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in [London], [Frankfurt am Main] [Milan] [and [•]] a day on which each Clearing Agent is open for business and, for the purpose of making payments in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) system is open;

"**Calculation Agent**" means the Issuer, subject to the provisions of General Condition 5;

"**Cash Settlement Amount**" means, in respect of each [Minimum Trade Size of Security:

(1) an amount determined by the Calculation Agent to be equal to if, in the determination of the Calculation Agent, [•] [on a Barrier Determination Date] [on any day during the Barrier Determination Period], the Barrier Determination Amount has been equal to or above the Barrier Level (such event a "**Knock-Out Event**"): [•]<sup>3</sup> [•]<sup>4</sup>

[(a) if the Knock Out Event occurs in relation to the First Barrier Determination Date, [•]<sup>5</sup>[•]<sup>6</sup>; or

(b) [if the Knock Out Event occurs in relation to the [°] Barrier Determination Date, [•]<sup>7</sup>[•]<sup>8</sup>; or]

<sup>3</sup> Insert Currency

<sup>4</sup> Insert Amount

<sup>5</sup> Insert Currency

<sup>6</sup> Insert Amount

<sup>7</sup> Insert Currency

<sup>8</sup> Insert Amount

- (c) if the Knock Out Event occurs in relation to the Final Barrier Determination Date, [•]<sup>9</sup>[•]<sup>10</sup>;] or
- (2) if a Knock-Out Event has not occurred, an amount determined by the Calculation Agent to be equal to the product of the Multiplier and an amount determined as follows:
- (a) if, in the determination of the Calculation Agent, [at any time] [•] [on the Valuation Date] [during the Barrier Determination Period] the Barrier Determination Amount has been equal to or greater than the Determination Level, the Initial Reference Level; or
- (b) if, in the determination of the Calculation Agent, [at any time] [•] [on the Valuation Date] [during the Barrier Determination Period] the Barrier Determination Amount has been less than the Determination Level, an amount equal to the Final Reference Level;

**[If the Settlement Currency is not the same as the Reference Currency, insert:**

The Cash Settlement Amount will be converted into the Settlement Currency at the Exchange Rate on the [Business Day immediately following the] [Valuation Date] [last occurring Valuation Date] [(] [or, if such day is not a Business Day, the immediately following][preceding] day which is a Business Day].]

The Cash Settlement Amount will be rounded to the nearest [two decimal places] [whole unit] in the Settlement Currency, [0.005] [half a unit] being rounded downwards;]

**"Clearing Agent"** means Monte Titoli S.p.A., in Milan, Italy, and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Securityholders in accordance with General Condition 4 (each a **"Clearing Agent"** and together the **"Clearing Agents"**;

**"Determination Level"** means [•] [(] [•] per cent. of the Initial Reference Level], subject to adjustment in accordance with Product Condition 4;

**[If the Settlement Currency is not the same as the Reference Currency and if the Security is not a quanto security insert:**

**"Exchange Rate"** means in relation to the Underlying and in respect of any day, the rate of exchange calculated by *"Grossbanken-fixing"* at [13:00] [•] [Central European Time] [•] and published on the web page REUTERS <OPTREF> (or at such time approximate thereto as the Calculation Agent determines to be practicable) on such day between the Reference Currency and the Settlement Currency (expressed as the number of units of the Reference Currency or a fraction thereof required to buy one unit of the Settlement Currency), as determined by the Calculation Agent by reference to such source(s) as the Calculation Agent may reasonably determine to be appropriate at such time. If on a certain day, the Exchange Rate is not calculated by *"Grossbanken-fixing"* as above indicated, the Exchange Rate will be calculated by Calculation Agent by reference to the rate of exchange (*fixing*) on such day between the Reference Currency and the Settlement Currency as determined by the European Central Bank and published at 14:15 CET on the web page REUTERS <ECB37> and on the web site [www.ecb.int](http://www.ecb.int). If the Underlying is an asian index, the relevant Exchange Rate is determined at the

<sup>9</sup> Insert Currency

<sup>10</sup> Insert Amount

[Valuation Date] [•]; with reference to any other Underlying the relevant Exchange Rate is determined on the next day following the [Valuation Date] [•];]

**"Exercise Date"** means [•] or, if such day is not a Business Day, the first succeeding Business Day;

**"Final Reference Level"** means, subject to adjustment in accordance with Product Condition 4, and as provided in the definition of "Valuation Date", an amount equal to the Reference Level on the Valuation Date as determined by the Calculation Agent and without regard to any subsequently published correction(s);

**"Initial Reference Level"** means, subject to adjustment in accordance with Product Condition 4, and as provided in the definition of "Initial Reference Valuation Date", an amount equal to the Reference Level on the Initial Reference Valuation Date as determined by the Calculation Agent and without regard to any subsequently published correction(s);

**"Initial Reference Valuation Date"** means [the [•] [Trading Day] [calendar day] following the Primary Market End Date] [[•] or, if such day is not a Trading Day, the next following Trading Day] unless, in the opinion of the Calculation Agent, a Market Disruption Event has occurred on such day. If there is a Market Disruption Event on such day, then the Initial Reference Valuation Date shall be the first succeeding Trading Day on which there is no Market Disruption Event. If the first succeeding Trading Day on which there is no Market Disruption Event has not occurred by the [eighth] [•] Trading Day immediately following the original date which, but for the occurrence of a Market Disruption Event, would have been the Initial Reference Valuation Date, then (A) that [eighth] [•] Trading Day shall be deemed to be the Initial Reference Valuation Date notwithstanding the Market Disruption Event and (B) the Calculation Agent shall determine the Reference Level for the Initial Reference Valuation Date by determining the price or level of the Underlying that would have prevailed but for the occurrence of a Market Disruption Event as of that [eighth] [•] Trading Day having regard to the then prevailing market conditions, the last reported, published or traded level or price of the Underlying and, if applicable, of each asset included in the Underlying and such other factors as the Calculation Agent considers relevant;]

**"Issue Date"** means [•];

**"Issuer"** means Deutsche Bank AG, Frankfurt am Main[, acting through its London branch (Deutsche Bank AG London)];

**"Market Disruption Event"** means each event specified to be a Market Disruption Event in Product Condition 4;

**"Maximum Amount"** means [•] [[•] per cent. of the Initial Reference Level], subject to adjustment in accordance with Product Condition 4;

**"Minimum Trade Size"** means [•] Securities as specified in the Final Terms in accordance with the listing rules of Borsa Italiana S.p.A.;

*[If the Securities are listed on the Stock Exchange managed by Borsa Italiana S.p.A., insert:*

**"Minimum Trade Size"** means, for each Series of Securities, the number of securities which can be exercised, in accordance with the regulations issued by Borsa Italiana S.p.A.]

"Multiplier" means [•] [the quotient of [•] (as numerator) and the Initial Reference Level (as denominator)] subject to adjustment in accordance with Product Condition 4;

"Primary Market End Date" means [•] or, if such day is not a Business Day, the first succeeding Business Day;

*[If the Settlement Currency is not the same as the Reference Currency insert:]*

"Reference Currency" means [•];]

*[If the Initial and Final Reference Level are determined in the same manner insert:]*

"Reference Level" means, in respect of any day, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the [Settlement]<sup>11</sup> [Reference]<sup>12</sup> Currency) equal to the [[•] [official closing] [price] [level] of the Underlying [[quoted by] [published on] the Reference Source] [•]<sup>13</sup> on such day] [•], all as determined by the Calculation Agent;]

*[If the Initial and Final Reference Level are not determined in the same manner insert:]*

"Reference Level" means, in respect of:

- 1) [a[n]/the] [Initial Reference], [Valuation] Date, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the [Settlement]<sup>14</sup> [Reference]<sup>15</sup> Currency) calculated by the Calculation Agent [in the same manner as the sponsor of the Underlying, as specified in the table under the definition of "Underlying" below, would calculate the [•] [official closing] [price] [level] of the Underlying on such day, except that in making such calculation the Calculation Agent shall substitute [•] for [•]] [to be equal to the [[•] [official closing] [price] [level] of the Underlying [[quoted by] [published on] the Reference Source] [•]<sup>16</sup> on such day ] [•]]; and

<sup>11</sup> Insert if the Settlement Currency is the same as the Reference Currency or if the Security is a quanto security.

<sup>12</sup> Insert if the Settlement Currency is not the same as the Reference Currency and if the Security is not a quanto security.

<sup>13</sup> Insert mode for determination of the Reference Level. In case of admission of Securities to listing on Milan Stock Exchange: a) if the Underlying is a share listed on the Milan Stock Exchange, the Reference Level shall refer to the "Prezzo di Riferimento" of the Underlying quoted by the Reference Source on such day in accordance with the listing rules ("Regolamento di Borsa") of the market managed and organised by Borsa Italiana S.p.A.; b) if the Underlying is the S&P/MIB® index, the definition of Reference Level shall make reference to the level of the relevant Underlying calculated making reference to the opening prices of the relevant Index Constituents. The opening price represents, for each of the shares comprising the Index, the auction opening price as defined under article 1.3 of the listing rules ("Regolamento di Borsa") of the market managed and organised by Borsa Italiana S.p.A. (the so called "Auction Opening Price") and calculated in accordance with the modalities set forth under article 4.1.7 of the same listing rules.

<sup>14</sup> Insert if the Settlement Currency is the same as the Reference Currency or if the Security is a quanto security.

<sup>15</sup> Insert if the Settlement Currency is not the same as the Reference Currency and if the Security is not a quanto security.

<sup>16</sup> Insert mode for determination of the Reference Level. In case of admission of Securities to listing on Milan Stock Exchange: a) if the Underlying is a share listed on the Milan Stock Exchange, the Reference Level shall refer to the "Prezzo di Riferimento" of the Underlying quoted by the Reference Source on such day in accordance with the listing rules ("Regolamento di Borsa") of the market managed and organised by Borsa Italiana S.p.A.; b) if the Underlying is the S&P/MIB® index, the definition of Reference Level shall make reference to the level of the relevant Underlying calculated making reference to the opening prices of the relevant Index Constituents. The opening price represents, for each of the shares comprising the Index, the

- 2) any other day, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the [Settlement]<sup>17</sup> [Reference]<sup>18</sup> Currency) equal to the [[•] [official closing] [price] [level] of the Underlying [[quoted by] [published on] the Reference Source] [•]<sup>19</sup> on such day] [•], all as determined by the Calculation Agent;

**"Reference Source"** means in relation to the Underlying the reference source or reference sources specified in the table under the definition of "Underlying" below, or any successor to such reference source, acceptable to the Calculation Agent, as determined by the Calculation Agent;

**"Securities"** means [up to] [•] Express certificates relating to the Underlying and each a "Security";

**"Securityholder Expenses"** means, in respect of a Security, all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with (i) the exercise of such Security and/or (ii) any payment or delivery due following exercise or otherwise in respect of such Security;

**"Settlement"** means cash settlement ("**Cash Settlement**");

**"Settlement Agent"** means Deutsche Bank S.p.A., with registered office in Piazza del Calendario, 3, 20126 - Milan, subject to the provisions of General Condition 5;

**"Settlement Currency"** means [•];

**"Settlement Date"** means, in respect of a Security and the earlier of the Termination Date and the Exercise Date, the [third] [•] Business Day following respectively [

a) if a Knock-Out Event occurs, the [relevant Barrier Determination Date] [•]; or otherwise

] b) if a Knock-Out Event does not occur, the [last occurring] Valuation Date];

**"Termination Date"** means, if a Knock-Out Event occurs, the [relevant Barrier Determination Date] [•], all as determined by the Calculation Agent;

**"Trading Day"** means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day for [each] [the] Reference Source, provided that trading day shall mean

auction opening price as defined under article 1.3 of the listing rules ("*Regolamento di Borsa*") of the market managed and organised by Borsa Italiana S.p.A. (the so called "Auction Opening Price") and calculated in accordance with the modalities set forth under article 4.1.7 of the same listing rules

<sup>17</sup> Insert if the Settlement Currency is the same as the Reference Currency or if the Security is a quanto security.

<sup>18</sup> Insert if the Settlement Currency is not the same as the Reference Currency and if the Security is not a quanto security

<sup>19</sup> Insert mode for determination of the Reference Level. In case of admission of Securities to listing on Milan Stock Exchange: a) if the Underlying is a share listed on the Milan Stock Exchange, the Reference Level shall refer to the "*Prezzo di Riferimento*" of the Underlying quoted by the Reference Source on such day in accordance with the listing rules ("*Regolamento di Borsa*") of the market managed and organised by Borsa Italiana S.p.A.; b) if the Underlying is the S&P/MIB® index, the definition of Reference Level shall make reference to the level of the relevant Underlying calculated making reference to the opening prices of the relevant Index Constituents. The opening price represents, for each of the shares comprising the Index, the auction opening price as defined under article 1.3 of the listing rules ("*Regolamento di Borsa*") of the market managed and organised by Borsa Italiana S.p.A. (the so called "Auction Opening Price") and calculated in accordance with the modalities set forth under article 4.1.7 of the same listing rules

***[If any Reference Source is an exchange, trading system or quotation system insert <sup>20</sup>:***

- [for any Reference Source which is an exchange, a trading system or a quotation system,] any day on which such Reference Source is open for trading other than a day on which trading on any such Reference Source is scheduled to close prior to its regular weekday closing time; ]

***[If any Reference Source is not an exchange, trading system or quotation system insert <sup>21</sup>:***

- [for any Reference Source which is not an exchange, a trading system or a quotation system,] [any Business Day other than a day on which commercial banks and foreign exchange markets are closed in the country where the Reference Source is located] [•];]

**"Underlying"** means the following [index] [share] of the Sponsor or Issuer of the Underlying and with the Reference Source (if any) set out in the table below:

Type of Underlying	Name of Underlying	Sponsor or Issuer of Underlying	Reference Source
[Index]	[•]	[•]	[In relation to each security or other asset constituting the Index, the primary exchange on which such security or other asset is listed or traded as determined by the Calculation Agent]
[Index]	[•]	[•]	[Frankfurt Stock Exchange]
[Share]	[Ordinary Share/common stock & ISIN etc.]	[•]	

**"Valuation Date"** means [the [•] Trading Day following the Exercise Date] [•] [the Exercise Date,] ***[If the Underlying is an index managed by Borsa Italiana S.p.A., insert: the Exercise Date] [If the Underlying is a share listed on the Stock Exchange managed by Borsa Italiana S.p.A., insert: the Trading Day preceding the Exercise Date]*** [or, if such day is not a Trading Day, the next following Trading Day] [•] unless, in the opinion of the Calculation Agent, a Market Disruption Event has occurred on such day. If there is a

<sup>20</sup> Insert both alternatives if applicable

<sup>21</sup> Insert both alternatives if applicable



Market Disruption Event on such day, then the Valuation Date shall be the first succeeding Trading Day on which there is no Market Disruption Event. If the first succeeding Trading Day on which there is no Market Disruption Event has not occurred by the [eighth] [•] Trading Day immediately following the original date which, but for the occurrence of a Market Disruption Event, would have been the Valuation Date, then (A) that [eighth] [•] Trading Day shall be deemed to be the Valuation Date notwithstanding the Market Disruption Event and (B) the Calculation Agent shall determine the Reference Level for the Valuation Date by determining the price or level of the Underlying that would have prevailed but for the occurrence of a Market Disruption Event as of that [eighth] [•] Trading Day having regard to the then prevailing market conditions, the last reported, published or traded level or price of the Underlying and, if applicable, of each asset included in the Underlying and such other factors as the Calculation Agent considers relevant;

**"Waiver Notice"** means the notice described in Product Condition 3.

Terms with initial capital letters which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

## PRODUCT CONDITION 2 – FORM

The Securities are dematerialised and centralised with Monte Titoli S.p.A., pursuant to Italian legislative decree no. 213/1998 as amended and integrated and subsequent implementing provisions.

No definitive Securities will be issued.

The Securities are transferable in accordance with applicable law and any rules and procedures for the time being of any Clearing Agent through whose books any of the Securities are transferred.

The Securities are freely transferable by way of book entries in the accounts registered on the settlement system of Monte Titoli S.p.A. and, if admitted to trading on the Italian Stock Exchange (Borsa Italiana S.p.A.), they shall be transferred in lots at least equal to the Minimum Tradable Lot (as defined by the listing rules ("*Regolamento di Borsa*") of the market managed and organised by Borsa Italiana S.p.A.), or multiples thereof, as determined by Borsa Italiana S.p.A. and indicated in the prospectus or other relevant disclosure document for the Securities.

**[Insert, if governing law is English law:** Each person (other than another Clearing Agent) who is for the time being shown in the records of the relevant Clearing Agent as the holder of a particular amount of the Securities (in which regard any certificate or other document issued by the relevant Clearing Agent as to the amount of Securities standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and the Agents as the holder of such amount of the Securities (and the terms "**Securityholder**" and "**holder of Securities**" and related expressions shall be construed accordingly) for all purposes.]

**[Insert, if governing law is German law:** The terms "**Securityholders**" and "**holders of Securities**" in the Conditions will be construed to mean those persons recognised as the legal owner of the Securities pursuant to German law and, in any case, who are for the time being shown in the records of the relevant Clearing Agent as the holders of a particular amount of the Securities]

### PRODUCT CONDITION 3 – EXERCISE AND EXERCISE PROCEDURE

#### 3.1. *Exercise and waiver Exercise*

3.1.1 Each Security will be exercised automatically on the Exercise Date or, if a Knock-Out Event occurs, on the Termination Date and the provisions of Product Condition 3.2 shall apply. The expressions "exercise", "due exercise" and related expressions shall be construed to apply to any Securities which are automatically exercised on the Exercise Date or, if a Knock-Out Event occurs, on the Termination Date in accordance with this provision. No Securityholder will be required to complete an exercise notice.

3.1.2 Notwithstanding clause 3.1.1, the Securityholder may waive such automatic exercise, in whole or in part, by delivering a Waiver Notice that must be received by the Settlement Agent by

*[in case of shares as Underlying:*

**10:00** CET (a) of the Exercise Date or (b) if an Market Disruption Event occurs, on the Business Day immediately following the Valuation Date, if following the Exercise Date;

*[in case of indices as Underlying:*

(i) **17:00** CET of the (a) Trading Day immediately following to the Exercise Date or, (b) if an Market Disruption Event occurs, on the Business Day immediately following the Valuation Date, if following the Exercise Date; and

(ii) when the Underlying is S&P/MIB index, **10:00** CET (a) of the Exercise Date or (b) if an Market Disruption Event occurs, on the Business Day immediately following the Valuation Date, if following the Exercise Date.

The Waiver Notice shall:

- (1) specify the Series, the ISIN code and the number of Securities held by the Securityholder;
- (2) specify the number of Securities [- equal at least to the Minimum Exercise Amount and multiples thereof -] in respect of which automatic exercise is being waived by the Securityholder;
- (3) specify the number of the account of the Securityholder with the intermediary adhering to the "Monte Titoli" system where the Securities that are the subject of the waiver are held;
- (4) specify name, address and telephone and fax number of the Securityholder.

[The form of the Waiver Notice is attached hereto as Exhibit A.] The form of the Waiver Notice may [also] be obtained during normal business hours from the specified office of the Settlement Agent.

Any Waiver Notice that has not been delivered in compliance with this paragraph and/or not received by the Settlement Agent at or prior to

*[in case of shares as Underlying: 10:00 CET (a) of the Exercise Date or (b) if an Market Disruption Event occurs, on the Business Day immediately following the Valuation Date, if following the Exercise Date];*

*[in case of indices as Underlying: (i) 17:00 CET of the (a) Trading Day immediately following to the Exercise Date or, (b) if an Market Disruption Event occurs, on the Business Day immediately following the Valuation Date, if following the Exercise Date; and (ii) when the Underlying is S&P/MIB index, 10:00 CET (a) of the Exercise Date or (b) if an Market Disruption Event occurs, on the Business Day immediately following the Valuation Date, if following the Exercise Date].*

If the right to waive the automatic exercise is not validly exercised, the automatic exercise of the Securities shall apply on the Exercise Date in accordance with clause 3.1.1.

The Waiver Notice shall be sent via fax to the Settlement Agent and addressed as follows: Deutsche Bank S.p.A., Direzione Generale - Ufficio Titoli, Piazza del Calendario, 3 – 20126 Milan (Italy), Attention: Mrs. Raffaella Tregnaghi, phone no. +39 02 40243018, fax no. +39 02 40242790.

The Waiver Notice shall be deemed received by the Settlement Agent at the time indicated on the facsimile transmission report.

An incomplete Waiver Notice or a Waiver Notice which has not been timely sent, will be deemed as void and ineffective. Any assessment relating to the validity, both from a substantial and a formal perspective, of the Waiver Notice will be performed by the Settlement Agent and will be final and binding for both the Issuer and the Holder. Any Waiver Notice which, in accordance with the above, is deemed to be incomplete or not completed will be considered as void and ineffective.

In the event that such Waiver of Notice is subsequently amended in such a way that is satisfactory to the Settlement Agent, such Waiver Notice, as amended, will be deemed as a new Waiver Notice filed at the time such amendments are received by the Settlement Agent.

When the Settlement Agent deems the Waiver Notice to be invalid or incomplete, the said Settlement Agent undertakes to notify such invalidity or incompleteness to the relevant Holder as soon as practicable.

#### *Notification of the Waiver Notice*

The Holder, by way of sending the Waiver Notice, irrevocably exercises the right to waive the automatic exercise of the relevant Express Certificates.

Waiver Notices may not be withdrawn after their receipt by the Settlement Agent. After a Waiver Notice is sent, the Express Certificates to which it refers may no longer be transferred, no Cash Settlement Amount shall be payable in respect thereof and the Issuer shall have no further obligations in respect thereof.

### **3.2. Settlement**

Each [Minimum Trade Size of] Security entitles its holder to receive from the Issuer, the Cash Settlement Amount less any Securityholder Expenses for value on the Settlement Date.

Subject as provided below, payment of the Cash Settlement Amount will be made by an Agent on behalf of the Issuer by credit or transfer to the relevant Clearing Agent for the account of the relevant Securityholder, such payment to be made in accordance with the rules of such Clearing Agent.

The Issuer will be discharged of its payment obligations by payment to, or to the order of, the relevant Clearing Agent in respect of the amount so paid. Each of the persons shown in the records of a Clearing Agent as the holder of a particular number of the Securities must look solely to the relevant Clearing Agent for his share of each such payment so made by the Issuer to, or to the order of, the relevant Clearing Agent.

All payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment and subject to the provisions of General Conditions 6.

If a payment of any amount to be paid to a Securityholder, according to the rules of the relevant Clearing Agent, cannot be made in Settlement Currency, such payment shall be made in the currency principally used by the relevant Clearing Agent for payments to securityholders holding accounts with such Clearing Agent, following a conversion of the relevant amount from the Settlement Currency, using the rate of exchange determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate.

### 3.3. *General*

In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent and any Agent shall have any responsibility for any errors or omissions in the calculation of any amount payable hereunder or in any other determination pursuant to the provisions hereof. The purchase and/or holding of Securities does not confer on any holder of any Securities any rights (whether in respect of voting, distributions or otherwise) in relation to the Underlying or any asset of any kind whatsoever by reference to which the Cash Settlement Amount is calculated.

### 3.4 *Securityholder Expenses*

In respect of each Security, all Securityholder Expenses in respect thereof shall be for the account of the relevant Securityholder and where any Cash Settlement Amount and/or other amount in respect of a Security is payable no payment shall be made until all Securityholder Expenses in respect thereof have been paid to the satisfaction of the Issuer.

### 3.5 *Exercise and Settlement Risk*

Exercise and settlement of the Securities is subject to all applicable laws, regulations and practices in force at all relevant times, and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. Neither the Issuer nor the Agents shall under any circumstances be liable for any acts or defaults of any Clearing Agent in relation to the performance of its duties in relation to the Securities.]

## PRODUCT CONDITION 4 – ADJUSTMENTS PROVISIONS

### 4. Adjustment Provisions: Indices

*[If the definition of "Underlying" in Product Condition 1 includes an Index or Indices, insert this section:*

#### 4.1 Indices

*[If more than one Type of Underlying is set out in the definition of "Underlying" (a) the Product Condition 4 sections will need to be renumbered appropriately and (b) the following should be inserted:*

This Product Condition 4.[1]and the definitions herein shall only apply in relation to any Index or Indices specified in Product Condition 1 in the column headed "Type of Underlying" in the definition of "Underlying". For any Underlying other than an Index or Indices which are specified in such column, other sections of this Product Condition 4, if and to the extent applicable, and the definitions therein shall apply.]

##### 4.1.1 Definitions:

**"Affiliate"** is as defined in Product Condition 1;

**"Index"** means (i) the or, as the case may be, each index specified in the definition of "Underlying", as the case may be, in Product Condition 1 (each a **"Principal Index"**) and (ii) any index included in any Principal Index, or used for the calculation or determination of any Principal Index or any Index Constituent thereof (a **"Sub-Index"**);

**"Index Constituent"** means any security or other asset or reference value (other than a Sub-Index) constituting an Index at a relevant time;

**"Index Sponsor"** means (i) in relation to a Principal Index, the sponsor specified for such Principal Index in the definition of "Underlying", as the case may be, in Product Condition 1 and (ii) in relation to a Sub-Index, the entity determined by the Calculation Agent to be principally responsible for the determination and publication of such Sub-Index, provided that, in either case all references to an Index Sponsor shall include any Successor Sponsor (as defined below);

**"Reference Currency"** (i) in relation to a Principal Index, is as defined in Product Condition 1 or, if not defined in Product Condition 1, is the Settlement Currency and (ii) in relation to an Index Constituent or a Sub-Index, is the currency in which the Index Constituent or Sub-Index is denominated or quoted or with which it is most closely connected, as determined by the Calculation Agent;

**"Reference Level"** is as defined in Product Condition 1;

**"Reference Source"** (i) in relation to a Principal Index, is as defined in Product Condition 1 and (ii) in relation to any Sub-Index or Index Constituent, is the reference source or reference sources determined by the Calculation Agent to be

applicable to the valuation of such Sub-Index or such Index Constituent, as the case may be, for the purposes of determining the Reference Level;

**"Related Exchange"** means, unless otherwise defined in Product Condition 1, with respect to an Index or an Index Constituent, any exchange, trading system or quotation system on which options contracts or futures contracts on such Index or such Index Constituent are traded, as determined by the Calculation Agent;

**"Relevant Country"** means, each of:

- (i) any country (or any political or regulatory authority thereof) in which a Reference Currency or the Settlement Currency is the legal tender or currency; and
- (ii) any country (or any political or regulatory authority thereof) with which an Index or an Index Constituent has a material connection and, in determining what is material the Calculation Agent may, without limitation, refer to the country or countries in which the Index is calculated or published, the issuer of the Index Constituent is incorporated and/or such other factor(s) as it may deem appropriate,

all as determined by the Calculation Agent.

**"Relevant Time"** means, with respect to an Index or an Index Constituent, the relevant time by reference to which the relevant Index Sponsor determines the price or value of such Index or such Index Constituent for the purposes of determining the Reference Level; and

**"Settlement Currency"** is as defined in Product Condition 1.

#### 4.1.2 *Market Disruption*

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with General Condition 4 if a Market Disruption Event has occurred on any date with respect to which the Calculation Agent would, but for the occurrence of a Market Disruption Event, have been required by the Product Conditions to determine the level of an Index.

**"Market Disruption Event"** means:

*[If the Reference Source for any Index or Index Constituent is an exchange, a trading system or a quotation system insert:*

*[Insert the following three lines if section (ii) of Market Disruption Event definition is also used:*

- (i) where the Reference Source for an Index or an Index Constituent is an exchange, a trading system or a quotation system as determined by the Calculation Agent,]

- 4.1.2.1 the occurrence or existence on any Trading Day at the Relevant Time for such Index or such Index Constituent or at any time during the one hour period that ends at the Relevant Time for such Index or such Index Constituent:
- (A) of any suspension of or limitation imposed on trading (whether by reason of movements in price exceeding limits permitted by any Reference Source or any Related Exchange or otherwise):
- 4.1.2.1.1 on any Reference Source as a whole; or
- 4.1.2.1.2 on any Related Exchange of any options contracts or futures contracts on or relating to any Index or any Index Constituent; or
- 4.1.2.1.3 on any exchange or trading system or quotation system on which an Index Constituent is listed or quoted of such Index Constituent; or
- (B) of any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in relation to or to obtain market values for such Index or such Index Constituent on the relevant Reference Source or to effect transactions in or obtain market values for options contracts or futures contracts on or relating to such Index or such Index Constituent on any Related Exchange; or
- 4.1.2.2 the opening on any Trading Day of any Reference Source or any Related Exchange prior to its Scheduled Opening Time unless such earlier opening time is announced by such Reference Source or such Related Exchange, as the case may be, at least one hour prior to (aa) the actual opening time for the regular trading session on such Reference Source or such Related Exchange on such Trading Day or, if earlier, (bb) the submission deadline (if applicable) for orders to be entered into such Reference Source or such Related Exchange system for execution at the Relevant Time on such Trading Day. A "**Scheduled Opening Time**" is the scheduled weekday opening time of the relevant Reference Source or Related Exchange, regardless of after hours or any other trading outside of the regular trading session hours; or
- 4.1.2.3 the closure on any Trading Day of any Reference Source or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Reference Source or such Related Exchange, as the case may be, at least one hour prior to (aa) the actual closing time



for the regular trading session on such Reference Source or such Related Exchange on such Trading Day or, if earlier, (bb) the submission deadline (if applicable) for orders to be entered into such Reference Source or such Related Exchange system for execution at the Relevant Time on such Trading Day. A "**Scheduled Closing Time**" is the scheduled weekday closing time of the relevant Reference Source or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours; or

- 4.1.2.4 a general moratorium is declared in respect of banking activities in any Relevant Country; [or]

*[Insert if the Reference Source for any Index or Index Constituent is located in an Emerging Market Country]*

- 4.1.2.5 in relation to a Reference Currency for a Principal Index, a Sub-Index or an Index Constituent which is different from the Settlement Currency, the occurrence at any time of an event which the Calculation Agent determines would have the effect of preventing, restricting or delaying the Issuer and/or any of its Affiliates from:

- (i) converting such Reference Currency into the Settlement Currency through customary legal channels or transferring within or from any Relevant Country either currency, due to the imposition by such Relevant Country of any controls restricting or prohibiting such conversion or transfer, as the case may be;
- (ii) converting such Reference Currency into the Settlement Currency at a rate at least as favourable as the rate for domestic institutions located in any Relevant Country;
- (iii) delivering such Reference Currency or Settlement Currency from accounts inside any Relevant Country to accounts outside such Relevant Country; or
- (iv) transferring such Reference Currency or Settlement Currency between accounts inside any Relevant Country or to a party that is a non-resident of such Relevant Country; or

- 4.1.2.6 a Relevant Country (a) imposes any controls or announces its intention to impose any controls or (b)(i) implements or announces its intention to implement or (ii) changes or announces its intention to change the interpretation or administration of any laws or regulations, in each case which the Calculation Agent determines is likely to affect the Issuer and/or any of its Affiliates' ability to acquire, hold, transfer or

realise such Index Constituent or otherwise to effect transactions in relation to such Index,

if, in the determination of the Calculation Agent, any of the foregoing is material and in determining what is "material" the Calculation Agent may have regard to such circumstances as it in its reasonable discretion deems appropriate, including any hedging arrangements of the Issuer and/or any of its Affiliates in relation to the Securities[; and/or]]

**[If the Reference Source for any Index or Index Constituent is not an exchange or trading system or a quotation system insert:**

**[Insert the following three lines if section (i) of Market Disruption Event definition is also used:**

- (ii) where the Reference Source for an Index or an Index Constituent is not an exchange, a trading system or a quotation system as determined by the Calculation Agent,
  - (a) it is not possible, for reasons beyond the reasonable control of the Calculation Agent, to determine the price or value (or an element of such price or value) of such Index or Index Constituent by reference to such Reference Source in the manner specified in the definition of "Reference Level" in Product Condition 1 or in "Information relating to the Underlying", or otherwise according to the rules or normal or accepted procedures for the determination of such price or value (whether due to non-publication of such price or value or otherwise); or
  - (b) **[if section (i) is included above, insert:** any event occurs, as described in 4.1.2.4. **[Insert if the Reference Source for any Index or Index Constituent is located in an Emerging Market Country:**, 4.1.2.5.and/or 4.1.2.6] above in relation to any such Index or Index Constituent,] **OR [if section (i) is not included above, insert 4.1.2.4, 4.1.2.5, and 4.1.2.6 here renumbered as 4.1.2.1, 4.1.2.2, and 4.1.2.3 respectively]**

if, in the determination of the Calculation Agent, any of the foregoing is material and in determining what is "material" the Calculation Agent may have regard to such circumstances as it in its reasonable discretion deems appropriate, including any hedging arrangements of the Issuer and/or any of its Affiliates in relation to the Securities.]

#### 4.1.3 Adjustments to the Index

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with General Condition 4 of any determination made by it pursuant to paragraph 4.1.3.1 or 4.1.3.2 below.

4.1.3.1 If an Index is:

- 4.1.3.1.1 not calculated and announced by the relevant Index Sponsor but is calculated and published by a successor sponsor (the "**Successor Sponsor**") acceptable to the Calculation Agent; or
- 4.1.3.1.2 replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index,

then in each case that Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be and, if necessary, according to the Calculation Agent, multiplied by a factor which ensures the continuity in the determination of the underlying index according to the value initially indicated.

4.1.3.2 If:

- 4.1.3.2.1 on or prior to any date with respect to which the Calculation Agent is required by the Product Conditions to determine the level of an Index, the relevant Index Sponsor or, if applicable, the Successor Sponsor (i) makes or announces that it will make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**") or (ii) permanently cancels that Index (an "**Index Cancellation**") or (iii) fails to calculate and announce that Index (an "**Index Disruption**") and, in each case, Product Condition 4.1.3.1.1 or 4.1.3.1.2 does not apply,

then the Issuer may take any action described in 4.1.3.2.2 or 4.1.3.2.3 below:

- 4.1.3.2.2 require the Calculation Agent to determine the level of that Index on that date using, in lieu of a published level for that Index, the level for that Index as at that date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the Index Modification, Index Cancellation or Index Disruption but using only those Index Constituents that comprised that Index immediately prior to the Index Modification, Index Cancellation or Index Disruption; or
- 4.1.3.2.3 cancel the Securities by giving notice to Securityholders in accordance with General Condition 4. If the Securities are so cancelled, the Issuer will pay an amount to each Securityholder in respect of each Security held by such

Securityholder which amount shall be the fair market value of a Security taking into account the Index Modification, Index Cancellation or Index Disruption, as the case may be, all as determined by the Calculation Agent in good faith and in accordance with the reasonable market practice.

*[Insert for Deutsche Bank proprietary Index, if applicable:]*

Where provisions for the calculation of an Index are set out in "Information Relating to the Underlying Asset" attached hereto then, for the avoidance of doubt, all the provisions set out in such sections are an integral part of how such Index is calculated and no calculation of such Index pursuant to any such provisions (including, but not limited to, any change in any Applicable Percentage or any operation of the provisions, if any, set out therein) will constitute an Index Modification as referred to above in Product Condition 4.1.3.2.1 or necessitate any determination by the Calculation Agent pursuant to this Product Condition 4.1.3.2.]

4.1.3.3. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Securityholder of any determination made by it pursuant to this Product Condition 4 which occurs on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Securityholders copies of any such determinations.]

#### 4. Adjustment Provisions: Shares

*[If the definition of "Underlying" in Product Condition 1 includes a Share or Shares, insert this section:]*

##### 4.1 Shares

*[If more than one Type of Underlying is set out in the definition of "Underlying" (a) the Product Condition 4 sections will need to be renumbered appropriately and (b) the following should be inserted:]*

This Product Condition 4.[1] and the definitions herein shall only apply in relation to any Share or Shares specified in Product Condition 1 in the column headed "Type of Underlying" in the definition of "Underlying", as the case may be. For any Underlying other than a Share or Shares which are specified in such column, other sections of this Product Condition 4, if and to the extent applicable, and the definitions therein shall apply.]

##### 4.1.1 Definitions:

**"Affiliate"** is as defined in Product Condition 1;

**"Other Exchange"** means, with respect to a Share, each exchange, trading system or quotation system other than the Reference Source on which such Share is listed, traded or quoted;

**"Reference Currency"** is as defined in Product Condition 1 or, if not defined in Product Condition 1, is the Settlement Currency;

**"Reference Level"** is as defined in Product Condition 1;

**"Reference Source"** is as defined in Product Condition 1;

**"Related Exchange"** means, unless otherwise defined in Product Condition 1, with respect to a Share, any exchange, trading system or quotation system on which options contracts or futures contracts on such Share are traded as determined by the Calculation Agent;

**"Relevant Country"** means, each of:

- (i) any country (or any political or regulatory authority thereof) in which a Reference Currency or the Settlement Currency is the legal tender or currency; and
- (ii) any country (or any political or regulatory authority thereof) with which a Share or the related Share Company has a material connection and, in determining what is material the Calculation Agent may, without limitation, refer to the country in which the Share Company is incorporated and/or such other factor(s) as it may deem appropriate,

all as determined by the Calculation Agent.

**"Relevant Time"** means, with respect to any Share, the relevant time by reference to which the Calculation Agent determines the price or value of such Share for the purposes of determining the Reference Level;

**"Settlement Currency"** is as defined in Product Condition 1;

**"Share"** means the or, as the case may be, each share specified in the definition of "Underlying", in Product Condition 1; and

**"Share Company"** means, with respect to a Share, the issuer specified for such Share in the definition of "Underlying" in Product Condition 1.

#### 4.1.2 Market Disruption

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with General Condition 4 if a Market Disruption Event has occurred on any date with respect to which the Calculation Agent would, but for the occurrence of a Market Disruption Event, have been required by the Product Conditions to determine the price or value of a Share.

**"Market Disruption Event"** means:

*[If the Reference Source for any Share is an exchange, a trading system or a quotation system insert:*

*[Insert the following two lines if section (ii) of Market Disruption Event definition is also used:*

(i) where the Reference Source for any Share is an exchange, a trading system or a quotation system as determined by the Calculation Agent,]

4.1.2.1 the occurrence or existence on any Trading Day at the Relevant Time for such Share or at any time during the one hour period that ends at the Relevant Time for such Share:

(A) of any suspension of or limitation imposed on trading (whether by reason of movements in price exceeding limits permitted by the relevant Reference Source or any Related Exchange or otherwise):

4.1.2.1.1 of the Share on the Reference Source or any Other Exchange; or

4.1.2.1.2 in options contracts or futures contracts relating to the Share on any Related Exchange; or

(B) of any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in relation to or to

obtain market values for the Share on the relevant Reference Source or to effect transactions in or obtain market values for options contracts or futures contracts on or relating to such Share on any Related Exchange; or

- 4.1.2.2 the closure on any Trading Day of the Reference Source or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Reference Source or such Related Exchange, as the case may be, at least one hour prior to (aa) the actual closing time for the regular trading session on such Reference Source or such Related Exchange on such Trading Day or, if earlier, (bb) the submission deadline (if applicable) for orders to be entered into the Reference Source or such Related Exchange system for execution at the Relevant Time on such Trading Day. A "**Scheduled Closing Time**" is the scheduled weekday closing time of the relevant Reference Source or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours; or
- 4.1.2.3 a general moratorium is declared in respect of banking activities in any Relevant Country; [or]

*[Insert if the Reference Source for any Share is located in an Emerging Market Country:]*

- 4.1.2.4 where the Reference Currency is different from the Settlement Currency, the occurrence at any time of an event which the Calculation Agent determines would have the effect of preventing, restricting or delaying the Issuer and/or any of its Affiliates from:
- (i) converting the Reference Currency into the Settlement Currency through customary legal channels or transferring within or from any Relevant Country either currency, due to the imposition by such Relevant Country of any controls restricting or prohibiting such conversion or transfer, as the case may be;
  - (ii) converting the Reference Currency into the Settlement Currency at a rate at least as favourable as the rate for domestic institutions located in any Relevant Country;
  - (iii) delivering the Reference Currency or Settlement Currency from accounts inside any Relevant Country to accounts outside such Relevant Country; or
  - (iv) transferring the Reference Currency or Settlement Currency between accounts inside any Relevant Country or to a party that is a non-resident of such Relevant Country; [or]

- 4.1.2.5 a Relevant Country (a) imposes any controls or announces its intention to impose any controls or (b)(i) implements or announces its intention to implement or (ii) changes or announces its intention to change the interpretation or administration of any laws or regulations, in each case which the Calculation Agent determines is likely to affect the Issuer and/or any of its Affiliates' ability to acquire, hold, transfer or realise such Share or otherwise to effect transactions in relation to such Share,

if, in the determination of the Calculation Agent, any of the foregoing is material and in determining what is "material" the Calculation Agent may have regard to such circumstances as it in its reasonable discretion deems appropriate, including any hedging arrangements of the Issuer and/or any of its Affiliates in relation to the Securities[; and/or]]

**[If the Reference Source for any Share is not an exchange or trading system or a quotation system insert:**

**[Insert the following two lines if section (i) of Market Disruption Event definition is also used:**

- (ii) where the Reference Source for any Share is not an exchange, a trading system or a quotation system as determined by the Calculation Agent,]
- (a) it is not possible, for reasons beyond the reasonable control of the Calculation Agent, to determine the price or value (or an element of such price or value) of such Share by reference to such Reference Source in the manner specified in the definition of "Reference Level" in Product Condition 1 or in "Information relating to the Underlying", or otherwise according to the rules or normal or accepted procedures for the determination of such price or value (whether due to non-publication of such price or value or otherwise); or
- (b) **[if section (i) is included above, insert: any event occurs as described in 4.1.2.3 [Insert if the Reference Source for any Share is located in an Emerging Market Country:, 4.1.2.4 and/or 4.1.2.5] above in relation to such Share,] OR [if section (i) is not included above, insert 4.1.2.3, 4.1.2.4 and 4.1.2.5 here renumbered as 4.1.2.1, 4.1.2.2 and 4.1.2.3 respectively]**

if, in the determination of the Calculation Agent, any of the foregoing is material and in determining what is "material" the Calculation Agent may have regard to such circumstances as it in its reasonable discretion deems appropriate, including any hedging arrangements of the Issuer and/or any of its Affiliates in relation to the Securities.]

#### 4.1.3 Potential Adjustment Events

Following the declaration by a Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a dilutive or concentrative or other effect on the theoretical



value of the relevant Share and, if so, will (1) make the corresponding adjustment, if any, to any one or more of the Conditions as the Calculation Agent determines appropriate to account for that dilutive or concentrative or other effect; and (2) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options contracts or futures contracts on the relevant Share traded on that Related Exchange. Such adjustments aim at neutralising the effects of such events, so that the value of the Securities following the Potential Adjustment Event will correspond to the value of the Securities prior to such Potential Adjustment Event. If there are no options contracts or futures contracts on the relevant Share traded on that Related Exchange, the Calculation Agent will in its reasonable discretion make reference to the best international market practice. The adjustments aim at neutralising such dilutive or concentrative effect, so that the value of the Securities following the Potential Adjustment Event will correspond to the value of Securities prior to such Potential Adjustment Event.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with General Condition 4, stating the adjustment made to the Conditions and giving brief details of the Potential Adjustment Event.

Upon occurrence of a Potential Adjustment Event:

- (1) which cannot give rise to adjustments of any one or more of the Conditions, as specified in this clause 4.1.3, the obligations deriving upon the Issuer shall fail and the Issuer shall pay to the Securityholders a cash amount, as provided for in General Condition 2;
- (2) following which the Underlying does not have anymore the liquidity requirement for the trading of option and future contracts on the same Underlying on the Related Exchange, then the Issuer, together with Borsa Italiana S.p.A, may determine the early redemption of the Securities and the Issuer shall correspond to the Securityholders an amount of money as provided for in General Condition 2.

**"Potential Adjustment Event"** means any of the following:

- 4.1.3.1 a subdivision, consolidation or reclassification of relevant Shares (unless it has resulted in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- 4.1.3.2 a distribution, issue or dividend to existing holders of the relevant Shares of (1) such Shares, or (2) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or proportionately with such payments to holders of such Shares, or (3) share capital or other securities of another issuer as a result of a "spin-off" or other similar transaction, or (4) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- 4.1.3.3 an extraordinary dividend;
- 4.1.3.4 a call by the Share Company in respect of relevant Shares that are not fully paid;
- 4.1.3.5 a repurchase by or on behalf of the Share Company or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- 4.1.3.6 in respect of a Share Company, an event that results in any shareholder rights being distributed, or becoming separated from shares of common stock or other shares of the capital stock of such Share Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent;
- 4.1.3.7 any redemption of shareholder rights referred to in 4.1.3.6 above; and
- 4.1.3.8 any other event that may have a diluting or concentrative or other effect on the theoretical value of the relevant Shares.

*4.1.4. Merger Event, Tender Offer, De-Listing, Nationalisation and Insolvency*

If a De-Listing or Nationalisation occurs in relation to a Share the Issuer may cancel the Securities by giving notice to Securityholders in accordance with General Condition 4.

If the Insolvency of the Share Company causes the suspension of trading of relevant Shares on the Reference Market for an undetermined period of time or following a Merger Event, the Share Company is merged into another company not listed on any Reference Market, the Issuer may cancel the Securities in accordance with this clause 4.1.4.

In these cases the Issuer will undertake to pay an amount to each Securityholder, in respect of each Securities held and cancelled, held by such Securityholder, which amount shall be the fair market value of a Securities, all as determined by the Calculation Agent in good faith and in accordance with the reasonable market practice. Payment will be made in such manner as shall be notified to the Security holders in accordance with General Condition 4.

In particular, the Calculation Agent shall give notice of any of the above mentioned events, giving details thereof and the action proposed to be taken in relation thereto. However, Securityholders should be aware that if, for reasons not depending by the Issuer, this latter cannot comply with the terms set out by the applicable laws and/or by the Rules of the Markets Organised and Managed by Borsa Italiana S.p.A., the Issuer itself may give notice of the occurrence of any of the above events also following the abovementioned terms, as soon as practicable.

**"De-Listing"** means, for any Share for which the Reference Source is an exchange or a trading system or a quotation system, the Reference Source

announces that pursuant to the rules of such Reference Source, such Share ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent.

**"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Share Company (A) all the Shares of that Share Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of that Share Company become legally prohibited from transferring them.

**"Merger Date"** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**"Merger Event"** means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a Share Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which does not result in reclassification or change of all of such Shares outstanding), (iii) takeover offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before the Valuation Date or, if there is more than one Valuation Date, the final Valuation Date.

**"Nationalisation"** means that all the Shares or all or substantially all of the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Share Company, as determined by the Calculation Agent, based upon the making of filings with governmental or self-

regulatory agencies or such other information as the Calculation Agent deems relevant.]

## PRODUCT CONDITION 5 – GOVERNING LAW AND PLACE OF JURISDICTION

***[Where the Securities are governed by English law, insert:***

The Conditions of the Securities are governed by and shall be construed in accordance with English law save with respect to the constituting of the Securities, as described in Product Condition 2, which is governed by and construed in accordance with the laws of Italy.

No person shall have any right to enforce any term or condition of the Securities under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.]

***[Where the Securities are governed by German law, insert:***

The Securities are governed by and shall be construed in accordance with German law save with respect to the constituting of the Securities, as described in Product Condition 2 which is governed by and construed in accordance with the laws of Italy. The place of jurisdiction for all proceedings arising from matters provided for in these Conditions of the Securities shall, to the extent legally permitted, be [Frankfurt am Main] [°.]

## INFORMATION RELATING TO THE UNDERLYING

**[If Listing or Public Offer, insert:**

**[If Listing on the SeDeX, insert:** The information regarding the Underlying [shares of issuers other than Deutsche Bank AG that are traded in a regulated market in Italy or another country and are highly liquid] [indices falling within the definition contained in the applicable provision of the listing rules of Borsa Italiana S.p.A.] are publicly available and can be found on the major domestic financial newspapers (eg, “*Il Sole 24 Ore*” - tabella Borse Estere - e “*MF*”) as well as international financial newspapers (eg, the “*Financial Times*” and/or the “*Wall Street Journal Europe*”).]

**[If a detailed description of the Underlying is provided, insert:**

*The information below consists of extracts from, or summaries of, publicly available information. The Issuer accepts responsibility for accurately extracting such information. The Issuer has not independently verified any such information and takes no further or other responsibility (express or implied) in respect of such information.*

**[If the Underlying is a Share:**

Information about the past and further performance of the Underlying and its volatility can be found on the *Bloomberg* or *Reuters* page as provided for each security composing the Underlying in the table under Product Condition 1 in “Underlying” above<sup>22</sup>.

Each issuer of a security composing the Underlying also maintains an Internet Site at the relevant address set out below where further information may be available in respect of the Underlying.

Name of Issuer	Website

**[If the Underlying is an index which is **not** composed by Deutsche Bank, insert:**

Information about the past and further performance of the Underlying and its volatility can be found on the *Bloomberg* or *Reuters* page as provided for the, or each, index, as

<sup>22</sup> Underlying should specify the ISIN code and the Bloomberg Ticker or Reuters Code for each constituent

the case may be, composing the Underlying in the table under Product Condition 1 in “Underlying” above.

The sponsor of the, or each, index composing the Underlying also maintains an Internet Site at the following address where further information may be available in respect of the Underlying.

Name of Index Sponsor	Website

*[insert relevant disclaimer for each index (font 8, italic):*

[•]

**[If the underlying is a Deutsche Bank Index, insert an Index Description**

[•]

## GENERAL CONDITIONS

*These General Conditions relate to the Securities and must be read in conjunction with, and are subject to, the Product Conditions set out in this document. The Product Conditions and the General Conditions together constitute the Conditions of the Securities.*

### 1. Status of the Securities

The Securities constitute unsubordinated, unsecured contractual obligations of the Issuer and rank *pari passu* in all respects with each other and with all the other obligations of the Issuer, for the time being and future, direct, unsecured, except for priorities and preferences provided by law. The Securities, subject to the provisions of General Condition 8, are not guaranteed by any security either personal or tangible.

### 2. Early Exercise, Redemption or Termination for Extraordinary Reasons, Illegality and Force Majeure

If the Issuer determines that, for reasons beyond its control, the performance of its obligations under the Securities has become illegal or further to changes in applicable law and/or tax regulations, impractical or burdensome (“*eccessiva onerosità*”), the Issuer may, at its sole discretion and without obligation early terminate the Securities by giving notice to the Securityholders in accordance with General Condition 4.

In addition, if the Issuer determines that, for reasons beyond its control, the performance of any relevant obligations relating to the Securities or the maintenance of any relevant hedging arrangements for the Securities has become illegal or further to changes in applicable law and/or tax regulations, impractical or burdensome (“*eccessiva onerosità*”), the Issuer may, at its sole discretion and without obligation, early terminate the Securities, by giving notice to the Securityholders in accordance with General Condition 4.

Should any one or more of the provisions contained in the Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer early terminates the Securities in accordance with the above provisions, then each Securityholder will be entitled to receive, if and to the extent permitted by applicable law, an amount in respect of each Security held by such holder equal to the fair market value of a Security notwithstanding such illegality or impracticality, all as determined by the Calculation Agent in its reasonable discretion [and in accordance with reasonable market practice]. Payment will be made in such manner as shall be notified to the Securityholders in accordance with General Condition 4.

### 3. Purchases

The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private agreement. Any Securities so purchased may be held or resold or surrendered for cancellation.

### 4. Notices

#### 4.1 Validity

Any notice to the Securityholders shall be deemed to be valid if (i) published on [www.x-markets.db.com](http://www.x-markets.db.com) website at any time other than when the Securities are



admitted to trading on Borsa Italiana S.p.A.; or (ii) made through the notification systems of Borsa Italiana S.p.A. and in accordance with the applicable Italian laws and regulations at any time when the Securities are admitted to trading on Borsa Italiana S.p.A..

#### 4.2 *Delivery*

Notices given pursuant to 4.1 above will become effective on the day of publication on the relevant website or delivery to Borsa Italiana S.p.A. as applicable.

### 5. **Agents, Calculation Agent, Settlement Agent, Determinations and Modifications**

#### 5.1. *Agents*

The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional Agents, provided that no termination of appointment of the Principal Agent shall become effective until a replacement Principal Agent shall have been appointed and provided that, if and to the extent that any of the Securities are listed or traded on any stock exchange or publicly offered in any jurisdiction, there shall be an Agent having a specified office in each country if so required by the rules and regulations of each such stock exchange and the securities regulators in each such jurisdiction. Notice of any appointment, or termination of appointment, or any change in the specified office, of any Agent will be given to Securityholders in accordance with General Condition 4. Each Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. Any calculations or determinations in respect of the Securities made by an Agent shall (save in the case of manifest error) be final, conclusive and binding on the Securityholders.

#### 5.2. *Calculation Agent*

The Issuer shall undertake the duties of calculation agent (the “**Calculation Agent**” which expression shall include any successor calculation agent) in respect of the Securities unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below.

The Issuer reserves the right at any time to appoint another institution as the Calculation Agent, provided that no termination of appointment of the existing Calculation Agent shall become effective until a replacement Calculation Agent shall have been appointed. Notice of any such termination or appointment will be given to the Securityholders in accordance with General Condition 4.

The Calculation Agent (except where it is the Issuer) acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. Any calculations or determinations in respect of the Securities made by the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Securityholders.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

#### 5.3. *Settlement Agent*

The Issuer reserves the right at any time to vary or terminate the appointment of the Settlement Agent and to appoint additional Settlement Agents, provided however that no termination of appointment of the Settlement Agent shall become effective until a replacement Settlement Agent with offices in Italy shall have been appointed.

Notice of any appointment, substitution or termination of appointment of any Settlement Agent will be given to Securityholders in accordance with General Condition 4.

Each Settlement Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders.

#### **5.4. *Determinations by the Issuer***

Any determination made by the Issuer pursuant to the Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Securityholders.

#### **5.5. *Modifications***

The Issuer may, to the extent permitted by applicable law, modify the Conditions without the consent of the Securityholders or any of them in any manner which the Issuer may deem reasonably necessary in order to (i) maintain or preserve the intended commercial purpose of the Conditions including for the purposes of obtaining the admission to trading of the Securities on the SeDeX market of the Milan Stock Exchange if such modification does not materially adversely affect the interests of the Securityholders; or (ii) correct a manifest or proven error or to cure, correct or supplement any defective provision contained therein provided that such modification is of a formal, minor or technical nature and does not materially adversely affect the interests of the Securityholders. Notice of any such modification will be given to the Securityholders in accordance with General Condition 4 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

### **6. Taxation**

In relation to each Security the relevant Securityholder shall pay all Securityholder Expenses as provided in the Product Conditions. All payments or, as the case may be, deliveries in respect of the Securities will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax, duty or other charge whatsoever). The Issuer shall not be liable for or otherwise obliged to pay, and the relevant Securityholder shall be liable for and/or pay, any tax, duty, charge, withholding or other payment whatsoever which may arise as a result of, or in connection with, the ownership, any transfer, any payment and/or any delivery in respect of the Securities held by such Securityholder. The Issuer shall have the right, but shall not be obliged, to withhold or deduct from any amount payable or, as the case may be, any delivery due to the Securityholder such amount or portion as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment. Each Securityholder shall indemnify the Issuer against any loss, cost or other liability whatsoever sustained or

incurred by the Issuer in respect of any such tax, duty, charge, withholding or other payment as referred to above in respect of the Securities of such holder.

## **7. Further Issues**

The Issuer shall be at liberty from time to time without the consent of Securityholders or any of them to create and issue further securities so as to be consolidated and form a single series with the Securities.

## **8. Substitution**

### **8.1. Substitution of Issuer**

The Issuer, or any previous substituted company, may at any time, without the consent of the Securityholders substitute for itself as principal obligor under the Securities any company (the “**Substitute**”), being any subsidiary or Affiliate of the Issuer, subject to:

- 8.1.1. the obligations of the Substitute under the Securities being guaranteed by Deutsche Bank AG (unless it is the Substitute), to this regard Deutsche Bank AG will irrevocably and unconditionally undertake to guarantee the above mentioned obligations by signing, at the time of the approval to the Program, the guarantee declaration which has been submitted in draft version to Borsa Italiana S.p.A;
- 8.1.2. all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect;
- 8.1.3. the Issuer shall have given at least 30 days’ prior notice of the date of such substitution to the Securityholders and to Borsa Italiana S.p.A. in accordance with General Condition 4.

In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall henceforth be construed as a reference to the Substitute.

### **8.2. Substitution of Office**

The Issuer shall have the right upon notice to Securityholders in accordance with General Condition 4 to change the office through which it is acting for the purpose of the Securities, the date of such change to be specified in such notice provided that no change can take place prior to the giving of such notice.

## **9. Adjustments for European Monetary Union**

### **9.1. Redenomination**

The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 4 elect that, with effect from the Adjustment Date specified in the notice, certain terms of the Securities shall be redenominated in euro;

The election will have effect as follows:

- 9.1.1. where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, whether as from 1999 or after such date, such Settlement Currency shall be deemed to be an amount of euro converted

from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments in respect of the Securities will be made solely in euro as though references in the Securities to the Settlement Currency were to euro;

9.1.2. where the Conditions contain a rate of exchange or any of the Conditions are expressed in a currency (the “**Original Currency**”) of a country which is participating in the third stage of European Economic and Monetary Union, whether as from 1999 or after such date, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted for or, as the case may be into, euro at the Established Rate; and

9.1.3. such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.

## 9.2. *Adjustment to Conditions*

The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with General Condition 4 make such adjustments to the Conditions as the Issuer may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.

## 9.3. *Euro Conversion Costs, etc.*

Notwithstanding Condition 9.1 and/or Condition 9.2, none of the Issuer, the Calculation Agent and any Agent shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

## 9.4. *Definitions*

In this General Condition, the following expressions have the following meanings:

“**Adjustment Date**” means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls, if the currency is that of a country not initially participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, on or after such later date as such country does so participate;

“**Established Rate**” means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to the first sentence of Article 123(4), formerly 109 I (4) of the Treaty;

“**National Currency Unit**” means the unit of the currency of a country, as those units are defined on the day before the start of the third stage of European Economic and Monetary Union or, in connection with the expansion of such third stage, to any country which has not initially participated in such third stage;

“**Treaty**” means the treaty establishing the European Community.

## **10. Definitions**

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions.

## COUNTRY SPECIFIC INFORMATION

*This section should be read in conjunction with, and is subject to, the Product Conditions, the General Conditions and all other sections of this document.*

### 1. Taxation

[Subject to completion with reference to the type of Securities issued]

### 2. [Subscription Period] [Offering Period]

[In [Applicable country], applications to subscribe for the Securities may be made at the offices of [°] [Deutsche Bank AG], during the period commencing on [°] and ending on [°]. However, the Issuer reserves the right for any reason to close the subscription period prior to its stated expiry.] [The offer of the Securities starts on [°].] [°]

### 3. Settlement and Clearing

The Securities have been accepted for clearing by Monte Titoli S.p.A. under security and clearing codes set out below.

ISIN: [°]  
WKN: [°]

### Agent in [Applicable country]

In [Applicable Country], the Agent shall be [°] [Deutsche Bank AG] acting through its office in [°] [Frankfurt am Main]. The Agent shall act as the agent or paying agent for the Securities as appropriate at the following address: [°] [Alfred-Herrhausen-Allee, 16-24, D-65760, Eschborn, Germany (attention: Corporate Actions Department) (telephone: (69) 910 66817 and facsimile (69) 910 69218)].

## PARTY LIST

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Germany]

[Deutsche Bank AG, London Branch  
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United Kingdom]

**Agent:**

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**[Paying Agent:**

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