



**EVONIK INDUSTRIES AG**

(Essen, Federal Republic of Germany)  
as Issuer

**Euro 500,000,000 Green Subordinated Resettable Fixed Rate Notes due 2081**  
**ISIN DE000A3E5WW4, Common Code 238295092, WKN A3E5WW**  
**Issue Price: 99.375 per cent.**

Evonik Industries AG, Rellinghauser Straße 1-11, 45128 Essen, Federal Republic of Germany ("Evonik" or the "Issuer" and, together with its consolidated subsidiaries, "Evonik Group") will issue on 2 September 2021 (the "Issue Date") EUR 500,000,000 green subordinated resettable fixed rate notes (the "Notes") in the denomination of EUR 100,000 each. The Notes will be governed by the laws of the Federal Republic of Germany ("Germany").

The Notes shall bear interest on their aggregate principal amount (i) from and including the Issue Date to but excluding 2 December 2026 (the "First Reset Date") at a fixed rate of 1.375% *per annum*; (ii) from and including the First Reset Date to but excluding 2 December 2031 (the "First Modified Reset Date") at the relevant 5-year swap rate for the relevant interest period plus a margin being equal to the initial credit spread and (iii) from and including the First Modified Reset Date to but excluding 2 December 2046 (the "Second Modified Reset Date") at the relevant 5-year swap rate for each interest period plus a margin being equal to the initial credit spread plus 25 basis points, and (iv) thereafter at the relevant 5-year swap rate for each interest period plus a margin being equal to the initial credit spread plus 100 basis points *per annum* (as set forth in the terms and conditions of the Notes, the "Terms and Conditions").

Interest on the Notes, if any, is payable annually in arrear on 2 December each year commencing on 2 December 2021 (each an "Interest Payment Date").

Payment of interest in relation to the Notes may be deferred at the option of the Issuer in whole but not in part (the "Deferred Interest Payments"). The Issuer may pay such Deferred Interest Payments (in whole, but not in part) at any time upon due notice but will only be obliged to pay such Deferred Interest Payments on the Notes (in whole, but not in part) under certain other circumstances (as set out in the Terms and Conditions). Such Deferred Interest Payments will not bear interest themselves. The Notes mature on 2 September 2081 (the "Maturity Date"). The Issuer may call the Notes for redemption (in whole but not in part) with effect as of (i) any Business Day during the period of 90 calendar days up to and including the First Reset Date or (ii) any Interest Payment Date thereafter. The Issuer may redeem the Notes following a Gross-up Event, a Rating Agency Event, a Tax Event, due to a minimal outstanding aggregate principal amount, a Change of Control Event or at any time with effect on a Redemption Date falling prior to the First Optional Redemption Date (Make-Whole Call) (each as defined in the Terms and Conditions).

The expected rating of the Notes is "Ba1" from Moody's Deutschland GmbH ("Moody's") and "BBB-" from S&P Global Ratings Europe Ltd. (Niederlassung Deutschland) ("S&P").

**In the case of an insolvency or liquidation of the Issuer, the obligations of the Issuer under the Notes will rank subordinated to all present and future unsubordinated and subordinated obligations of the Issuer (as set out in § 2 (1) (c) of the Terms and Conditions).**

The Notes will be represented by a global note without interest coupons (the "Global Note"). The Global Note will be kept in custody by Clearstream Banking AG, Frankfurt am Main ("Clearing System").

This prospectus (the "Prospectus") constitutes a prospectus within the meaning of Article 6 of the Regulation (EU) 2017/1129 of the European Parliament and the Council of 14 June 2017, as amended (the "Prospectus Regulation"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and the website of the Issuer ([www.evonik.com](http://www.evonik.com)) and will be available free of charge at the specified office of the Issuer.

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier*, Luxembourg ("CSSF") of the Grand-Duchy of Luxembourg ("Luxembourg") in its capacity as competent authority (the "Competent Authority") under the Prospectus Regulation and the Luxembourg act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières* - the "Luxembourg Law").

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

The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. By approving this Prospectus, the CSSF assumes no responsibility as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer pursuant to Article 6(4) Luxembourg Law. Such approval should not be considered

as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and are subject to United States tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act ("**Regulation S**") unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available.

Application has been made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market. The Luxembourg Stock Exchange's Regulated Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended ("**MIFID II**") (the "**Regulated Market**").

*Structuring Agents to the Issuer and Global Coordinators*

**BofA Securities**

**Citigroup**

*Joint Bookrunners*

**BNP PARIBAS**

**BofA Securities**

**Citigroup**

**HSBC**

**UniCredit**

## RESPONSIBILITY STATEMENT

The Issuer with its registered office in Essen, Germany, accepts responsibility for the information contained in this Prospectus and declares to the best of its knowledge that the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

## NOTICE

No person is authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer or the joint bookrunners set forth on the cover page (each a "**Joint Bookrunner**" and together, the "**Joint Bookrunners**").

This Prospectus should be read and understood in conjunction with any supplement hereto, if any, and with any other documents incorporated herein by reference.

The Issuer has confirmed to the Joint Bookrunners that this Prospectus contains all information which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the rights attaching to the Notes which is material in the context of the issue and offering of the Notes; that the information contained herein with respect to the Issuer and the Notes is accurate and complete in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuer or the Notes, the omission of which would make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; that the Issuer has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

The Issuer has undertaken with the Joint Bookrunners to supplement this Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus in respect of the Notes issued on the basis of this Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Prospectus has been approved and the time when trading of the Notes on a regulated market begins.

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates", "intends", "expects" or other similar terms. This applies in particular to statements under the caption "*GENERAL INFORMATION ON THE ISSUER AND EVONIK GROUP*" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Evonik Group (as defined therein). These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Evonik Group, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Joint Bookrunners assume any obligation, except as required by law, to update such forward-looking statements and to adapt them to future events or developments.

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

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

To the extent permitted by the laws of any relevant jurisdiction, neither any Joint Bookrunner nor any of its respective affiliates nor any other person mentioned in this Prospectus, except for the Issuer, accepts responsibility for the accuracy and completeness of the information contained in this Prospectus or any other document incorporated by reference, and accordingly, to the extent permitted by the laws of any relevant jurisdiction, none of them makes any representation, express or implied, or warranty or accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Bookrunners have not independently verified any such information and accept no responsibility for the accuracy thereof.

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

None of the Joint Bookrunners, any of their respective affiliates or any other person mentioned in the Prospectus makes any representation as to the suitability of the Notes to fulfil environmental and sustainability criteria required by any prospective investors. The Joint Bookrunners have not undertaken, nor are responsible for, any assessment of Evonik's Green Finance Framework (as defined in the section "*Risk Factors – Risks relating to the Notes – Risks relation to "Green Notes"*"), any verification of whether the Eligible Green Projects (as defined in the section "*Use of Proceeds"*) meet the criteria set out in the Green Finance Framework or the monitoring of the use of proceeds.

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

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. For a description of the restrictions applicable in the European Economic Area, the United States of America, the United Kingdom and Japan, see "*Selling Restrictions*". In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, and are subject to tax law requirements of the United States of America; subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons.

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

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

### **UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

### **PRIIPS REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Joint Bookrunners

the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

### **UK PRIIPS REGULATION / PROHIBITION OF SALES TO UK RETAIL INVESTORS**

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

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

### **BENCHMARKS REGULATION**

Following the First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years, which is provided by ICE Benchmark Administration Limited ("**IBA**"). As at the date of this Prospectus, the transitional provisions in Article 51 of the Regulation (EU) 2016/1011 (as amended, the "**Benchmarks Regulation**") apply to IBA, so IBA is currently not required to obtain recognition, endorsement or equivalence.

### **THE NOTES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS**

Each potential investor must determine the suitability of any such investment with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such investment, either alone or with the help of a financial adviser. In particular, each potential investor should:

- i. have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- ii. have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- iii. have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- iv. understand thoroughly the Terms and Conditions, including in particular the subordination status of the Notes and the option of the Issuer to defer interest payments, and be familiar with the behaviour of financial markets and of any financial variable which might have an impact on the return on the Notes;
- v. be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- vi. know, that it may not be possible to dispose of the Notes for substantial period of time, if at all.

Potential investors should also consult their own tax adviser as to the tax consequences of the purchase, ownership and disposition of Notes.

### **SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION**

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018)

and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### **STABILISATION**

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

### **ALTERNATIVE PERFORMANCE MEASURES**

Certain financial measures presented in this Prospectus and in the documents incorporated by reference are not recognised financial measures under International Financial Reporting Standards as adopted by the European Union ("**IFRS**") (the "**Alternative Performance Measures**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Alternative Performance Measures are intended to supplement investors' understanding of Evonik's financial information by providing measures which investors, financial analysts and management use to help evaluate Evonik's financial leverage and operating performance. Special items which the Issuer does not believe to be indicative of ongoing business performance are excluded from these calculations so that investors can better evaluate and analyse historical and future business trends on a consistent basis. Definitions of these Alternative Performance Measures may not be comparable to similar definitions used by other companies and are not a substitute for similar measures according to IFRS.

### **ESG RATINGS**

The Issuer's exposure to Environmental, Social and Governance ("**ESG**") risks and the related management arrangements established to mitigate those risks has been assessed by several agencies, such as ISS ESG (as defined below), CDP, EcoVadis and MSCI ESG Research LLC and may be assessed by further agencies in the future ("**ESG ratings**"). For more information on the Issuer's ESG ratings reference is made to "*GENERAL INFORMATION ON THE ISSUER AND EVONIK GROUP – ESG Ratings*".

ESG ratings may vary amongst ESG ratings agencies as the methodologies used to determine ESG ratings may differ.

The Issuer's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. Prospective investors must determine for themselves the relevance of any such ESG ratings information contained in this Prospectus or elsewhere in making an investment decision, and assume the entire risk of any use, of any such ESG ratings. Furthermore, ESG ratings shall not be deemed to be a recommendation by the Issuer, the Joint Bookrunners, the Structuring Agents to the Issuer and Global Coordinators (as set on the cover page of this Prospectus) or any other person to buy, sell or hold the Notes. Currently, the providers of such ESG ratings are not subject to any regulatory or other similar oversight in respect of their determination and award of ESG ratings. For more information regarding the assessment methodologies used to determine ESG ratings, please refer to the relevant ratings agency's website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

### **EVONIK'S GREEN FINANCE FRAMEWORK AND SECOND PARTY OPINION**

Evonik's Green Finance Framework has been developed in alignment with the Green Bond Principles 2021<sup>1</sup>. The Issuer appointed Institutional Shareholder Services Inc. ("**ISS ESG**") who has provided a second party opinion (the "**Second Party Opinion**") on Evonik's Green Finance Framework. Investors should refer to the

<sup>1</sup> Green Bond Principles 2021 (International Capital Market Association acting as secretariat to the Principles). <https://www.icmagroup.org/green-social-and-sustainability-bonds/green-bond-principles-gbp/>.

Issuer's website (<https://corporate.evonik.com/en/investor-relations/bonds-rating>) and to the Second Party Opinion, which is available at [www.iss-esg.com](http://www.iss-esg.com) and on the Issuer's website (<https://corporate.evonik.com/en/investor-relations/bonds-rating>), for information regarding Evonik's Green Finance Framework. The second party opinion providers and providers of similar opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. The Second Party Opinion and any such other opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, any member of the Evonik Group, the Joint Bookrunners, the Structuring Agents to the Issuer and Global Coordinators (as set on the cover page of this Prospectus) or any other person to buy, sell or hold any Notes. For more information regarding the assessment methodologies used to determine the Second Party Opinion, please refer to ISS ESG's website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

For the avoidance of doubt, neither Evonik's Green Finance Framework nor the Second Party Opinion are incorporated by reference into or form part of this Prospectus.

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## RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes.

The risk factors are presented in a limited number of categories depending on their nature. In each category the most material risk factor is mentioned first according to the assessment of the Issuer. The Issuer assessed the materiality of the risk factors based on the probability of their occurrence and the expected magnitude of their negative impact.

### I. RISK FACTORS REGARDING EVONIK INDUSTRIES AG AND EVONIK GROUP

#### 1. Market Risks

##### 1.1 *Market and Global Economic Risks*

Evonik Group operates its business in more than 100 countries and generates its sales mainly outside of Germany. Therefore, Evonik Group is inherently exposed to the general economic risks of the countries and regions in which it operates. This general economic risk is driven by various factors, *inter alia*, (i) the volatility and cyclical nature of the global chemical markets and their dependence on developments, (ii) the level of sovereign debt and (iii) a weak economic climate.

- (i) The volatility and cyclical nature of the global chemical markets and their dependence on developments in customer industries harbour opportunities and risks with respect to the business activities of Evonik Group's chemicals business. In addition, Evonik Group's risk profile is influenced by structural changes in markets, such as the entry of new suppliers, the migration of customers to countries with lower costs, and product substitution or market consolidation trends in some sectors.
- (ii) Concerns over the level of sovereign debt in many developed countries, particularly in the Eurozone and the United States, have led to high levels of uncertainty in many economies, industries and markets, have resulted in reduced economic growth.
- (iii) A weak economic climate and weak demand in customer industries that might *inter alia* be caused by pandemics may lead to significant reductions in demand for Evonik Group's products resulting in adverse effects on Evonik Group's sales and consequently profit and cash flow. As a specialty chemicals company, Evonik Group features a significant fixed cost base and a continuing substantial investment program, hence a decrease in sales volumes could have a material adverse impact on Evonik Group's results of operations.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition, which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

##### 1.2 *Evonik Group's markets may become more intensively competitive*

Evonik Group is participating in competitive markets. These markets may become intensively competitive over time. Changes in demand and supply can have a considerable impact on Evonik Group's business volumes and sales.

Evonik believes that the major factors influencing the relative competitive situation of companies in the specialty chemicals business are competitors' relative ability to innovate and improve production processes, the results of their efforts to do so and the effects of a range of regional factors on production costs, including lower wages in developing countries, less stringent environmental regulations, and favourable exchange rates. Certain of Evonik Group's specialty chemical products are already relatively standardised. Others are at risk of becoming standardised products and may show a trend towards commoditisation which may significantly affect Evonik's margins. Further risks could arise from disadvantages of distributions channels.

The materialisation of the aforementioned risk could have an adverse effect on the market position and the market share of Evonik Group's specialty business resulting in adverse effects on prices, volumes and realisable margins. This could negatively impact cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **1.3 Evonik Group's risks of substitution and standardization of existing products**

As a specialty chemicals company, Evonik Group depends on its continued ability to develop new, improved, or more cost-effective materials, methods, technologies or other products, to produce the same in a cost-effective manner and to commercialise and sale new products successfully afterwards. The trend towards commoditisation and standardization and risk of substitution in some of Evonik Group's markets/products has increased the importance to support overall margin through research and development. In addition, Evonik Group has to offer more and more specialised products that are intended to offer higher value to customers in order to achieve satisfactory margins. Evonik Group may not successfully expand or improve its product portfolio or may lack the capacity to invest the required level of human or financial resources in the development of new products.

Competitors may develop new types of materials or technologies with favourable characteristics, especially for regulatory purposes, or may improve on existing products and technologies which could lead to a substitution of Evonik products. In addition, the market for a newly developed product may unexpectedly decline or could even disappear. Further, technological developments or improvements in processes may permit competitors to offer products at lower prices than Evonik Group. For example, if Evonik Group's competitors develop more innovative and economically efficient production processes, the value of Evonik Group's proprietary production processes could be significantly reduced. Substitution and standardization of existing products may lead to reduced prices and volumes or margins.

The realisation of any of the aforementioned risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **1.4 Concentration risks in markets characterised by a small number of major customers**

Some markets of Evonik Group are characterised by a small number of major customers.

A risk for Evonik Group would materialise in case of a payment default of a major customer or if customers in consolidated markets or customers in other industries which are currently facing a consolidation process, such as in the automotive or cosmetics markets, could use their power to exert pressure on Evonik Group's prices and margins.

This may have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **1.5 Evonik Group is dependent on certain raw materials and semi-finished products which could be affected by price increases**

Evonik Group is a producer of specialty chemicals products for which a large number of raw materials and semi-finished products is purchased.

As a consequence, Evonik Group is dependent on the purchase prices of raw materials, which generally follow the price trends of crude oil and natural gas. Nevertheless, prices of some petrochemical derivatives, however, may rise more significantly than crude oil prices.

Significant increases of raw materials and semi-finished products prices could have a significant impact on Evonik Group's variable costs and in some markets (see "1.4 Concentration risks in markets characterised by a small number of major customers") it is not possible to pass on these costs to costumers or only with a certain time-lag, which would reduce Evonik Group's margin. This in turn could have an adverse effect on Evonik Group's results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

## **1.6 Evonik Group is dependent on the availability of certain raw materials and semi-finished products**

Evonik Group requires various raw materials and semi-finished products for all products it manufactures. Therefore, Evonik Group's production processes are dependent on the availability of various raw materials and semi-finished products and Evonik Group relies on a limited number of third-party suppliers and other business partners to provide it with these raw materials.

Material supply problems with one or more of these suppliers which could, *inter alia*, result from global pandemics may lead to shortages in specific raw materials lowering their availability for some time which could jeopardise Evonik Group's business.

If sourcing of certain raw materials cannot be safeguarded, outages in Evonik Group's production and subsequently arising supply difficulties could lead to lower sales and loss of reputation among Evonik customers because of lower reliability.

The realisation of this risk could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

## **2. Operational Risks**

### **2.1 Risks relating to disruption of operations**

As a specialty chemicals company, Evonik Group operates production facilities using complex production processes, some of them with interdependent production steps.

Evonik Group is therefore exposed to the risk issues in operations which could be caused by business interruptions, quality problems, and unexpected technical and IT difficulties. Disruptions can also be caused by, for example, accidents, explosions, fires, terrorist attacks, natural disasters or as a consequence of a global pandemic. If an interruption or breakdown of Evonik Group's servers or data processing systems occurs, the operation of one or more business at Evonik Group may be detrimentally affected. Disruption and stoppages can adversely affect subsequent production steps and products. The outage of production facilities and interruptions in production workflows could have a significant negative influence produced volumes and could also harm people and the environment.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **2.2 Risks relating to efficiency enhancement programs**

Evonik Group has implemented several efficiency enhancement programs in order to improve its financial performance.

Evonik Group faces risks relating to the implementation of efficiency enhancement programs. This includes the risk of delays, the risk of loss of personnel with key expertise, the risk of a failure to meet financial targets and the risk of higher restructuring costs. A shortfall in savings would lead to higher fixed costs and consequently lower profit and cash flow.

The realisation of any of these risks could have an adverse effect on Evonik Group's results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **2.3 Investments made by Evonik Group expose Evonik Group to the risk of misallocating resources or creating excess production capacity and to various other risks**

Depending on the type of product involved, Evonik Group as a producer for specialty chemicals products is required to bear high initial capital expenditures and continuous investments in modernisation and expansion measures.

In addition to the technological challenges embedded in many production and plant-related investments, the economic success of a specialty chemicals company requires that investments in new production facilities are properly timed. To some extent, Evonik Group's growth prospects thus depend on the successful realisation of these investments. In making such investments, Evonik Group runs the risk of expanding its production capacity beyond market demand, resulting in negative consequences for capacity utilisation and/or product pricing, or of not being able to match excess market demand with its available production capacity, which may result in that demand being met by competitors instead.

Based on circumstances which are not necessarily in Evonik Group's sphere of influence, complex investment projects such as new chemical production facilities may be subject to significant cost overruns and/or delays despite diligent planning. Evonik Group cannot rule out that defects or other external factors may cause interruptions in the operation after the construction has been completed.

If Evonik Group misjudges market developments or underestimates the rate at which its competitors are expanding their production capacity (or intend to expand according to their communication), it may contribute to create excess production capacities that cannot be utilised as planned. In addition, investments in production capacity may be unsuccessful if the products turn out to be uncompetitive or if research and development expenditures fail to generate the anticipated results. Any unnecessary increase in production capacity and any inefficiencies resulting from the expansion of its production capacity could materially decrease the specialty chemicals business' margins and require substantial impairments.

Intangible assets can be subject to impairment losses, which result from a change in the reporting structure, the weighted average cost of capital and, above all, lower cash flow expectations.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

## **3. Financial Risks**

### **3.1 Risks of changes in foreign exchange rates on Evonik Group's business**

Evonik Group has a presence in more than 100 countries with sales being mostly generated outside Germany. Consequently, a considerable portion of Evonik Group's assets, liabilities, sales, expenses, and earnings is denominated in currencies other than the Euro. The most important foreign currencies, however, are the U.S. dollar and the Chinese Renminbi.

Foreign exchange rate risks relate to the sourcing of raw materials and the sale of end products. Changes in exchange rates may lead to higher costs or lower sales than expected at the time of entry into the relevant contract and may reduce margins. In view of the rising importance of regions outside the Eurozone, exchange rate risks will increase in the long term. In addition, Evonik is subject to translation risks, which is the risk of variation in Evonik Group's Euro denominated consolidated financial statements resulting from subsidiaries operating in currencies other than Euro.

The realisation of any of these risks could have an adverse effect on Evonik Group's results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **3.2 Financial Risks in connection with pension obligations**

As per 30 June 2021, Evonik Group reported provisions for pensions and other post-employment benefits of EUR 3,770 million. Consequently, Evonik Group is exposed to the risk of valuation changes for these liabilities from interest rate fluctuations and other input parameters.

Evonik Group has made certain pension commitments to its existing and some of its former employees in Germany and other countries. These commitments are partially covered by a pension scheme, by pension funds, special purpose funds and insurance policies. The remainder is being accounted for by a balance sheet liability.

Changes, especially in interest rates, but also in mortality rates and rates of salary increases, can alter the present value of pension obligations, which directly alters equity and can result in changes in the expenses for pensions plans. Market, liquidity and default risks relating to financial instruments, also arise from the management of Evonik's pension plan assets.

In Germany, commitments to occupational pensions are legally secured by the Pension Insurance Association (PSVaG) against the insolvency of the employer. Employers have to contribute to the PSVaG every year. Insolvencies of other companies would create a risk of higher costs, being allocated to the Issuer.

The realisation of these risks could have an adverse effect on Evonik Group's earnings and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **3.3 Risk of defaults on receivables and credit risk of Evonik Group's customers and other business partners**

In a limited number of markets Evonik Group is dependent on a small number of customers or other business partners including financial counterparties.

A significant adverse change in a business partner's financial condition, caused by *inter alia* a global pandemic, limiting its ability to perform under its contractual obligation could cause Evonik Group to limit or discontinue business with that business partner, require it to assume more credit risk relating to that business partner's receivables, or limit its ability to collect accounts receivables from that business partner. This applies in particular to production facilities erected in the direct vicinity of major customers.

The realisation of this risk could have an adverse effect on Evonik Group's business, results of earnings, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **3.4 Risks relating to market prices of financial investments**

Evonik Group handles financial investments in connection with pension plan assets (see "3.2 Financial Risks in connection with pension obligations") and in other financial instruments. In this context, Evonik Group manages currency risks by using forward exchange contracts, currency swaps and cross-currency interest rate swaps. Evonik Group is exposed to risks associated with price and liquidity as well as default risks in connection with these activities on financial markets. Default risks entail the risk of a loss if a third-party debtor is fully or partially unable to meet its payment commitments.

Other price risks relating to the financial markets come mainly from investments in companies that are listed on a stock exchange, which pursuant to International Financial Reporting Standards have to be recognised on the balance sheet at their stock market value. Since Evonik Group does not generally undertake such investments with a view to short-term purchase or sale, the unrealised changes in market value are only recognised in the income statement if they represent a significant or long-term loss of value. Otherwise, they are recognised as changes in equity with no impact on profit or loss until such gains or losses are realised through sale of the investment.

The realisation of any of these risks could have an adverse effect on Evonik Group's results of earnings, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

### **3.5 Risks arising from acquisitions and divestments of Evonik Group**

It is one of Evonik Group's goals to step up the focus on businesses with clear specialty chemicals characteristics. Active portfolio management therefore has high priority for Evonik Group as part of its value-based management approach.

In the past, Evonik Group has therefore engaged in acquisitions of businesses, companies and equity interests in companies, including venture capital participations, or joint ventures and it intends to make further selective acquisitions in the future in order to improve its competitive position and/or activities in target areas. Such acquisitions are preceded by an assessment and approval process consisting of several steps and stages. Despite this risk monitoring mechanisms, it is possible that potential acquisition targets are misjudged or a company acquired cannot be integrated into Evonik Group as expected or at all. Depending on the purchase price and the composition of the financing mix selected, credit rating agencies may decide to downgrade existing ratings upon the execution of any portfolio management activities.

In some circumstances, Evonik may readjust its financial investments and, e.g., acquire further shares from related companies. If minority shareholders were to be paid out, there could be the risk that Evonik, as a majority shareholder, pays larger premiums than expected. Furthermore, squeeze-outs might be challenged legally by minority shareholders and therefore postpone the final agreement.

Where businesses no longer fit Evonik Group's strategy or meet profitability requirements, Evonik Group also examines external divestment options. If a planned divestment is not achieved successfully, this could generate risks to Evonik Group's results of operations and financial condition. In the case of disinvestments, there is a risk that these prove in retrospect to have negative effects on Evonik Group's business activities and/or its financial positions as a whole or that the expected positive effects do not occur or not to the extent envisaged. Synergy effects, for instance, that have not been recognised or were wrongly assessed may cease to exist. Evonik Group could also be subject to claims based on warranty provisions agreed to in divestment agreements.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

## **4. Legal/ Regulation/ Compliance**

### **4.1 Information technology risks**

Evonik Group is increasingly reliant on IT systems (hardware and software) and the necessity of their permanent availability impose high demands on the information technology used. Evonik Group's IT systems support almost all functions of Evonik Group, including all segments and geographic locations. Within this context Evonik Group's products and systems generate and store significant volumes of personal and sensitive business information, including personally identifiable information of customers, employees, partners and suppliers.

If these systems and information are compromised, there is a significant risk that this will have a detrimental effect on Evonik Group's business and production processes. Risks could materialise, for example, from cyber criminality from within or outside Evonik Group including electronic attacks or digital industrial espionage.

Evonik Group is subject to the Federal Data Protection Act (*Bundesdatenschutzgesetz*) and similar regulations. Unauthorised access to information stored by Evonik Group by a third party may cause damage to Evonik Group's reputation, constitute infringements of administrative and criminal law and grant the affected persons a right to damage claims against Evonik Group.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

#### **4.2 Evonik Group is exposed to legal risks**

Evonik Group is exposed to risks relating to current, threatened or possible future legal disputes, administrative proceedings, fines or damage claims, alleged patent breaches, antitrust infringements, as well as guarantee claims from divestments. In its operating business, Evonik Group is exposed to liability risks, especially in connection with product liability and environmental law. This applies as well to legal risks occurring from foreign trade/customs, corruption/fraud, privacy law, labor and social security law, financial market regulation, accounting standards or further regulations.

The outcome of individual proceedings cannot be predicted with assurance due to the uncertainties associated with legal disputes and administrative proceedings. To the extent necessary in light of the known circumstances in each case, Evonik Group sets up risk provisions for the event of an unfavourable outcome of such disputes and proceedings.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

#### **4.3 Risks related to current energy regulation**

As a producer of specialty chemicals, Evonik Group requires large quantities of energy from various sources for use in its production facilities, the most important of which are oil, natural gas and electricity.

Evonik is exposed to fluctuations in the market price and cost of various energy sources because of the specific demand/supply situation and political events. Further, Evonik Group currently benefits from significant tax allowances regarding the taxation of energy (in particular electricity and natural gas). The German Renewable Energy Act (*Erneuerbare-Energien-Gesetz* - "**EEG**") generally imposes a levy on energy consumption to finance renewable energy investments. Evonik Group benefits from several exemptions regarding this levy. As a result, of the revision of the EEG in 2011, some rules regarding these exemptions became stricter. Due to the continuously rising EEG levy, political discussions are ongoing regarding a further curtailment of the existing exemptions. This could result in significantly higher energy costs for Evonik Group in the future.

In Evonik Group's chemicals business, the energy policy framework could have a detrimental effect. This applies, in particular, to future regulatory measures to reduce CO<sub>2</sub> emissions further. Moreover, plans to reduce temporarily the number of CO<sub>2</sub> allowances made available through auctions ("**backloading**") and/or to curtail the list of "carbon leakage sectors" entitled to receive allowances free of charge will hamper the economical and competitive construction of new chemical and coal-fired power plants in Germany and abroad, in particular if a sufficient amount of emission certificates is not available or cannot be acquired on acceptable terms. These and other changes to the legal, regulatory, tax and political conditions may complicate operational procedures, increase costs or require Evonik Group to abandon certain substances or discontinue certain production methods.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, result of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

#### **4.4 Evonik Group's tax risks**

Evonik Group has operations in more than 100 countries and generates its sales mainly outside of Germany. Therefore, Evonik Group is liable to pay taxes in many jurisdictions. The tax burden on Evonik Group depends in particular on the interpretation of local tax regulations, bilateral or multilateral international tax treaties and the administrative doctrines in each of these jurisdictions.

Changes in these tax regimes, or in the interpretation of existing rules under these regimes, could have an impact on Evonik Group's tax burden or lead to claims and lawsuits.

In addition, there is a principle risk that the tax authorities carrying out tax audits in the future may not concur with previous tax assessments with regard to certain transactions or the intra-group performance of services. Accordingly, the tax authorities may re-assess these transactions or intra-group services, which may increase the tax burden. Evonik Group considers the provisions made for risks of this kind to be sufficient. There is also a risk that existing tax loss carry forwards may not be set-off or will cease to exist. Should Evonik Group be requested to pay taxes for prior years or should the extent or manner of offsetting existing loss carry forwards be limited or

should the taxation be increased as a consequence of the interest barrier rules (*Zinsschrankenregelung*), this would have a detrimental impact on the asset, financial and profit situation of Evonik Group.

The realisation of any of these risks could have an adverse effect on Evonik Group's result of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

#### **4.5 Risks related to environment, safety, health and quality (ESHQ) regulations related to the processing of hazardous substances**

As a specialty chemicals company, Evonik Group operates production facilities using hazardous substances and is therefore exposed to product safety, occupational safety and environmental risks.

Despite the high technical and safety standards Evonik Group applies to the construction, operation and maintenance of its production sites in Evonik Group's chemicals business, the risk of operational disturbances cannot be excluded. These may be caused both by external factors, which Evonik Group is unable to influence, such as natural disasters, war, acts of terrorism, strikes, official orders, technical interruptions or material defects, and accidents or other mistakes in internal procedures such as fire, explosion, release of toxic or hazardous substances. In all of these cases, humans, third party property or the environment may sustain damages resulting in material financial liabilities for Evonik Group. Damage of this kind may entail civil or criminal law consequences as well as the drop out of the relevant production site or power plant.

The product portfolio of Evonik Group's chemicals business also includes hazardous substances. It cannot be excluded that products of its chemicals business that are currently classified as harmless will be classified as dangerous in the future or that product characteristics that are not known today cause impairments of health.

Furthermore, Evonik Group possesses a number of properties which are or were being used industrially (including landfills, dumps and mining sites) and Evonik Group could potentially be held liable for existing pollution or other potential hazards on or in the environment of such properties or it cannot be ruled out that this will be the case. Landfills, dumps and mining sites may require a considerable amount of redevelopment. Environmental liabilities occur or may also occur with regard to property sold to third parties in the past. Moreover, Evonik Group is or may be held liable as polluter or legal successor of the polluter regardless of the ownership in the property involved.

Evonik Group has taken out the necessary property, third party and advance loss of profit insurances in the scope customary in the sector and has made appropriate provisions where required. However, significant additional environmental costs and liabilities may need to be incurred in the future in excess of these provisions.

In addition, changes in current regulation for example related to stricter environmental regulations or handling and classification of hazardous substances could intensify the aforementioned risks.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, result of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

#### **4.6 Risks related to Evonik's shareholder structure**

The current direct major shareholder of Evonik is RAG-Stiftung. Due to its shareholdings, RAG-Stiftung will be in a position to exert substantial influence at the general shareholders' meeting and, consequently, on matters decided by the general shareholders' meeting, including the appointment of supervisory board members, the distribution of dividends, capital reductions, actions within the meaning of the German Transformation Act (*Umwandlungsgesetz*), the buyback of shares and any proposed capital increase.

According to its statutes, RAG-Stiftung is required to pursue certain objectives related to the public interest, in particular the funding of the long-term liabilities arising from the winding-down of coal-mining activities (*Ewigkeitslasten*) in Germany. As a consequence, the interest of RAG-Stiftung could deviate from the interests of other shareholders or bondholders. For example, this concentration of share ownership might delay, postpone or prevent a change of control of Evonik and might inhibit mergers, consolidations, acquisitions or other forms of combinations that might be advantageous for other shareholders or bondholders.

Conflicts of interest could arise as a result of the fact that members of the Supervisory Board of Evonik simultaneously exercise executive functions at Evonik's shareholder RAG-Stiftung.



The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

#### **4.7 Risks from the protection of intellectual property and know-how**

For Evonik Group, as a producer of specialty chemicals, innovation plays a significant role for business success.

Protecting know-how and intellectual property is therefore of central importance. Evonik Group is exposed to a risk that intellectual property cannot be adequately protected, even through patents, especially when building new production facilities in certain countries. Similarly, the transfer of know-how in joint ventures and other forms of cooperation also entails a risk of an outflow of expertise from Evonik Group. For example, in the event of the possible separation from a joint venture or other cooperation partner there is no guarantee that the business partner will not continue to use know-how transferred or disclose it to third parties, thereby damaging Evonik Group's competitive position.

The realisation of any of these risks could have an adverse effect on Evonik Group's business, results of operations, cash flows and financial condition which could in turn adversely affect Evonik Group's financing conditions or cause the market price of the Notes to decline.

## **II. RISK FACTORS REGARDING THE NOTES**

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

1. Risks related to the nature of the Notes;
2. Risks related to Interest Payments;
3. Risks associated with the Solvency of the Issuer; and
4. Other Risks related to the Notes.

### **1. Risks related to the nature of the Notes**

#### **1.1 Subordination**

The Issuer's obligations under the Notes are unsecured deeply subordinated obligations of the Issuer ranking junior to all unsubordinated obligations and to all subordinated obligations within the meaning of section 39 paragraph 1 of the German Insolvency Code (*Insolvenzordnung*) and at least *pari passu* amongst themselves and with all present unsecured obligations of the Issuer which rank junior to all unsubordinated obligations and to all subordinated obligations under section 39 paragraph 1 of the German Insolvency Code, except for any subordinated obligations required to be preferred by mandatory provisions of law or as expressly provided for by the terms of the relevant instrument.

In the event of dissolution, liquidation opening of the insolvency proceeding or any proceeding to avoid insolvency of the Issuer, the obligations of the Issuer under the Notes, and in case of the insolvency of the Issuer or composition or other proceedings for the avoidance of insolvency of the Issuer, the rights of the holders of the Notes (the "**Noteholders**" and each a "**Noteholder**") towards the Issuer under the Notes are subordinated to the claims of all holders of unsubordinated obligations and subordinated obligations within the meaning of section 39 paragraph 1 of the German Insolvency Code, so that in any such case payments in respect of the Notes will not be made until all claims against the Issuer under obligations which rank senior to obligations of the Issuer under the Notes have been satisfied in full (i.e. not only with a quota). In a liquidation, dissolution, insolvency, composition or other proceeding for the avoidance of insolvency of, or against, the Issuer, it is very likely that the Noteholders may recover proportionately less than the holders of unsubordinated obligations of the Issuer or may recover nothing at all. Noteholders will have limited ability to influence the outcome of any insolvency proceedings or a restructuring outside insolvency. In particular, in insolvency proceedings over the assets of the Issuer, holders of subordinated debt, such as the Notes, will not have any right to vote in the assembly of creditors (*Anleihegläubigerversammlung*) pursuant to the German Insolvency Code.

Investors should take into consideration that unsubordinated liabilities may also arise out of events that are not reflected on the Issuer's balance sheet, including, without limitation, the issuance of guarantees or other payment undertakings. Claims of beneficiaries under such guarantees or other payment undertakings will, in winding-up or insolvency proceedings of the Issuer, become unsubordinated liabilities and will therefore be paid in full before payments are made to Noteholders.

## **1.2 Risk of Early Redemption**

The Issuer will redeem the Notes on 2 September 2081, unless they have been previously redeemed or repurchased and cancelled. While pursuant to the Terms and Conditions the Issuer may call and redeem the Notes early at certain points in time or in certain circumstances, it is under no obligation to redeem the Notes at any time before their Maturity Date.

At the Issuer's option, the Notes may be redeemed (in whole but not in part) pursuant to the Terms and Conditions with effect as of (i) any Business Day during the 90 days period up to but excluding the First Reset Date, (ii) the First Reset Date or (iii) any Interest Payment Date following the First Reset Date. Furthermore, the Issuer may call the Notes for redemption (in whole but not in part) after the occurrence of (iv) a Gross-up Event, (v) a Rating Agency Event, (vi) a Tax Event, (vii) a minimal outstanding aggregate principal amount (viii) a Change of Control Event, (ix) at any time with effect on a Redemption Date falling prior to the First Optional Redemption Date (Make-Whole Call) (all as defined and described in the Terms and Conditions).

In the event that the Issuer exercises (or may be perceived to exercise) the option to call and redeem the Notes, the Noteholders are exposed to the risk that their investments have a lower than expected yield and they may only be able to reinvest the redemption proceeds in securities with a lower yield. Additionally, Noteholders are exposed to a market value risk, i.e. the Notes are unlikely to rise substantially above the price at which they can be redeemed if the Issuer may or may be perceived to call and redeem the Notes.

## **1.3 The Notes are long-term securities and Noteholders may not declare the Notes due and payable before their Maturity Date**

The Notes are long-term securities and Noteholders may declare the Notes due and payable in 60 years. The Issuer is under obligation to redeem the Notes only in 60 years. The Noteholders have no right to call for their redemption before their Maturity Date. Certain market expectations may exist among investors in the Notes with regard to the Issuer making use of a right to call the Notes for redemption at certain points in time. The Issuer, however, is not obliged to exercise any such right to call the Notes, either in line with market expectations or otherwise. Should the Issuer's actions diverge from such market expectations, the market value of the Notes could be adversely affected, and the liquidity of the Notes could be reduced.

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

## **1.4 Risks associated with "Green Notes"**

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

Prospective investors should refer to the information set out in this Prospectus and in the Green Finance Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in the Notes together with any other investigation such investor deems necessary.

Due to the intention to apply the net proceeds from the issuance of the Notes, in accordance with the Green Finance Framework, to Eligible Green Projects, the Issuer refers to the Notes as "Green Notes". There is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes or may be classified as, a "green" or an equivalently-labelled project. It is an area which has been, and continues to be, the subject of many and wide-ranging voluntary and regulatory initiatives to develop rules, guidelines, standards, taxonomies and objectives.

Even if such voluntary or regulatory initiatives should arrive at a definition of "green" (or any equivalent label) they are not necessarily meant to apply to the Notes nor will the Issuer necessarily seek compliance of the Notes with all or some of such rules, guidelines, standards, taxonomies or objectives.

For example, at EU level, published in the Official Journal of the European Union on 22 June 2020 and entered into force on 12 July 2020, Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**EU Taxonomy Regulation**") defined six environmental objectives and established the framework to facilitate sustainable investment. The Taxonomy Regulation tasked the Commission with establishing the actual list of environmentally sustainable activities by defining technical screening criteria for each environmental objective through delegated acts. A first delegated act on sustainable activities for climate change adaptation and

mitigation objectives was approved in principle on 12 April 2021 and formally adopted on 4 June 2021. A second delegated act for the remaining objectives is expected to be published in 2022. The EU Taxonomy Regulation sets mandatory requirements on disclosure for companies and financial institution and forms the basis for a future European standard for green bonds proposed by the Technical Expert Group on Sustainable Finance in 2019 (the "**EU Green Bond Standard**"). A legislative proposal for the EU Green Bond Standard was published by the European Commission on 6 July 2021.

There can be no assurance by the Issuer or the Joint Bookrunners that the Green Finance Framework and the use of proceeds of the Notes will satisfy, whether in whole or in part, (i) any existing or future legislative or regulatory requirements, or (ii) any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own by-laws or other governing rules or investment portfolio mandates. Further, no assurance or representation can be given by the Issuer or the Joint Bookrunners that the reporting under the Green Finance Framework will meet investor needs or expectations.

It is the intention of the Issuer to apply an amount equivalent to the proceeds of the Notes for Eligible Green Projects in, or substantially in, the manner described in this Prospectus and in the Green Finance Framework. However, there can be no assurance by the Issuer, the Joint Bookrunners or any other person that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be disbursed in whole or in part for such Eligible Green Projects. Neither can there be any assurance by the Issuer, the Joint Bookrunners or any other person that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer.

Investors should note that (x) any failure to observe the provisions in the Prospectus or in the Green Finance Framework relating to the envisaged use of proceeds of the Notes or the Issuer's intentions as regards allocation and impact reporting or (y) any failure to publish such a report, opinion or certification, will not (i) give rise to any claim of a Noteholder against the Issuer or (ii) constitute an event of default under the Terms and Conditions (including, for the avoidance of doubt, giving any right to accelerate the Notes) or a breach or violation of any term thereof, or constitute a default by the Issuer for any other purpose or (iii) lead to a right or obligation of the Issuer to redeem the Notes or give any Noteholder the right to require redemption of its Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of the Notes or (iv) prevent or otherwise affect the ability of the Issuer to defer interest payments under the Terms and Conditions.

For the avoidance of doubt, there is no intention to segregate the Notes or their proceeds or any related assets from any other assets of the Issuer. In addition, there is no direct or contractual link between the Notes and the Eligible Green Projects and consequently, neither the payment of principal nor interest is dependent on the performance of any Eligible Green Projects.

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

**1.5 No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party**

As of the date of this Prospectus, second party opinion providers such as ISS ESG and providers of similar opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. Any such opinion, certification or verification is not, nor should be deemed to be, a recommendation by the Issuer, any member of Evonik Group, the Joint Bookrunners, any second party opinion providers such as ISS ESG, or any other person to buy, sell or hold any Notes.

No assurance or representation can be given by the Issuer or the Joint Bookrunners as to the suitability or reliability for any purpose whatsoever of the opinion of ISS ESG which was made available in connection with the establishment of the Green Finance Framework (the "**Second Party Opinion**"). The Second Party Opinion may not address risks that may affect the value of the Notes issued under the Green Finance Framework or any Eligible Green Projects against which the Issuer may assign the proceeds of the Notes. For the avoidance of doubt, the Second Party Opinion is not incorporated by reference into and does not form part of this Prospectus.

Such Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in any Notes, including without

limitation market price, marketability, investor preference or suitability of any security. Such Second Party Opinion is a statement of opinion, not a statement of fact. The Second Party Opinion is not, nor should be deemed to be, a recommendation by the Issuer, the Joint Bookrunner or any other person to buy, sell or hold the Notes. The Second Party Opinion is only current as of the date that opinion was initially issued and may be updated, suspended or withdrawn by the relevant provider(s) at any time. Prospective investors must determine for themselves the relevance of the Second Party Opinion and/or the information contained therein and/or the provider of such Second Party Opinion for the purpose of any investment in the Notes.

Noteholders have no recourse against the Issuer, any of the Joint Bookrunners, any second party opinion provider, or the provider of any opinion, certification or verification for the contents of any such opinion, certification or verification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, certification or verification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Notes. Any withdrawal of any such opinion, certification or verification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining on or certifying on may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

#### **1.6 *The providers of ESG ratings are not regulated and an ESG rating is not a credit rating***

The ESG ratings provide an opinion on certain environmental, social and governance and related considerations and are not intended to address any credit, market or risk in relation to the creditworthiness or other aspects of the Issuer or an investment in the Notes including without limitation market price, marketability, investor preference or suitability of any security. Providers of ESG ratings are not regulated and their respective ESG ratings are not to be regarded as credit ratings. Currently, the providers of ESG ratings are not subject to any specific regulatory regime or other regime. In addition, ESG criteria of the respective rating agency may change over time as a result of evolving market practice, so that over the years a comparability of ratings even from ratings of the same rating agency is hardly possible. Prospective investors must determine for themselves the relevance of any ESG ratings for the purpose of any investment in the Notes. In particular, no assurance or representation is made or given that any such ESG rating reflects any present or future requirements, investment criteria or guidelines which may apply to any investor or its investments. Noteholders will have no recourse against the respective provider of any ESG ratings.

#### **1.7 *Enforcement and limited remedies***

The only remedy against the Issuer available to the Noteholders for recovery of amounts which have become due in respect of the Notes will be the institution of legal proceedings to enforce payment of the amounts or to file an application for the institution of insolvency proceedings. On an insolvency or liquidation of the Issuer, any Noteholder may only declare its Notes due and payable and may claim the amounts due and payable under the Notes, after the Issuer having discharged or secured in full (i.e. not only with a quota) all claims that rank senior to the Notes.

#### **1.8 *No express events of default or cross default***

The Noteholders should be aware that the Terms and Conditions do not contain any express event of default provisions. Accordingly, Noteholders have no right under the Terms and Conditions to call and redeem the Notes under circumstances generally referred to as events of default such as late payment or failure to pay.

There will be no cross default under the Notes.

#### **1.9 *No limitation on issuing further debt ranking senior or pari passu with the Notes***

The Issuer has not entered into any restrictive covenants in connection with the issuance of the Notes regarding its ability to incur additional indebtedness ranking *pari passu* or senior to the obligations under or in connection with the Notes. The incurrence of any such additional indebtedness may significantly increase the likelihood of a deferral of payments of interest under the Notes and/or may reduce the amount recoverable by Noteholders in the event of insolvency or liquidation of the Issuer. In addition, under the Notes, the Issuer will not be restricted from issuing or repurchasing its other securities. Noteholders will not be protected under the Terms and Conditions in the event of a highly leveraged transaction, a reorganisation or a restructuring, merger or similar transaction that may adversely affect Noteholders.

## **2. Risks related to Interest Payments**

### **2.1 *Deferral of interest payments at the election of the Issuer***

Noteholders should be aware that, in certain cases at the election and at the discretion of the Issuer, interest will not be due and payable (*fällig*) on the scheduled Interest Payment Date, and that the payment of the resulting Deferred Interest Payments is subject to certain further conditions.

Failure to pay interest as a result of an interest deferral will not constitute a default of the Issuer or a breach of any other obligations under the Notes or for any other purposes. Interest deferred will constitute Deferred Interest Payments, payment dates of which are not set at the time of their deferral. As a consequence, investors who depend on annual interest payments on the Notes shall not invest in the Notes at all.

Noteholders will not receive any additional interest or compensation for the deferral of payment. In particular, the resulting Deferred Interest Payments will not themselves bear interest.

Any deferral or increased likelihood of deferral of interest payments will likely have an adverse effect on the market price of the Notes. In addition, as a result of the Deferred Interest Payments provision of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities that accrue interest not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

### **2.2 *Fixed to Reset Rate Notes***

The Notes bear a fixed interest on their aggregate principal amount up to the relevant First Reset Date.

A holder of a fixed interest rate note is exposed to the risk that the price of the note may fall because of changes in the market interest rate. While the nominal interest rate of a fixed interest rate note is fixed during the life of such note or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such note changes in the opposite direction. If the market interest rate increases, the price of such note typically falls, until the yield of such note is approximately equal to the market interest rate. If the market interest rate falls, the price of a fixed interest rate note typically increases, until the yield of such note is approximately equal to the market interest rate. Noteholders should be aware that movements of the market interest rate can adversely affect the price of the Notes and can lead to losses for the Noteholders if they sell the Notes during the period in which the market interest rate exceeds the fixed interest rate of the Notes.

### **2.3 *The Noteholders are exposed to risks relating to the reset of interest rates based on the 5-year swap rate. Interest rate reset may result in a decline of yield***

From and including the relevant First Reset Date pursuant to § 3 of the Terms and Conditions, the Notes bear interest at a rate which will be determined on each Reset Date (as defined in § 3(2)(c) of the Terms and Conditions) at the then applicable Reference Rate (as defined in § 3(2)(d) of the Terms and Conditions) for the relevant Reset Period (as defined in § 3(3)(b) of the Terms and Conditions) plus the relevant margin. The Noteholders of securities with a fixed interest rate that will be reset during the term of the securities, as it will be the case for the Notes, if not previously redeemed, are exposed to the risk of fluctuating interest rate levels and uncertain interest income. Potential investors cannot determine a future yield of the Notes at the time of purchase and cannot compare their anticipated return on investment with that of investments having longer fixed interest periods or certain maturities. Potential investors should be aware that the performance of the 5-year swap rate cannot be anticipated. Potential investors in the Notes should bear in mind that neither the current nor the historical level of the 5-year swap rate is an indication of the future development of such 5-year swap rate.

Furthermore, during each Reset Period, it cannot be ruled out that the price of the Notes may fall as a result of changes in the market interest rate, as the market interest rate fluctuates. During each of these periods, the Noteholders are exposed to the risks as described under "Fixed to Reset Rate Notes".

### **2.4 *Risks associated with the reform of interest rate benchmarks***

Following their First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual swap rate for swap transactions denominated in Euro with a term of 5 years.

This swap-rate, the EURIBOR and other interest rates or other types of rates and indices which are deemed "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**"), to which the distributions on the Notes will, from and including the First Reset Date, be linked, have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented.

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

The Benchmarks Regulation could have a material impact on the Notes in any of the following circumstances:

- the Benchmark for determining the relevant Original Benchmark Rate (as defined in § 3(2)(d) of the Terms and Conditions) could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the 'equivalence' conditions, is not 'recognised' pending such a decision and is not 'endorsed' for such purpose. In such event, the Notes could be impacted; and
- the methodology or other terms of the benchmark could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could impact the Notes, including determination of the rate by the Issuer, the Calculation Agent or an Independent Adviser (as defined in § 3(2)(e)(vi) of the Terms and Conditions), as the case may be.

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

Should a Benchmark Event (as defined in the Terms and Conditions, such as, for example, a discontinuation of the Original Benchmark Rate) occur, certain benchmark replacement provisions ("fall-back provisions") will apply to the Notes:

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

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

If the Issuer fails to appoint an independent adviser or if the adviser fails to determine a New Benchmark Rate following a Benchmark Event, the Reference Rate applicable to the immediately following reset period shall be the original benchmark rate determined on the last Interest Determination Date immediately preceding the occurrence of the relevant Effective Date, provided, however, that, in case of the first Reset Period, the Reference Rate shall be -0.336 per cent. *per annum*.

Any changes to a Benchmark as a result of the Benchmarks Regulation or other initiatives, could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Although it is uncertain whether or to what extent any of the above-mentioned changes and/or any further changes in the administration or method of determining a Benchmark could have an effect on the value of any Notes linked to the Benchmark, investors should be aware that any changes to the Benchmark may have a material adverse effect on the value or liquidity of, and the amounts payable on the Notes.

### **3. Risks associated with the Solvency of the Issuer**

#### **3.1 *Noteholders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments***

Any person who purchases the Notes is relying on the creditworthiness of the Issuer and has no rights against any other person. Noteholders are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments that the Issuer is obliged to make under the Notes. A materialisation of the credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments under the Notes.

In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due has not actually decreased, market participants could nevertheless be of that opinion. Market participants may in particular be of such opinion, if market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the industries sector adversely changes. If any of these risks occur, third parties would only be willing to purchase the Notes for a lower price than before the materialization of said risk. The market value of the Notes may therefore decrease.

#### **3.2 *The market value of the Notes could decrease due to a number of factors, including the creditworthiness of the Issuer***

The market value of the Notes is, amongst others, influenced by a change in the creditworthiness (or the perception thereof) of the Issuer and by the credit rating of the Issuer and a number of other factors including, but not limited to, economic and political events in Germany or elsewhere, factors affecting the capital markets in general and the stock exchanges on which the Notes are traded, market interest, rate of return and certain market expectations with regard to the Issuer making use of a right to call the Notes for redemption with effect as of (i) any Business Day during the period of 90 calendar days up to and including the First Reset Date, (ii) the Second Reset Date or (iii) any Interest Payment Date thereafter and the price at which a Noteholder can sell the Notes might be considerably below the issue price or the purchase price paid by such Noteholder.

If the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due decreases, for example, because of the materialisation of any of the risks regarding the Issuer, the market value of the Notes will suffer. In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Issuer could adversely change. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of mentioned risk. Under these circumstances, the market value of the Notes will decrease.

#### **3.3 *Ratings of the Issuer or the Notes, if any, may be subject to change at all times***

Ratings of the Issuer, if any, may not adequately reflect the potential impact of all risks related to the structure, market, additional risk factors (as discussed herein) and other factors that may affect the value of the Notes issued by the Issuer. A credit rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be reduced or withdrawn entirely by the credit rating agency if, in its judgment, the circumstances so warrant. Rating agencies may also change their methodologies for rating securities (such as the Notes) in the future. Any suspension, downgrading or withdrawal may have an adverse effect on the market value and trading price of the Notes.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

#### **3.4 *Potential investors assume the risk that the credit spread of the Issuer changes (credit spread risk)***

A credit spread is the margin payable by the Issuer to the Noteholder as a premium for the assumed credit risk of the Issuer. Credit spreads are offered and sold as premiums on current risk-free interest rates or as discounts on the price. Factors influencing the credit spread include, among other things, the creditworthiness and rating of the Issuer, probability of default, recovery rate, remaining term to maturity of obligations under any collateralisation or guarantee and declarations as to any preferred payment or subordination. The liquidity situation, the general level of interest rates, overall economic developments, and the currency in which the relevant obligation is denominated may also have a positive or negative effect. Potential investors are exposed to the risk that the credit spread of the Issuer widens, resulting in a decrease in the price of the Notes.

#### **4. Other Risks related to the Notes**

##### **4.1 Risks in connection with the application of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*)**

Since the Terms and Conditions provide for meetings of Noteholders or the taking of votes without a meeting, the Terms and Conditions of the Notes may be amended by majority resolution of the Noteholders and a Noteholder is subject to the risk of being outvoted by a majority resolution of the Noteholders of such Notes. The rules pertaining to resolutions of Noteholders are set out in the German Act on Debt Securities of 2009 (*Gesetz über Schuldverschreibungen aus Gesamtemissionen* – "**SchVG**") and are largely mandatory. Pursuant to the SchVG the relevant majority for Noteholders' resolutions is generally based on votes cast, rather than on the aggregate principal amount of the Notes outstanding, therefore, any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes outstanding. As such majority resolution is binding on all Noteholders, certain rights of a Noteholder against the Issuer under the Terms and Conditions of the Notes may be amended or reduced or even cancelled.

##### **4.2 Noteholders have no voting rights**

The Notes are non-voting with respect to shareholders' meetings of the Issuer. Consequently, the Noteholders cannot influence any decisions by the Issuer to defer interest payments or to optionally settle Deferred Interest Payments or any other decisions by the Issuer's shareholders concerning the capital structure or any other matters relating to the Issuer.

##### **4.3 Liquidity risk**

There is currently no secondary market for the Notes. Application will be made for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange and to be listed on the Official List of the Luxembourg Stock Exchange. There can, however, be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. Neither the Issuer nor the Joint Bookrunners are under any obligation to maintain such a market. In an illiquid market, an investor may not be able to sell his Notes at any time at fair market prices. The ability of Noteholders to sell the Notes might also be restricted for country-specific reasons. Further, there can be no assurance that a market for the Notes will not be subject to disruptions. Any such disruptions may have an adverse effect on the Noteholders.

##### **4.4 There is a risk that trading in the Notes will be suspended, interrupted or terminated**

The listing of the Notes may be suspended or interrupted by the competent regulatory authority for any of a number of reasons, including violation of price limits, breach of statutory provisions, occurrence of operational problems of the stock exchange or generally if deemed required in order to secure a functioning market or to safeguard the interests of investors. Furthermore, trading in the Notes may be terminated, either upon decision of the stock exchange, a regulatory authority or upon application by the Issuer. Investors should note that the Issuer has no influence on trading suspension or interruptions (other than where trading in the Notes is terminated upon the Issuer's decision) and that investors in any event must bear the risks connected therewith. In particular, investors may not be able to sell their Notes where trading is suspended, interrupted or terminated, and the stock exchange quotations of such Notes may not adequately reflect the price of such Notes. Finally, even if trading in the Notes is suspended, interrupted or terminated, investors should note that such measures may neither be sufficient nor adequate nor in time to prevent price disruptions or to safeguard the investors' interests; for example, where trading in the Notes is suspended after price-sensitive information relating to such Notes has been published, the price of such Notes may already have been adversely affected. All these risks would, if they materialise, have a material adverse effect on the investors.

##### **4.5 Due to future money depreciation (inflation), the real yield of an investment may be reduced**

Inflation risk describes the possibility that the value of assets such as the Notes or income therefrom will decrease as inflation reduces the purchasing power of a currency. Inflation causes the rate of return to decrease in value. If the inflation rate exceeds the interest paid on any Notes the yield on such Notes will become negative and investors will have to suffer a loss.

##### **4.6 Currency risk**

The Notes are denominated in Euro. If such currency or any successor represents or becomes a foreign currency to a Noteholder, such Noteholder is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes measured in the Noteholder's currency. Changes in currency exchange rates result from various factors such as macroeconomic factors, speculative transactions and interventions by central banks and governments.



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

#### **4.7 Market volatility and other factors**

The Issuer has applied for the listing of the Notes on the Official List of the Luxembourg Stock Exchange. The trading market for notes may be volatile and can be adversely impacted by many events. In the event of such exchange listings, the market for Notes is influenced by economic and market conditions in Luxembourg and, to varying degrees, by market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Germany, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have other adverse effects.

Increased government spending, high levels of national debt and loss of trust of market participants in the ability to repay these debts have led to the sovereign debt crisis, affecting the rating of various European States and the yield for sovereign bonds and leading to high volatility in the markets. From and including the First Reset Date, the Notes bear interest at a rate which will be determined on each Reset Date at the 5-year swap rate for the relevant Reset Period plus a margin. Should a date on which the interest rate for the Notes is determined fall into times of such high volatility due to the sovereign debt crisis or for other reasons, this could have an adverse effect on the interest rate then determined.

#### **4.8 Incidental costs related in particular to the purchase and sale of Notes may have a significant impact on the profit potential of the Notes**

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional parties – domestic or foreign – are involved in the execution of an order, including, but not limited to, domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

#### **4.9 Taxation**

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. Payments of interest on the Notes, or profits realised by the Noteholders upon the sale or redemption of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely upon the tax summary included in this Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections included in this Prospectus.

## TERMS AND CONDITIONS OF THE NOTES

*The German text of the Terms and Conditions of the Notes is controlling and legally binding. The English translation is for convenience only. The Issuer accepts responsibility for the correct translation of the Terms and Conditions into the English language.*

*Der deutsche Text der Anleihebedingungen der Schuldverschreibungen ist maßgeblich und rechtsverbindlich. Die englische Übersetzung dient lediglich Informationszwecken. Die Emittentin übernimmt die Verantwortung für die ordnungsgemäße Übersetzung der Anleihebedingungen in die englische Sprache.*

### § 1

#### WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Stückelung.* Diese Emission von Schuldverschreibungen (die "**Schuldverschreibungen**") der Evonik Industries AG ("**Evonik**" oder die "**Emittentin**") wird in Euro im Gesamtnennbetrag von EUR 500.000.000 (in Worten: fünfhundert Millionen) in einer Stückelung von EUR 100.000 (die "**Festgelegte Stückelung**") begeben.

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

(3) *Globalurkunde.* Die Schuldverschreibungen sind durch eine Globalurkunde (die "**Globalurkunde**") ohne Zinsscheine verbrieft. Die Globalurkunde trägt die eigenhändigen Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Hauptzahlstelle (wie nachstehend in § 7(1) definiert) oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben und das Recht der Anleihegläubiger von Schuldverschreibungen, die Ausstellung und Lieferung von Einzelurkunden zu verlangen, ist ausgeschlossen.

(4) *Clearing System.* Die Globalurkunde wird bei dem Clearing System hinterlegt, wird solange von dem Clearing System verwahrt und darf von dem Clearing System nicht übertragen werden, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. Die Emittentin räumt dem Clearing System ein dauerhaftes, unwiderrufliches und absolutes Besitzrecht an der Globalurkunde ein. Kopien der Globalurkunde können von jedem

### § 1

#### CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This issue of Notes (the "**Notes**") of Evonik Industries AG ("**Evonik**" or the "**Issuer**") is being issued in Euro in the aggregate principal amount of EUR 500,000,000 (in words: five hundred million) in the denomination of EUR 100,000 (the "**Specified Denomination**").

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

(3) *Global Note.* The Notes are represented by a global note (the "**Global Note**") without interest coupons. The Global Note shall be signed manually by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Principal Paying Agent (as defined in § 7(1) below). Definitive Notes and interest coupons will not be issued and the right of the Noteholders of Notes to request the issue and delivery of definitive Notes shall be excluded.

(4) *Clearing System.* The Global Note will be deposited with the Clearing System, will be held by the Clearing System and may not be transferred by the Clearing System until the Issuer has satisfied and discharged all its obligations under the Notes. The Issuer grants the Clearing System a permanent, irrevocable and absolute possession right in the Global Note. Copies of the Global Note are available for each Noteholder at

Anleihegläubiger bei der Hauptzahlstelle bezogen werden, sofern die jeweilige Kopie nicht selbst ein durchsetzbares Inhaberpapier darstellt.

"**Clearing System**" bezeichnet die Clearstream Banking AG, Frankfurt am Main.

(5) *Anleihegläubiger*. "**Anleihegläubiger**" bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an der Globalurkunde.

## § 2 STATUS

(1) *Status*. Die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen begründen nicht besicherte und nachrangige Verbindlichkeiten der Emittentin, die

- (a) nur den Nachrangigen Instrumenten im Rang vorgehen,
- (b) untereinander und mit jedem Gleichrangigen Instrument im Rang gleichstehen; und
- (c) nachrangig sind gegenüber allen gegenwärtigen und zukünftigen Verbindlichkeiten der Emittentin, ob nachrangig oder nicht nachrangig, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen des betreffenden Instruments ausdrücklich etwas anderes vorsehen.

Im Fall der Auflösung, der Liquidation, der Eröffnung des Insolvenzverfahrens oder eines der Abwendung der Insolvenz der Emittentin dienenden Verfahrens stehen die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen allen nicht nachrangigen und allen nachrangigen Verbindlichkeiten der Emittentin im Rang nach, soweit zwingende gesetzliche Vorschriften nichts anderes vorschreiben bzw. die Bedingungen des betreffenden Instruments ausdrücklich etwas anderes vorsehen, so dass Zahlungen auf die Schuldverschreibungen erst erfolgen, wenn alle Ansprüche gegen die Emittentin aus Verbindlichkeiten, die den Verbindlichkeiten der Emittentin aus den Schuldverschreibungen nach Maßgabe dieses § 2(1) oder kraft Gesetzes im Rang vorgehen, vollständig befriedigt sind; erst nach vollständiger Befriedigung aller der vorgenannten Ansprüche und der

the Principal Paying Agent, so long as no such copy is itself an enforceable bearer instrument.

"**Clearing System**" means Clearstream Banking AG, Frankfurt am Main.

(5) *Noteholders*. "**Noteholder**" means any holder of a proportionate co-ownership interest or other beneficial interest or right in the Global Note.

## § 2 STATUS

(1) *Status*. The obligations of the Issuer under the Notes constitute unsecured and subordinated obligations of the Issuer ranking

- (a) senior only to Junior Instruments,
- (b) *pari passu* among themselves and *pari passu* with any Parity Instruments; and
- (c) subordinated to all present and future unsubordinated and subordinated obligations of the Issuer, except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms of the relevant instrument.

In the event of the dissolution, liquidation, opening of the insolvency proceeding or any proceeding to avoid insolvency of the Issuer, the obligations of the Issuer under the Notes will be subordinated to all unsubordinated and all subordinated obligations of the Issuer, except as otherwise provided by mandatory provisions of law or as expressly provided for by the terms of the relevant instrument, so that in any such event payments will not be made under the Notes until all claims against the Issuer which pursuant to this § 2(1) are expressed to, or by operation of law, rank senior to the obligations of the Issuer under the Notes will first have been satisfied in full; only after all of the aforementioned claims and claims under the Notes will first have been satisfied in full any remaining assets may be distributed to the holders of the Junior Instruments of the Issuer.

Verbindlichkeiten aus den Schuldverschreibungen können die verbleibenden Vermögenswerte an die Inhaber der Nachrangigen Instrumente der Emittentin verteilt werden.

Unter Beachtung dieser Nachrangregelung bleibt es der Emittentin unbenommen, ihre Verbindlichkeiten aus den Schuldverschreibungen auch aus dem sonstigen freien Vermögen zu bedienen.

**"Gleichrangiges Instrument"** bezeichnet jedes gegenwärtige oder zukünftige Wertpapier, Namenswertpapier oder sonstige Instrument, das (i) von der Emittentin begeben ist und gleichrangig mit den Schuldverschreibungen ist oder als im Verhältnis zu den Schuldverschreibungen gleichrangig vereinbart ist, oder (ii) von einer Tochtergesellschaft begeben und von der Emittentin dergestalt garantiert ist oder für das die Emittentin dergestalt die Haftung übernommen hat, dass die Verpflichtungen der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme im Verhältnis zu den Verpflichtungen der Emittentin aus den Schuldverschreibungen gleichrangig sind, und schließt die EUR 500.000.000 nachrangigen resettable festverzinslichen Schuldverschreibungen fällig 2077, ISIN DE000A2GSFF1, der Emittentin ein.

**"Nachrangiges Instrument"** bezeichnet (i) die Stammaktien der Emittentin, (ii) jede Aktie einer anderen Gattung von Aktien der Emittentin, die mit den Stammaktien der Emittentin gleichrangig ist, (iii) jedes andere gegenwärtige oder zukünftige andere Wertpapier, Namenswertpapier oder sonstige Instrument, das von der Emittentin begeben ist und bei dem die daraus folgenden Verbindlichkeiten der Emittentin mit den unter Ziffern (i) und (ii) beschriebenen Instrumenten der Emittentin gleichrangig oder als gleichrangig vereinbart sind und (iv) jedes gegenwärtige oder zukünftige Wertpapier, Namenswertpapier oder sonstige Instrument, das von einer Tochtergesellschaft begeben ist, und das von der Emittentin dergestalt garantiert ist oder für das die Emittentin dergestalt die Haftung übernommen hat, dass die betreffenden Verbindlichkeiten der Emittentin aus der maßgeblichen Garantie oder Haftungsübernahme mit den unter Ziffern (i), (ii) und (iii) beschriebenen

Subject to this subordination provision, the Issuer may satisfy its obligations under the Notes also from other distributable assets (*freies Vermögen*) of the Issuer.

**"Parity Instrument"** means any present or future security, registered security or other instrument which (i) is issued by the Issuer and ranks or is expressed to rank *pari passu* with the Notes, or (ii) is issued by a Subsidiary and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer's obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer's obligations under the Notes, and include the Issuer's EUR 500,000,000 Subordinated Resettable Fixed Rate Notes due 2077, ISIN DE000A2GSFF1.

**"Junior Instrument"** means (i) the ordinary shares of the Issuer, (ii) any share of any other class of shares of the Issuer ranking *pari passu* with the ordinary shares of the Issuer, (iii) any other present or future security, registered security or other instrument of the Issuer and where the Issuer's obligations under which rank or are expressed to rank *pari passu* with the instruments of the Issuer described under clauses (i) and (ii) and (iv) any present or future security, registered security or other instrument which is issued by a Subsidiary and guaranteed by the Issuer or for which the Issuer has otherwise assumed liability where the Issuer's obligations under such guarantee or other assumption of liability rank or are expressed to rank *pari passu* with the instruments of the Issuer described under clauses (i), (ii) and (iii).

Instrumenten der Emittentin gleichrangig oder als gleichrangig vereinbart sind.

**"Tochtergesellschaft"** bezeichnet für einen bestimmten Zeitpunkt jedes ausweislich des letzten geprüften Konzernabschlusses von Evonik voll konsolidierte Unternehmen (einschließlich jedes Unternehmens, welches in einem solchen Abschluss vollumfänglich zu konsolidieren wäre, wenn der Abschluss zu dem jeweils anwendbaren Zeitpunkt erstellt würde, aber ausschließlich aller Unternehmen, die in einem solchen Abschluss nicht mehr vollumfänglich zu konsolidieren wären, wenn der Abschluss zu dem jeweils anwendbaren Zeitpunkt erstellt würde).

(2) *Aufrechnungsausschluss.* Die Anleihegläubiger sind nicht berechtigt, Forderungen aus den Schuldverschreibungen gegen etwaige Forderungen der Emittentin gegen sie aufzurechnen, und die Emittentin ist nicht berechtigt, etwaige Forderungen, welche sie gegen einen Anleihegläubiger hat, gegen Forderungen dieses Anleihegläubigers aus den Schuldverschreibungen aufzurechnen.

### § 3 ZINSEN

(1) *Zinszahlungstage.* In dem Zeitraum ab dem 2. September 2021 (der "**Zinslaufbeginn**") (einschließlich) bis zum Zinslaufende gemäß § 3(3) werden die Schuldverschreibungen bezogen auf den Gesamtnennbetrag in Höhe des Zinssatzes (wie nachstehend definiert) verzinst. Während dieses Zeitraums sind Zinsen nachträglich am 2. Dezember eines jeden Jahres zur Zahlung vorgesehen (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung ist am 2. Dezember 2021 zur Zahlung vorgesehen (kurze erste Zinsperiode) und beläuft sich auf EUR 342,81 je Festgelegte Stückelung. Zinszahlungen werden nach Maßgabe der in § 4 dargelegten Bedingungen fällig.

(2) *Verzinsung.*

(a) Der "**Zinssatz**" für jede Zinsperiode (wie in § 3(2)(d) definiert) entspricht, vorbehaltlich von § 3(2)(b),

(i) ab dem Zinslaufbeginn (einschließlich) bis zum 2. Dezember 2026 (der "**Erste**

**"Subsidiary"** means at any time any enterprise which was fully consolidated in the latest audited consolidated financial statements of Evonik (including any enterprise which would have to be fully consolidated in such financial statements if at the relevant time such financial statements would be drawn up, but excluding any enterprise which would no longer have to be fully consolidated in such financial statements if at the relevant time such financial statements would be drawn up).

(2) *Exclusion of set-off.* The Noteholders may not set off any claim arising under the Notes against any claim that the Issuer may have against any of them. The Issuer may not set off any claims it may have against any Noteholder against any claims of such Noteholder under the Notes.

### § 3 INTEREST

(1) *Interest Payment Dates.* In the period from and including 2 September 2021 (the "**Interest Commencement Date**") to the cessation of interest accrual in accordance with § 3(3) the Notes bear interest on their aggregate principal amount at the Rate of Interest (as defined below). During such period, interest is scheduled to be paid annually in arrear on 2 December of each year (each an "**Interest Payment Date**"). The first payment of interest is scheduled to be paid on 2 December 2021 (short first coupon) and will amount to EUR 342.81 per Specified Denomination. Interest payments will become due and payable (*fällig*) in accordance with the conditions set out in § 4.

(2) *Interest.*

(a) The "**Rate of Interest**" for each Interest Period (as defined in § 3(2)(d)) will be, subject to § 3(2)(b),

(i) from and including the Interest Commencement Date to but excluding

**Zinsanpassungstag**") (ausschließlich) einem Zinssatz in Höhe von jährlich 1,375 %;

- (ii) ab dem Ersten Zinsanpassungstag (einschließlich) bis zum 2. Dezember 2031 (der "**Erste Modifizierte Zinsanpassungstag**") (ausschließlich) dem Reset-Zinssatz für den betreffenden Zinsanpassungszeitraum;
- (iii) ab dem Ersten Modifizierten Zinsanpassungstag (einschließlich) bis zum 2. Dezember 2046 (der "**Zweite Modifizierte Zinsanpassungstag**") (ausschließlich) dem Ersten Modifizierten Reset-Zinssatz für den betreffenden Zinsanpassungszeitraum; und
- (iv) ab dem Zweiten Modifizierten Zinsanpassungstag (einschließlich) bis zum Endfälligkeitstermin (ausschließlich) dem Zweiten Modifizierten Reset-Zinssatz für den betreffenden Zinsanpassungszeitraum.

Dabei gilt Folgendes:

Der "**Reset-Zinssatz**" ist der Referenzsatz (wie in § 3(2)(c) definiert) für den betreffenden Zinsanpassungszeitraum zuzüglich 1,836 % *per annum*, wie von der Berechnungsstelle festgelegt.

Der "**Erste Modifizierte Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Zinsanpassungszeitraum zuzüglich 2,086 % *per annum*, wie von der Berechnungsstelle festgelegt.

Der "**Zweite Modifizierte Reset-Zinssatz**" ist der Referenzsatz für den betreffenden Zinsanpassungszeitraum zuzüglich 2,836 % *per annum*, wie von der Berechnungsstelle festgelegt.

- (b) Wenn ein Kontrollwechselereignis eintritt und die Emittentin die Schuldverschreibungen nicht insgesamt gemäß § 6(3) zurückzahlt, erhöht sich der für die Zinszahlung auf die Schuldverschreibungen sonst anwendbare Zinssatz ab dem Kontrollwechsel-Stichtag (einschließlich) um 5 Prozentpunkte *per*

2 December 2026 (the "**First Reset Date**") a rate of 1.375 per cent. *per annum*;

- (ii) from and including the First Reset Date to but excluding 2 December 2031 (the "**First Modified Reset Date**") the Reset Interest Rate for the relevant Reset Period;
- (iii) from and including the First Modified Reset Date to but excluding 2 December 2046 (the "**Second Modified Reset Date**") the First Modified Reset Interest Rate for the relevant Reset Period; and
- (iv) from and including the Second Modified Reset Date to but excluding the Maturity Date the Second Modified Reset Interest Rate for the relevant Reset Period.

Where:

The "**Reset Interest Rate**" will be the Reference Rate (as defined in § 3(2)(c)) for the relevant Reset Period plus 1.836 per cent. *per annum*, as determined by the Calculation Agent.

The "**First Modified Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 2.086 per cent. *per annum*, as determined by the Calculation Agent.

The "**Second Modified Reset Interest Rate**" will be the Reference Rate for the relevant Reset Period plus 2.836 per cent. *per annum*, as determined by the Calculation Agent.

- (b) If a Change of Control Event occurs and the Issuer does not redeem the Notes in whole in accordance with § 6(3), the applicable Rate of Interest will be increased by 5 percentage points *per annum* from and including the Change of Control Effective Date, provided, however, that if more than one Change of Control Event occurs whilst

*annum*. Für den Fall, dass solange die Schuldverschreibungen ausstehen, mehr als ein Kontrollwechselereignis eintritt, erhöht sich der ansonsten geltende Zinssatz nur einmal.

(c) Der "**Referenzsatz**" für einen Zinsanpassungszeitraum wird von der Berechnungsstelle an dem betreffenden Zinsfestlegungstag (wie nachstehend definiert) vor dem Zinsanpassungstag, an dem der betreffende Zinsanpassungszeitraum beginnt, wie folgt festgelegt:

(i) Für jeden Zinsanpassungszeitraum, der vor dem Eintritt des jeweiligen Stichtags (wie in § 3(2)(e)(vii) definiert) beginnt, gilt Folgendes:

(A) Der Referenzsatz entspricht dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestlegungstag.

(B) Sofern der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestlegungstag nicht auf der Bildschirmseite angezeigt wird, entspricht der Referenzsatz dem Referenzbankensatz an diesem betreffenden Zinsfestlegungstag.

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

(ii) Für den Zinsanpassungszeitraum, der unmittelbar nach dem jeweiligen Stichtag beginnt, und alle folgenden Zinsanpassungszeiträume wird der Referenzsatz gemäß § 3(2)(e) bestimmt.

(iii) Wenn die Feststellung des Referenzsatzes dazu führen würde, dass ein Ratingagenturereignis (wie in

the Notes are outstanding, the otherwise applicable Rate of Interest will only be increased once.

(c) The "**Reference Rate**" for a Reset Period will be determined by the Calculation Agent on the relevant Interest Determination Date (as defined below) prior to the Reset Date on which the relevant Reset Period commences as follows:

(i) For each Reset Period beginning prior to the occurrence of the relevant Effective Date (as defined in § 3(2)(e)(vii), the following applies:

(A) The Reference Rate will be equal to the Original Benchmark Rate on the relevant Interest Determination Date.

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

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

(ii) For the Reset Period commencing immediately after the relevant Effective Date and all following Reset Periods, the Reference Rate will be determined in accordance with § 3(2)(e).

(iii) If the determination of the Reference Rate would cause a Rating Agency Event (as defined in § 6(2)(b)), the

§ 6(2)(b) definiert) eintritt, entspricht der Referenzsatz für den nächsten und jeden nachfolgenden Zinsanpassungszeitraum dem an dem letzten zurückliegenden Zinsfestlegungstag festgestellten Referenzsatz, wobei falls dieser § 3(2)(c)(iii) bereits an dem Zinsfestlegungstag vor Beginn des ersten Zinsanpassungszeitraums angewendet werden muss, der Referenzsatz für den ersten und jeden nachfolgenden Zinsanpassungszeitraum *-0,336 % per annum* entspricht.

- (d) Ursprünglicher Benchmarksatz, Referenzbankensatz:

"**Ursprünglicher Benchmarksatz**" bezeichnet den um 11:00 Uhr (Frankfurter Zeit) gefixten, als Prozentsatz ausgedrückten Mid-Swapsatz *per annum* für in Euro denominated Swap-Transaktionen mit einer Laufzeit von 5 Jahren, der auf der Bildschirmseite am betreffenden Zinsfestlegungstag gegen 11:00 Uhr (Frankfurter Zeit) angezeigt wird.

Der "**Referenzbankensatz**" ist der Prozentsatz, der auf Basis der 5-Jahres-Mid-Swapsatz-Quotierungen, die der Berechnungsstelle auf Bitten der Emittentin ungefähr um 11:00 Uhr (Frankfurter Zeit) von bis zu fünf führenden von der Emittentin ausgewählten Swap-Händlern im Interbankenhandel (die "**Reset-Referenzbanken**") gestellt werden, am Zinsfestlegungstag von der Berechnungsstelle festgelegt wird. Wenn mindestens drei 5-Jahres-Mid-Swapsatz-Quotierungen genannt werden, ist der Referenzbankensatz das arithmetische Mittel der 5-Jahres-Mid-Swapsatz-Quotierungen unter Ausschluss der höchsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der höchsten Quotierungen) und der niedrigsten Quotierung (bzw., für den Fall von gleich hohen Quotierungen, einer der niedrigsten Quotierungen). Falls nur zwei 5-Jahres-Mid-Swapsatz-Quotierungen zur Verfügung gestellt werden, ist der Referenzbankensatz das arithmetische Mittel der zur Verfügung gestellten Quotierungen. Falls nur eine 5-

Reference Rate applicable to the next and each subsequent Reset Period shall be the Reference Rate determined on the last preceding Interest Determination Date, provided that if this § 3(2)(c)(iii) is to be applied on the first Interest Determination Date prior to the commencement of the first Reset Period, the Reference Rate applicable to the first and each subsequent Reset Period shall be *-0.336 per cent. per annum*.

- (d) Original Benchmark Rate, Reference Bank Rate:

"**Original Benchmark Rate**" means the annual mid swap rate which is fixed at 11:00 a.m. (Frankfurt time) and is expressed as a percentage *per annum* for Euro denominated swap transactions with a maturity of 5 years which appears on the Screen Page on the relevant Interest Determination Date at or around 11:00 a.m. (Frankfurt time).

"**Reference Bank Rate**" means the percentage rate determined by the Calculation Agent on the Interest Determination Date on the basis of the 5-year Mid Swap Rate Quotations provided by up to five leading swap dealers in the interbank market selected by the Issuer (the "**Reset Reference Banks**") to the Calculation Agent at the request of the Issuer at approximately 11:00 a.m. (Frankfurt time). If at least three 5-year Mid Swap Rate Quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two 5-year Mid Swap Rate Quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations provided. If only one 5-year Mid Swap Rate Quotation is provided, the Reference Bank Rate will be the quotation provided. For this purpose, "**5-year Mid Swap Rate Quotation**" means the arithmetic mean of the bid and offered rates for the annual fixed



Jahres-Mid-Swapsatz-Quotierung zur Verfügung gestellt wird, entspricht der Referenzbankensatz der zur Verfügung gestellten Quotierung. Dabei bezeichnet "**5-Jahres-Mid-Swapsatz-Quotierung**" das arithmetische Mittel der nachgefragten (*bid*) und angebotenen (*offered*) Sätze für den jährlichen Festzinszahlungsstrom (berechnet auf einer 30/360 Tage-Berechnungsbasis) einer fixed-for-floating Euro-Zinsswap-Transaktion, (x) die eine 5-jährige Laufzeit hat und am betreffenden Zinsanpassungstag beginnt, (y) die auf einen Betrag lautet, der dem einer repräsentativen einzelnen Transaktion in dem relevanten Markt zur relevanten Zeit eines anerkannten Händlers mit guter Bonität im Swap-Markt entspricht, und (z) deren variabler Zahlungsstrom auf dem 6-Monats-EURIBOR beruht (berechnet auf einer Actual/360 Tage-Berechnungsbasis).

Dabei gilt Folgendes:

"**Bildschirmseite**" bezeichnet die Reuters Bildschirmseite "ICESWAP2 / EURFIXA" unter der Überschrift "EURIBOR BASIS" und dem Untertitel "11:00 AM Frankfurt time" (wie diese Überschriften und Untertitel jeweils erscheinen). Hat die Bildschirmseite dauerhaft aufgehört, den Ursprünglichen Benchmarksatz anzugeben, und ist diese Quotierung jedoch auf einer anderen, von der Emittentin nach billigem Ermessen ausgewählten Bildschirmseite verfügbar (die "**Ersatzbildschirmseite**"), wird die Ersatzbildschirmseite zum Zweck der Festlegung des Ursprünglichen Benchmarksatzes eingesetzt.

"**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) betriebsbereit ist.

"**Zinsanpassungstag**" bezeichnet den Ersten Zinsanpassungstag und danach jeden fünften Jahrestag des vorausgegangenen Zinsanpassungstags.

"**Zinsanpassungszeitraum**" bezeichnet jeden Zeitraum ab dem Ersten Zinsanpassungstag (einschließlich) bis zum

rate leg (calculated on a 30/360 day count basis) of a fixed-for-floating Euro interest rate swap transaction which transaction (x) has a term of 5 years and commencing on the relevant Reset Date, (y) is in an amount that is representative of a single transaction in the relevant market at the relevant time of an acknowledged dealer of good credit in the swap market, and (z) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis).

Where:

"**Screen Page**" means Reuters Screen Page "ICESWAP2 / EURFIXA" under the heading "EURIBOR BASIS" and the caption "11:00 AM Frankfurt time" (as such headings and captions may appear from time to time). If the Screen Page permanently ceases to quote the Original Benchmark Rate but such quotation is available from another page selected by the Issuer in its reasonable discretion (the "**Replacement Screen Page**"), the Replacement Screen Page is used for the purpose of the determination of the Original Benchmark Rate.

"**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET2) is operational.

"**Reset Date**" means the First Reset Date and thereafter each fifth anniversary of the preceding Reset Date.

"**Reset Period**" means each period from and including the First Reset Date to but excluding the next following Reset Date and

nächstfolgenden Zinsanpassungstag (ausschließlich) und nachfolgend ab jedem Zinsanpassungstag (einschließlich) bis zu dem jeweils nächstfolgenden Zinsanpassungstag (ausschließlich).

**"Zinsfestlegungstag"** bezeichnet den zweiten TARGET-Geschäftstag vor dem betreffenden Zinsanpassungstag.

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

(e) *Benchmark-Ereignis.* Wenn ein Benchmark-Ereignis (wie in § 3(2)(e)(vi) definiert) in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 3 Folgendes:

(i) *Unabhängiger Berater.* Die Emittentin wird sich bemühen, sobald dies nach billigem Ermessen der Emittentin nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestlegungstag erforderlich ist, einen Unabhängigen Berater (wie in § 3(2)(e)(vi) definiert) zu benennen, der einen Neuen Benchmarksatz (wie in § 3(2)(e)(vi) definiert), die Anpassungsspanne (wie in § 3(2)(e)(vi) definiert) und etwaige Benchmark-Änderungen (wie in § 3(2)(e)(iv) definiert) festlegt.

(ii) *Ausweichsatz (Fallback).* Wenn vor dem 10. Geschäftstag (wie in § 5(4) definiert) vor dem betreffenden Zinsfestlegungstag

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

(2) der ernannte Unabhängige Berater keinen Neuen Benchmarksatz, keine Anpassungsspanne und/oder

thereafter from and including each Reset Date to but excluding the next following Reset Date.

**"Interest Determination Date"** means the second TARGET Business Day prior to the relevant Reset Date.

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

(e) *Benchmark Event.* If a Benchmark Event (as defined in § 3(2)(e)(vi)) occurs in relation to the Original Benchmark Rate, the relevant Reference Rate and the interest on the Notes in accordance with § 3 will be determined as follows:

(i) *Independent Adviser.* The Issuer shall, as soon as this is in the reasonable discretion of the Issuer required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, use its best efforts to appoint an Independent Adviser (as defined in § 3(2)(e)(vi)), who will determine a New Benchmark Rate (as defined in § 3(2)(e)(vi)), the Adjustment Spread (as defined in § 3(2)(e)(vi)) and any Benchmark Amendments (as defined in § 3(2)(e)(iv)).

(ii) *Fallback rate.* If, prior to the 10<sup>th</sup> Business Day (as defined in § 5(4)) prior to the relevant Interest Determination Date,

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

(2) the appointed Independent Adviser has not determined a New Benchmark Rate, an Adjustment Spread and/or any Benchmark

keine Benchmark-Änderungen (sofern erforderlich) gemäß diesem § 3(2)(e) festgelegt hat,

dann entspricht der Referenzsatz für den nächsten Zinsanpassungszeitraum dem an dem letzten, unmittelbar vor Eintritt des relevanten Stichtags liegenden Zinsfestlegungstag festgestellten Referenzsatz.

Sofern dieser § 3(2)(e)(ii) bereits an dem Zinsfestlegungstag für den Ersten Zinsanpassungstag angewendet werden muss, entspricht der Referenzsatz für den ersten Zinsanpassungszeitraum -0,336 % *per annum*.

Sofern der gemäß diesem § 3(2)(e)(ii) bestimmte Ausweichsatz (*Fallback*) zur Anwendung kommt, wird § 3(2)(e) erneut angewendet, um den Referenzsatz für den nächsten nachfolgenden Zinsanpassungszeitraum (und, sofern notwendig, weitere nachfolgende Zinsanpassungszeiträume) zu bestimmen.

(iii) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz*. Falls der Unabhängige Berater nach billigem Ermessen feststellt,

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

(2) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt, dann ist dieser Alternativ-Benchmarksatz der Neue Benchmarksatz.

In beiden Fällen entspricht der Referenzsatz für den unmittelbar nach dem Stichtag beginnenden Zinsanpassungszeitraum und (vorbehaltlich des Eintritts eines weiteren Benchmark-Ereignisses)

Amendments (if required) in accordance with this § 3(2)(e),

then the Reference Rate applicable to the next Reset Period shall be the Reference Rate determined on the last Interest Determination Date immediately preceding the occurrence of the relevant Effective Date.

If this § 3(2)(e)(ii) is to be applied on the Interest Determination Date for the First Reset Date, the Reference Rate applicable to the first Reset Period shall be -0.336 per cent. *per annum*.

If the fallback rate determined in accordance with this § 3(2)(e)(ii) is to be applied, § 3(2)(e) will be operated again to determine the Reference Rate applicable to the next subsequent (and, if required, further subsequent) Reset Period(s).

(iii) *Successor Benchmark Rate or Alternative Benchmark Rate*. If the Independent Adviser determines in its reasonable discretion that:

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

(2) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then that Alternative Benchmark Rate shall subsequently be the New Benchmark Rate.

In either case, the Reference Rate for the Reset Period commencing immediately after the Effective Date and (subject to the occurrence of a further Benchmark Event) all following Reset Periods will then be (x) the

alle folgenden Zinsanpassungszeiträume dann (x) dem Neuen Benchmarksatz an dem betreffenden Zinsfestlegungstag zuzüglich (y) der Anpassungsspanne.

- (iv) *Benchmark-Änderungen.* Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsspanne gemäß diesem § 3(2)(e) festgelegt werden, und wenn der Unabhängige Berater feststellt, dass, resultierend aus den vorgenannten Festlegungen, Änderungen der Bedingungen für die Feststellungen des anwendbaren Zinssatzes notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen, die "**Benchmark-Änderungen**"), dann wird der Unabhängige Berater die Benchmark-Änderungen feststellen.

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

- (1) den Referenzsatz einschließlich der "Bildschirmseite" und/oder (in Ersetzung von Buchstabe (B) der Definition des Begriffs "Referenzsatz" in § 3(2)(c)(i)) die Methode zur Bestimmung des Ausweichsatzes (sog. *Fallback*) für den Referenzsatz einschließlich des Referenzbankensatzes; und/oder
- (2) die Definitionen der Begriffe "Geschäftstag", "Zinszahlungstag", "Zinsperiode", "Zinstagequotient" und/oder "Zinsfestlegungstag" (einschließlich der Festlegung ob der Referenzsatz vorwärts- oder rückwärtsgerichtet bestimmt wird); und/oder

New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

- (iv) *Benchmark Amendments.* If any relevant New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 3(2)(e), and if the Independent Adviser determines that, resulting from the aforementioned determinations, amendments to the conditions for the determinations of the applicable Rate of Interest are necessary to ensure the proper operation of the New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"), then the Independent Adviser will determine the Benchmark Amendments.

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

- (1) the Reference Rate including the "Screen Page" and/or (in replacement of clause (B) of the definition of the term "Reference Rate" in § 3(2)(c)(i)) the method for determining the fallback rate in relation to the Reference Rate, including the Reference Bank Rate; and/or
- (2) the definitions of the terms "Business Day", "Interest Payment Date", "Interest Period", "Day Count Fraction" and/or "Interest Determination Date" (including the determination whether the Reference Rate will be determined on a forward looking or a backward looking basis); and/or

(3) die Geschäftstagekonvention gemäß § 5(4).

- (v) *Mitteilungen, etc.* Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen gemäß diesem § 3(2)(e) bzw. den Ausweichsatz gemäß § 3(2)(e)(ii) der Hauptzahlstelle, etwaigen weiteren Zahlstellen, der Berechnungsstelle sowie gemäß § 13 den Anleihegläubigern mitteilen, und zwar sobald eine solche Mitteilung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestlegungstag. Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

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

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

- (1)
- (A) bestätigt, dass ein Benchmark-Ereignis eingetreten ist;
  - (B) den nach Maßgabe der Bestimmungen dieses § 3(2)(e) festgestellten

(3) the business day convention in § 5(4).

- (v) *Notices, etc.* The Issuer will notify a New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3(2)(e) or the fallback rate in accordance with § 3(2)(e)(ii), as the case may be, to the Principal Paying Agent, any additional paying agents, the Calculation Agent and, in accordance with § 13, the Noteholders as soon as such notification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10<sup>th</sup> Business Day prior to the relevant Interest Determination Date. Any such notice shall be irrevocable and shall specify the Effective Date.

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

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

- (1)
- (A) confirming that a Benchmark Event has occurred;
  - (B) specifying the relevant New Benchmark Rate determined

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|---|--|
| <p>Neuen Benchmarksatz benennt;</p> <p>(C) die entsprechende Anpassungsspanne und etwaige Benchmark-Änderungen benennt, die jeweils nach Maßgabe der Bestimmungen dieses § 3(2)(e) festgestellt wurden; und</p> <p>(D) den Stichtag benennt; und</p> <p>(2) bestätigt, dass die etwaigen Benchmark-Änderungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten.</p> <p>(vi) <i>Definitionen.</i> Zur Verwendung in diesem § 3(2)(e):</p> <p>Die "<b>Anpassungsspanne</b>", die positiv, negativ oder gleich Null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (x) die Spanne oder (y) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne, die</p> <p>(1) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von dem Nominierungsgremium empfohlen wird; oder</p> <p>(2) (sofern keine Empfehlung gemäß Ziffer (1) abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise an den internationalen Anleihekapitalmärkten auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz</p> | <p>in accordance with the provisions of this § 3(2)(e);</p> <p>(C) specifying the applicable Adjustment Spread and the Benchmark Amendments (if any), each determined in accordance with the provisions of this § 3(2)(e); and</p> <p>(D) specifying the Effective Date; and</p> <p>(2) confirming that the Benchmark Amendments, if any, are necessary to ensure the proper operation of the New Benchmark Rate and the applicable Adjustment Spread.</p> <p>(vi) <i>Definitions.</i> As used in this § 3(2)(e):</p> <p>The "<b>Adjustment Spread</b>", which may be positive, negative or zero, will be expressed in basis points and means either (x) the spread or (y) the result of the operation of the formula or methodology for calculating the spread, which</p> <p>(1) in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or</p> <p>(2) (if no recommendation pursuant to clause (1) has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the</p> |
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zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder

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

**"Alternativ-Benchmarksatz"**

bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten zur Bestimmung eines Mid-Swap-Satzes mit 5-jähriger Laufzeit in Euro angewendet wird, wobei sämtliche Feststellungen durch den Unabhängigen Berater vorgenommen werden.

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

- (1) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen durch oder im Namen der für den Administrator des Ursprünglichen Benchmarksatzes zuständigen Aufsichtsbehörde vorgenommen wird, (x) aus der hervorgeht, dass dieser Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder

Independent Adviser in its reasonable discretion; or

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

**"Alternative Benchmark Rate"** means an alternative benchmark or an alternative screen rate which is customarily applied in the international debt capital markets for the purpose of determining mid swap rates with a 5-year maturity in Euro, provided that all determinations will be made by the Independent Adviser.

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

- (1) a public statement or publication of information by or on behalf of the regulatory supervisor of the Original Benchmark Rate administrator is made, (x) stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the

- auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt, oder (y) aufgrund derer der Ursprüngliche Benchmarksatz allgemein oder in Bezug auf die Schuldverschreibungen nicht mehr verwendet werden darf; oder
- (2) eine öffentliche Erklärung oder eine Veröffentlichung von Informationen durch oder im Namen des Administrators des Ursprünglichen Benchmarksatzes vorgenommen wird, die besagt, dass der Administrator die Bereitstellung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird, es sei denn, es gibt einen Nachfolgeadministrator, der den Ursprünglichen Benchmarksatz weiterhin bereitstellt; oder
- (3) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz ihrer Ansicht nach nicht mehr repräsentativ für den zugrunde liegenden Markt, den er zu messen vorgibt, ist oder sein wird, und keine von der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes geforderten Maßnahmen zur Behebung einer solchen Situation ergriffen worden sind oder zu erwarten sind; oder
- (4) die Verwendung des Ursprünglichen Benchmarksatzes aus irgendeinem Grund nach einem Gesetz oder einer Verordnung, die in Bezug auf die Hauptzahlstelle, etwaige weitere
- Original Benchmark Rate, or (y) as a consequence of which the Original Benchmark Rate will be prohibited from being used either generally or in respect of the Notes; or
- (2) a public statement or publication of information by or on behalf of the Original Benchmark Rate administrator is made, stating that said administrator has ceased or will cease to provide the Original Benchmark Rate permanently or indefinitely, unless there is a successor administrator that will continue to provide the Original Benchmark Rate; or
- (3) a public statement by the regulatory supervisor of the Original Benchmark Rate administrator is made that, in its view, the Original Benchmark Rate is no longer representative, or will no longer be representative, of the underlying market it purports to measure and no action to remediate such a situation is taken or expected to be taken as required by the supervisor of the Original Benchmark Rate administrator; or
- (4) it has become, for any reason, unlawful under any law or regulation applicable to the Principal Paying Agent, any additional paying agent, the Calculation Agent, the Issuer or



Zahlstellen, die Berechnungsstelle, die Emittentin oder jeden Dritten anwendbar sind, rechtswidrig geworden ist; oder

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

**"Nachfolge-Benchmarksatz"**

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

**"Neuer Benchmarksatz"** bezeichnet den jeweils gemäß diesem § 3(2)(e) bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

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

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

any other party to use the Original Benchmark Rate; or

- (5) the Original Benchmark Rate is permanently no longer published without a previous official announcement by the competent authority or the administrator; or
- (6) a material change is made to the Original Benchmark Rate methodology.

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

**"New Benchmark Rate"** means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 3(2)(e).

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

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

Benchmark oder des Bildschirmsatzes zuständig ist, (III) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (IV) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon.

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

(vii) Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsspanne und der etwaigen Benchmark-Änderungen gemäß diesem § 3(2)(e) (der "**Stichtag**") ist der Zinsfestlegungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:

(A) den Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird, an dem der Ursprüngliche Benchmarksatz eingestellt wird bzw. ab dem der Ursprüngliche Benchmarksatz nicht mehr repräsentativ ist oder sein wird, wenn das Benchmark-Ereignis aufgrund der Ziffern (1), (2) bzw. (3) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(B) den Tag, ab dem die Verwendung des Ursprünglichen Benchmarksatzes rechtswidrig wird, wenn das Benchmark-Ereignis aufgrund der Ziffer (4) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(C) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Ziffern (5) oder (6) der Definition des Begriffs

the benchmark or screen rate (as applicable), (III) a group of the aforementioned central banks or other supervisory authorities or (IV) the Financial Stability Board or any part thereof.

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

(vii) The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 3(2)(e) (the "**Effective Date**") will be the Interest Determination Date falling on or after the earliest of the following dates:

(A) if the Benchmark Event has occurred as a result of clauses (1), (2) or (3) of the definition of the term "Benchmark Event", the date of cessation of publication of the Original Benchmark Rate, the date of the discontinuation of the Original Benchmark Rate or the date as from which the Original Benchmark Rate is no longer, or will no longer be, representative, as the case may be; or

(B) if the Benchmark Event has occurred as a result of clause (4) of the definition of the term "Benchmark Event", the date from which it becomes unlawful to use the Original Benchmark Rate; or

(C) if the Benchmark Event has occurred as a result of clauses (5) or (6) of the definition of the term "Benchmark Event", the date of

"Benchmark-Ereignis" eingetreten ist.

the occurrence of the Benchmark Event.

- (viii) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 3(2)(e) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 3 auf den Begriff "Ursprünglicher Benchmarksatz" als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.
- (ix) In diesem § 3(2)(e) schließt jede Bezugnahme auf den Begriff "Ursprünglicher Benchmarksatz" gegebenenfalls auch eine Bezugnahme auf eine etwaige Teilkomponente des Ursprünglichen Benchmarksatzes ein, wenn in Bezug auf diese Teilkomponente ein Benchmark-Ereignis eingetreten ist.
- (f) Die Berechnungsstelle wird den Zinssatz für die Schuldverschreibungen an jedem Zinsfestlegungstag bestimmen und veranlassen, dass dieser der Emittentin, der Hauptzahlstelle und jeder Börse, an der die Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Anleihegläubigern gemäß § 13 unverzüglich, aber keinesfalls später als am achten auf dessen Bestimmung folgenden Geschäftstag mitgeteilt wird.
- (3) *Zinslaufende.* Die Verzinsung der Schuldverschreibungen endet mit Beginn des Tages, an dem ihr Kapitalbetrag zur Rückzahlung fällig wird. Sollte die Emittentin eine Zahlung von Kapital auf diese Schuldverschreibungen bei Fälligkeit nicht leisten, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen (§ 288 BGB).
- (viii) If a Benchmark Event occurs in relation to any New Benchmark Rate, this § 3(2)(e) shall apply *mutatis mutandis* to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, all references in this § 3 to the term "Original Benchmark Rate" shall be deemed to be a reference to the New Benchmark Rate last applied.
- (ix) Any reference in this § 3(2)(e) to the term "Original Benchmark Rate" shall be deemed to include a reference to any component part thereof, as applicable, if a Benchmark Event has occurred in respect of that component part.
- (f) The Calculation Agent will, on each Interest Determination Date, determine the Rate of Interest and cause the same to be notified to the Issuer, the Principal Paying Agent and, if required by the rules of any stock exchange on which the Notes are then listed, to such stock exchange, and to the Noteholders in accordance with § 13 without undue delay, but, in any case, not later than on the eighth Business Day after its determination.
- (3) *Cessation of interest accrual.* The Notes will cease to bear interest from the beginning of the day their principal amount is due for repayment. If the Issuer fails to make any payment of principal under the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law (§ 288 of the German Civil Code (BGB)).

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

**"Zinstagequotient"** bezeichnet bei der Berechnung des Zinsbetrages für eine Schuldverschreibung für einen beliebigen Zeitraum (ab dem ersten Tag dieses Zeitraums (einschließlich) bis zu dem Tag, an dem dieser fällig wird (ausschließlich)) (der **"Zinsberechnungszeitraum"**):

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

Dabei gilt Folgendes:

**"Feststellungsperiode"** bezeichnet jede Periode ab einem Feststellungstermin (einschließlich), der in ein beliebiges Jahr fällt, bis zum nächsten Feststellungstermin (ausschließlich).

**"Feststellungstermin"** bezeichnet jeden 2. Dezember.

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

**"Day Count Fraction"** means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the day on which it falls due) (the **"Interest Calculation Period"**):

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

Where:

**"Determination Period"** means each period from and including a Determination Date in any year to but excluding the next Determination Date.

**"Determination Date"** means each 2 December.

**§ 4**  
**FÄLLIGKEIT VON ZINSZAHLUNGEN;**  
**AUFSCHUB VON ZINSZAHLUNGEN;**  
**ZAHLUNG AUFGESCHOBENER**  
**ZINSZAHLUNGEN**

(1) *Fälligkeit von Zinszahlungen; wahlweiser Zinsaufschub.*

- (a) Zinsen werden für jede Zinsperiode an dem unmittelbar auf diese Zinsperiode folgenden Zinszahlungstag fällig, sofern sich die Emittentin nicht durch eine Bekanntmachung an die Anleihegläubiger gemäß § 13 innerhalb einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen vor dem betreffenden Zinszahlungstag dazu entscheidet, die betreffende Zinszahlung (insgesamt und nicht nur teilweise) auszusetzen.

Wenn sich die Emittentin an einem Zinszahlungstag zur Nichtzahlung aufgelaufener Zinsen entscheidet, dann ist sie nicht verpflichtet, an dem betreffenden Zinszahlungstag Zinsen zu zahlen. Eine Entscheidung zur Nichtzahlung begründet keinen Verzug der Emittentin und keine anderweitige Verletzung ihrer Verpflichtungen aufgrund dieser Schuldverschreibungen oder für sonstige Zwecke.

Nach Maßgabe dieses § 4(1)(a) nicht fällig gewordene Zinsen sind aufgeschobene Zinszahlungen ("**Aufgeschobene Zinszahlungen**").

- (b) Aufgeschobene Zinszahlungen werden nicht verzinst.

(2) *Freiwillige Zahlung von Aufgeschobenen Zinszahlungen.* Die Emittentin ist berechtigt, ausstehende Aufgeschobene Zinszahlungen jederzeit insgesamt und nicht nur teilweise nach Bekanntmachung an die Anleihegläubiger gemäß § 13 unter Einhaltung einer Frist von nicht weniger als 10 und nicht mehr als 15 Geschäftstagen nachzuzahlen, wobei eine solche Bekanntmachung den für diese Zahlung festgelegten Termin (der "**Freiwillige Nachzahlungstermin**") enthalten muss.

**§ 4**  
**DUE DATE FOR INTEREST PAYMENTS;**  
**DEFERRAL OF INTEREST PAYMENTS;**  
**PAYMENT OF DEFERRED INTEREST**  
**PAYMENTS**

(1) *Due date for interest payments; optional interest deferral.*

- (a) Interest for each Interest Period will be due and payable (*fällig*) on the Interest Payment Date immediately following such Interest Period, unless the Issuer elects, by giving not less than 10 and not more than 15 Business Days' notice to the Noteholders prior to the relevant Interest Payment Date in accordance with § 13, to defer the relevant payment of interest (in whole but not in part).

If the Issuer elects not to pay accrued interest on an Interest Payment Date, then it will not have any obligation to pay interest on such Interest Payment Date. Any election not to pay interest will not constitute a default of the Issuer or any other breach of its obligations under the Notes or for any other purpose.

Interest not due and payable in accordance with this § 4(1)(a) will constitute deferred interest payments ("**Deferred Interest Payments**").

- (b) Deferred Interest Payments will not bear interest.

(2) *Optional Settlement of Deferred Interest Payments.* The Issuer will be entitled to pay outstanding Deferred Interest Payments (in whole but not in part) at any time on giving not less than 10 and not more than 15 Business Days' notice to the Noteholders in accordance with § 13 which notice will specify the date fixed for such payment (the "**Optional Settlement Date**").

(3) *Pflicht zur Zahlung von Aufgeschobenen Zinszahlungen.* Die Emittentin ist verpflichtet, ausstehende Aufgeschobene Zinszahlungen insgesamt und nicht nur teilweise am nächsten Pflichtnachzahlungstag (wie nachstehend definiert) zu zahlen.

**"Pflichtnachzahlungstag"** bezeichnet den frühesten der folgenden Tage:

- (i) den Tag, der fünf Geschäftstage nach dem Tag liegt, an dem ein Obligatorisches Nachzahlungsereignis eingetreten ist;
- (ii) den Tag, an dem die Emittentin aufgelaufene Zinsen, die keine Aufgeschobenen Zinszahlungen sind, auf die Schuldverschreibungen zahlt;
- (iii) den Tag, an dem die Emittentin oder eine Tochtergesellschaft eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf ein Gleichrangiges Instrument zahlt;
- (iv) den Tag, an dem die Emittentin oder eine Tochtergesellschaft ein Gleichrangiges Instrument zurückzahlt, zurückkauft oder anderweitig erwirbt (jeweils direkt oder indirekt);
- (v) den Tag an dem die Emittentin Schuldverschreibungen gemäß diesen Anleihebedingungen zurückzahlt oder an dem die Emittentin oder eine Tochtergesellschaft (jeweils direkt oder indirekt) Schuldverschreibungen zurückkauft oder anderweitig erwirbt; und
- (vi) den Tag, an dem eine Entscheidung hinsichtlich der Auseinandersetzung, Liquidation oder Auflösung der Emittentin ergeht (sofern dies nicht für die Zwecke oder als Folge eines Zusammenschlusses, einer Umstrukturierung oder Sanierung geschieht, bei dem bzw. bei der die Emittentin noch zahlungsfähig ist und bei dem bzw. bei der die fortführende Gesellschaft im Wesentlichen alle Vermögenswerte und Verpflichtungen der Emittentin übernimmt),

mit der Maßgabe, dass

- (x) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende

(3) *Mandatory payment of Deferred Interest Payments.* The Issuer must pay outstanding Deferred Interest Payments (in whole but not in part) on the next Mandatory Settlement Date (as defined below).

**"Mandatory Settlement Date"** means the earliest of:

- (i) the date falling five Business Days after the date on which a Compulsory Settlement Event has occurred;
- (ii) the date on which the Issuer pays scheduled interest on the Notes which does not constitute a Deferred Interest Payment;
- (iii) the date on which the Issuer or any Subsidiary pays any dividend, other distribution or other payment in respect of any Parity Instrument;
- (iv) the date on which the Issuer or any Subsidiary redeems, repurchases or otherwise acquires (in each case directly or indirectly) any Parity Instrument;
- (v) the date on which the Issuer redeems Notes in accordance with these Terms and Conditions, or the date on which the Issuer or any Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) Notes; and
- (vi) the date on which an order is made for the winding up, liquidation or dissolution of the Issuer (other than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent, where the continuing entity assumes substantially all of the assets and obligations of the Issuer),

provided that

- (x) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary is obliged under the

Tochtergesellschaft nach Maßgabe der Bedingungen des betreffenden Gleichrangigen Instruments zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;

- (y) in den vorgenannten Fällen (iv) und (v) kein Pflichtnachzahlungstag vorliegt, wenn die Emittentin oder die betreffende Tochtergesellschaft (jeweils direkt oder indirekt) ein Gleichrangiges Instrument oder Schuldverschreibungen (insgesamt oder teilweise) nach einem öffentlichen Rückkaufangebot oder öffentlichen Umtauschangebot mit einer unter dem Nennwert liegenden Gegenleistung je Gleichrangigem Instrument bzw. je Schuldverschreibung zurückkauft oder anderweitig erwirbt; und
- (z) in den vorgenannten Fällen (iii) und (iv) kein Pflichtnachzahlungstag vorliegt, wenn die betreffenden Zahlungen auf oder in Bezug auf ein Gleichrangiges Instrument Konzerninterne Zahlungen sind.

Dabei gilt Folgendes:

**"Konzerninterne Zahlungen"** sind Zahlungen, die ausschließlich an die Emittentin und/oder an eine oder mehrere ihrer Tochtergesellschaften erfolgen.

Ein **"Obligatorisches Nachzahlungsereignis"** bezeichnet vorbehaltlich des nachstehenden Satzes 2 jedes der folgenden Ereignisse:

- (i) die ordentliche Hauptversammlung der Emittentin beschließt, eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf eine Aktie einer beliebigen Gattung der Emittentin zu leisten (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin); oder
- (ii) die Emittentin oder eine Tochtergesellschaft zahlt eine Dividende, sonstige Ausschüttung oder sonstige Zahlung auf ein Nachrangiges Instrument (mit Ausnahme einer Dividende, Ausschüttung oder Zahlung in Form von Stammaktien der Emittentin); oder
- (iii) die Emittentin zahlt einen Teil ihres Aktienkapitals zurück oder die Emittentin

terms and conditions of such Parity Instrument to make such payment, such redemption, such repurchase or such other acquisition;

- (y) in the cases (iv) and (v) above no Mandatory Settlement Date occurs if the Issuer or the relevant Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any Parity Instrument or any Notes in whole or in part in a public tender offer or public exchange offer at a consideration per Parity Instrument or per Note below its par value; and
- (z) in the cases (iii) and (iv) above no Mandatory Settlement Date occurs if the relevant payments on, or in respect of, any Parity Instruments are Intra-Group Payments.

Where:

**"Intra-Group Payments"** means payments made exclusively to the Issuer and/or one or more of its Subsidiaries.

**"Compulsory Settlement Event"** means any of the following events, subject to the proviso in sentence 2 below:

- (i) the ordinary general meeting of shareholders (*ordentliche Hauptversammlung*) of the Issuer resolves on the payment of any dividend, other distribution or other payment on any share of any class of the Issuer (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer); or
- (ii) the Issuer or any Subsidiary pays any dividend, other distribution or other payment in respect of any Junior Instrument (other than a dividend, distribution or payment which is made in the form of ordinary shares of the Issuer); or
- (iii) the Issuer redeems part of its share capital or the Issuer or any Subsidiary redeems,

oder eine Tochtergesellschaft (jeweils direkt oder indirekt) zahlt oder kauft ein Nachrangiges Instrument zurück oder erwirbt es auf andere Weise.

In den vorgenannten Fällen tritt jedoch kein Obligatorisches Nachzahlungsereignis ein, wenn

- (x) die Emittentin oder die betreffende Tochtergesellschaft nach Maßgabe der Bedingungen des betreffenden Nachrangigen Instruments zu der Zahlung, zu der Rückzahlung, zu dem Rückkauf oder zu dem anderweitigen Erwerb verpflichtet ist;
- (y) die Emittentin oder die betreffende Tochtergesellschaft eine Aktie einer beliebigen Gattung der Emittentin oder ein anderes Nachrangiges Instrument nach Maßgabe (i) eines bestehenden oder zukünftigen Aktienoptions- oder Aktienbeteiligungsprogramms oder ähnlichen Programms für Mitglieder des Vorstands oder des Aufsichtsrats (oder, im Falle verbundener Unternehmen, ähnlicher Gremien) oder Mitarbeiter der Emittentin oder mit ihr verbundener Unternehmen, oder (ii) von Absicherungsgeschäften für Wandelanleihen oder von Absicherungsgeschäften für andere, mit Aktien verbundenen Wertpapiere, (jeweils direkt oder indirekt) zurückkauft oder anderweitig erwirbt; oder
- (z) die betreffenden Zahlungen auf oder in Bezug auf ein Nachrangiges Instrument Konzerninterne Zahlungen sind.

## **§ 5 ZÄHLUNGEN**

- (1) *Zahlungen.* Zahlungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden § 5(2) an das Clearing System oder an dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.
- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in Euro.

repurchases or otherwise acquires (in each case directly or indirectly) any Junior Instrument.

The cases above are subject to the proviso that no Compulsory Settlement Event occurs if

- (x) the Issuer or the relevant Subsidiary is obliged under the terms and conditions of such Junior Instrument to make such payment, such redemption, such repurchase or such other acquisition;
- (y) the Issuer or the relevant Subsidiary repurchases or otherwise acquires (in each case directly or indirectly) any share of any class of the Issuer or any other Junior Instrument pursuant (i) to the obligations of the Issuer under any existing or future stock option or stock ownership programme or similar programme for any members of the executive board or supervisory board (or, in the case of affiliates, comparable boards) or employees of the Issuer or any of its affiliates, or (ii) the hedging of convertible securities or the hedging of other equity-linked securities; or
- (z) the relevant payments on, or in respect of, any Junior Instrument are Intra-Group Payments.

## **§ 5 PAYMENTS**

- (1) *Payment.* Payment of principal and interest in respect of Notes shall be made, subject to § 5(2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in Euro.



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

(4) *Geschäftstagenkonvention und Geschäftstage.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf die Schuldverschreibungen auf einen Tag, der kein Geschäftstag ist, dann hat der Anleihegläubiger keinen Anspruch auf Zahlung vor dem nächsten Tag, der ein Geschäftstag ist. Der Anleihegläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

"**Geschäftstag**" bezeichnet einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") offen sind, um Zahlungen abzuwickeln.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag; den Make-Whole-Rückzahlungsbetrag; sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 8 zahlbaren zusätzlichen Beträge einschließen.

## § 6 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen am 2. September 2081 (der "**Endfälligkeitstermin**") zu einem Betrag je Schuldverschreibung zurückgezahlt, der ihrem Rückzahlungsbetrag (wie in § 6(6) definiert) entspricht.

(2) *Rückzahlung nach Eintritt eines Gross-up Ereignisses, eines Steuerereignisses, eines Ratingagenturereignisses oder wegen eines geringen ausstehenden Gesamtnennbetrags.*

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

(4) *Business Day Convention and Business Days.* If the date for payment of any amount in respect of any Note is not a Business Day, then the Noteholder shall not be entitled to payment until the next day that is a Business Day and shall not be entitled to further interest or other payment in respect of such delay.

"**Business Day**" means any day which is a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") are open to effect payments.

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Redemption Amount; the Make-Whole Redemption Amount; and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.

## § 6 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Issuer shall redeem the Notes on 2 September 2081 (the "**Maturity Date**") at an amount per Note as is equal to its Redemption Amount (as defined in § 6(6)).

(2) *Redemption following a Gross-up Event, a Tax Event, a Rating Agency Event or minimal outstanding aggregate principal amount.*

(a) Gross-up Ereignis.

Wenn ein Gross-up-Ereignis (wie nachstehend definiert) eintritt, ist die Emittentin berechtigt, die Schuldverschreibungen jederzeit (insgesamt und nicht nur teilweise) durch Kündigungserklärung gemäß § 6(5) mit Wirkung zu dem in der Kündigungserklärung festgelegten Rückzahlungstag (wie nachstehend definiert) zur Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem Rückzahlungstag zu einem Betrag je Schuldverschreibung zurückzuzahlen, der ihrem Rückzahlungsbetrag entspricht.

Ein "**Gross-up Ereignis**" tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Hauptzahlstelle eine Kopie davon überlässt), aus dem hervorgeht, dass als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird an oder nach dem Tag der Begebung der Schuldverschreibungen wirksam) die Emittentin am nächstfolgenden Zinszahlungstag zur Zahlung von zusätzlichen Beträgen (wie in § 8 dieser Bedingungen definiert) auf die Schuldverschreibungen verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

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

(a) Gross-up Event.

If a Gross-up Event (as defined below) occurs, the Issuer may, on giving notice of redemption in accordance with § 6(5), call the Notes for redemption (in whole but not in part) at any time with effect on the Redemption Date (as defined below) fixed in the notice of redemption. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes on the Redemption Date at an amount per Note as is equal to its Redemption Amount.

A "**Gross-up Event**" will occur if an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer provides the Principal Paying Agent with a copy thereof) stating that, as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change becomes effective on or after the date of issue of the Notes, the Issuer is required to pay Additional Amounts (as defined in § 8 below) on the Notes on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer.

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

Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

**"Rückzahlungstag"** bezeichnet den in der Kündigungserklärung gemäß § 6(2), (4), (5) für die Rückzahlung festgelegten Tag.

- (b) Ratingagenturereignis, Steuerereignis oder geringer ausstehender Gesamtnennbetrag.

Wenn

- (i) ein Ratingagenturereignis eintritt; oder
- (ii) ein Steuerereignis eintritt; oder
- (iii) die Emittentin oder eine Tochtergesellschaft Schuldverschreibungen im Volumen von 75 % oder mehr des ursprünglich begebenen Gesamtnennbetrages der Schuldverschreibungen erworben oder zurückgezahlt hat,

dann ist die Emittentin berechtigt, die Schuldverschreibungen jederzeit (insgesamt und nicht nur teilweise) durch Kündigungserklärung gemäß § 6(5) mit Wirkung zu dem in der Kündigungserklärung festgelegten Rückzahlungstag zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Rückzahlungstag zu einem Betrag je Schuldverschreibung zurückzuzahlen, der,

- (x) im Falle der Kündigung aufgrund des Eintritts eines Ratingagenturereignisses oder eines Steuerereignisses,
  - (A) 101 % der Festgelegten Stückelung, falls der Rückzahlungstag vor dem Ersten Optionalen Rückzahlungstermin (wie in § 6(4)(a)(i) definiert) liegt, bzw.
  - (B) 100 % der Festgelegten Stückelung, falls der Rückzahlungstag an oder nach dem Ersten Optionalen Rückzahlungstermin liegt; bzw.

**"Redemption Date"** means the date fixed for redemption in the notice of redemption in accordance with § 6(2), (4), (5).

- (b) Rating Agency Event, Tax Event or minimal outstanding aggregate principal amount.

If

- (i) a Rating Agency Event occurs; or
- (ii) a Tax Event occurs; or
- (iii) the Issuer or any Subsidiary has purchased or redeemed Notes equal to or in excess of 75 per cent. of the aggregate principal amount of the Notes initially issued,

the Issuer may, on giving notice of redemption in accordance with § 6(5), call the Notes for early redemption (in whole but not in part) at any time with effect on the Redemption Date fixed in the notice of redemption. If the Issuer exercises its call right in accordance with the first sentence, the Issuer shall redeem the Notes on the Redemption Date at an amount per Note as is equal to,

- (x) in case of a redemption following the occurrence of a Rating Agency Event or a Tax Event,
  - (A) 101 per cent. of the Specified Denomination if the Redemption Date falls prior to the First Optional Redemption Date (as defined in § 6(4)(a)(i)); and
  - (B) 100 per cent. of the Specified Denomination if the Redemption Date falls on or after the First Optional Redemption Date;

- (y) im Falle der Kündigung aufgrund geringen ausstehenden Gesamtnennbetrags gemäß § 6(2)(b)(iii), 100 % der Festgelegten Stückelung

entspricht, jeweils zuzüglich der bis zum Rückzahlungstag (ausschließlich) in Bezug auf die Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen in Bezug auf die Schuldverschreibung.

Ein "**Ratingagenturereignis**" tritt ein, wenn entweder:

- (x) eine Ratingagentur eine Änderung der Methodologie (wie nachstehend definiert) veröffentlicht, wodurch ein Verlust der Eigenkapitalanrechnung (wie nachstehend definiert) der Schuldverschreibungen eintritt; oder
- (y) eine Ratingagentur eine Änderung der Methodologie veröffentlicht, die zu einem Verlust der Eigenkapitalanrechnung der Schuldverschreibungen geführt hätte, wenn sich die den Schuldverschreibungen zugeordnete "Eigenkapitalanrechnung" nicht bereits zuvor geändert hätte, weil die Schuldverschreibungen bereits insgesamt oder teilweise refinanziert worden sind; oder
- (z) die Emittentin eine schriftliche Bestätigung von einer Ratingagentur von denen die Emittentin ein Solicited Rating erhält, erhalten und diese an die Hauptzahlstelle in Kopie weitergegeben hat, welche besagt, dass aufgrund einer Änderung der Methodologie ein Verlust der Eigenkapitalanrechnung der Schuldverschreibungen eingetreten ist.

Die Emittentin informiert die Anleihegläubiger über das Ratingagenturereignis in der Mitteilung der Rückzahlung (wie oben beschrieben).

- (y) in case of a redemption for minimal outstanding aggregate principal amount in accordance with § 6(2)(b)(iii), 100 per cent. of the Specified Denomination,

plus, in each case, any interest accrued on such Note to but excluding the Redemption Date but yet unpaid and, for the avoidance of doubt, any Deferred Interest Payments due on such Note pursuant to § 4(3).

A "**Rating Agency Event**" will occur if either:

- (x) any Rating Agency publishes any Methodology Change (as defined below), as a result of which a Loss in Equity Credit (as defined below) for the Notes occurs; or
- (y) any Rating Agency publishes any Methodology Change which would have resulted in a Loss in Equity Credit for the Notes had the "equity credit" attributed to the Notes not changed previously because the Notes had been partially or fully refinanced; or
- (z) the Issuer has received, and has provided the Principal Paying Agent with a copy of, a written confirmation from any Rating Agency from which the Issuer is assigned a Solicited Rating that due to a Methodology Change a Loss in Equity Credit for the Notes has occurred.

The Issuer will inform the Noteholders of such Rating Agency Event in the notice of redemption referred to above.

Dabei gilt Folgendes:

**"Änderung der Methodologie"** bezeichnet jede Ergänzung, Klarstellung oder Änderung in der Methodologie für Nachrangkapital oder der Interpretation dieser Methodologie.

**"Ratingagentur"** bezeichnet jeweils Moody's und S&P oder eine andere durch die Emittentin bezeichnete Ratingagentur mit internationaler Anerkennung, von der die Emittentin ein Solicited Rating erhält, wobei **"Moody's"** Moody's Deutschland GmbH bezeichnet und **"S&P"** S&P Global Ratings Europe Ltd. bezeichnet, sowie deren jeweilige Tochter- oder Nachfolgegesellschaften.

**"Solicited Rating"** bezeichnet ein Rating, das von einer Ratingagentur erteilt wird, mit der die Emittentin in einem Vertragsverhältnis steht, im Rahmen dessen die Ratingagentur ein Rating für die Schuldverschreibungen erteilt und eine Eigenkapitalanrechnung der Schuldverschreibungen festlegt.

Ein **"Verlust der Eigenkapitalanrechnung"** tritt ein,

- (x) wenn die Schuldverschreibungen nicht länger ganz oder teilweise in derselben oder einer höheren Kategorie der "Eigenkapitalanrechnung" (oder einer vergleichbaren Beschreibung, die von einer Ratingagentur von Zeit zur Zeit genutzt wird, um zu beschreiben in wie weit die Bedingungen eines Instruments die vorrangigen Verbindlichkeiten der Emittentin unterstützen) zugeordnet sind wie an dem Tag, an dem diese Ratingagentur die Schuldverschreibungen erstmals dieser Kategorie der "Eigenkapitalanrechnung" zugeordnet hat; oder

Where:

**"Methodology Change"** means any amendment to, clarification of, or a change in subordinated capital methodology or the interpretation thereof.

**"Rating Agency"** means each of Moody's and S&P or any other rating agency of international standing designated by the Issuer from which the Issuer receives a Solicited Rating, where **"Moody's"** means Moody's Deutschland GmbH and **"S&P"** means S&P Global Ratings Europe Ltd., or in each case their respective subsidiaries or successors.

**"Solicited Rating"** means a rating assigned by a rating agency with whom the Issuer has a contractual relationship under which the Notes are assigned a rating and an equity credit.

A **"Loss in Equity Credit"** occurs

- (x) if the Notes are no longer eligible (in whole or in part) for the same or a higher category of "equity credit" (or such similar nomenclature as may be used by a Rating Agency from time to time to describe the degree to which the terms of an instrument are supportive of the Issuer's senior obligations) attributed to the Notes on the date on which such Rating Agency attributed to the Notes such category of "equity credit" for the first time; or

- (y) wenn die Zeitspanne, während der eine Ratingagentur die Schuldverschreibungen einer bestimmten Kategorie der "Eigenkapitalanrechnung" zuordnet, verkürzt wird gegenüber der Zeitspanne, für welche diese Ratingagentur die Schuldverschreibungen dieser Kategorie der "Eigenkapitalanrechnung" an dem Tag zugeordnet hat, an dem diese Ratingagentur die Schuldverschreibungen erstmals dieser Kategorie der "Eigenkapitalanrechnung" zugeordnet hat.

Ein "**Steuerereignis**" tritt ein, wenn der Emittentin ein Gutachten einer anerkannten Anwaltskanzlei vorliegt (und die Emittentin der Hauptzahlstelle eine Kopie davon überlässt), aus dem hervorgeht, dass als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird an oder nach dem Tag der Begebung der Schuldverschreibungen wirksam) die Emittentin Zinsen, die von der Emittentin auf die Schuldverschreibungen zu zahlen sind, von der Emittentin nicht mehr für die Zwecke der deutschen Ertragsteuer ganz oder teilweise abzugsfähig sind und dieses Risiko nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann. Zur Klarstellung, als Änderung oder Ergänzung gilt auch eine erstmals öffentlich bekannt gewordene Anwendung oder offizielle Auslegung.

- (3) *Kontrollwechsel*. Tritt ein Kontrollwechsel ein und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels (zusammen, ein "**Kontrollwechselereignis**"), (i)

- (y) if the period of time during which a Rating Agency attributes to the Notes a particular category of "equity credit" would be shortened as compared to the period of time for which such Rating Agency did attribute to the Notes that category of "equity credit" on the date on which such Rating Agency attributed to the Notes such category of "equity credit" for the first time.

A "**Tax Event**" will occur if an opinion of a recognised law firm has been delivered to the Issuer (and the Issuer provides the Principal Paying Agent with a copy thereof) stating that, as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change becomes effective on or after the date of issue of the Notes, interest payable by the Issuer in respect of the Notes is no longer deductible in whole or in part by the Issuer for German income tax purposes, and this risk cannot be avoided by the use of reasonable measures available to the Issuer. For the avoidance of doubt, an amendment or change shall also be deemed to be an official interpretation or application that has become publicly known for the first time.

- (3) *Change of Control*. If a Change of Control occurs and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs (together, a "**Change of Control Event**"), (i) the Issuer will specify the Change of

hat die Emittentin unverzüglich den Kontrollwechsel-Stichtag zu bestimmen und das Kontrollwechselereignis und den Kontrollwechsel-Stichtag gemäß § 13 anzuzeigen (die "**Kontrollwechselmitteilung**") und (ii) ist die Emittentin berechtigt, die Schuldverschreibungen jederzeit (insgesamt und nicht nur teilweise) durch Bekanntmachung gemäß § 13 unter Einhaltung einer Frist von nicht mehr als 45 Tagen nach Bekanntmachung der Kontrollwechselmitteilung zur Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem Kontrollwechsel-Stichtag zu einem Betrag je Schuldverschreibung zurückzuzahlen, der dem Rückzahlungsbetrag entspricht.

Dabei gilt Folgendes:

Eine "**Absenkung des Ratings**" in Bezug auf einen Kontrollwechsel gilt als eingetreten, wenn innerhalb des Kontrollwechselzeitraums sämtliche vorher für Evonik vergebene Ratings der Ratingagenturen (wie vorstehend definiert) (i) zurückgezogen oder (ii) von einem existierenden Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert werden.

Ein "**Kontrollwechsel**" gilt als eingetreten, wenn eine Person (außer der RAG-Stiftung, Essen, Deutschland oder eine (direkte oder indirekte) Tochtergesellschaft der RAG-Stiftung) oder Personen, die ihr Verhalten aufeinander abgestimmt haben, direkt oder indirekt mehr als fünfzig (50) % der Stimmrechte von Evonik erwerben.

"**Kontrollwechsel-Stichtag**" bezeichnet:

(i) falls bei Eintritt eines Kontrollwechselereignisses nicht nachrangige Fremdkapitalwertpapiere von Evonik oder einer Tochtergesellschaft ausstehen, bezüglich welcher Evonik eine Garantie oder sonstige Haftung übernommen hat, den ersten Geschäftstag nach dem Tag, an dem aufgrund einer Kündigung der Anleihegläubiger solcher Wertpapiere nach Maßgabe der Bedingungen dieser Wertpapiere wegen des

Control Effective Date and give notice in accordance with § 13 of the occurrence of such Change of Control Event and the Change of Control Effective Date without undue delay (the "**Change of Control Notice**"), and (ii) the Issuer, on giving a notice of redemption not more than 45 days' notice after publication of the Change of Control Notice in accordance with § 13, call the Notes for early redemption (in whole but not in part) at any time with effect on the Change of Control Effective Date. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes on the Change of Control Effective Date at an amount per Note equal to the Redemption Amount.

Where:

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period all ratings previously assigned to Evonik by the Rating Agencies (as defined above) are (i) withdrawn or (ii) changed from an existing investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse).

A "**Change of Control**" shall be deemed to have occurred if any person (other than RAG-Stiftung, Essen, Germany or a (direct or indirect) Subsidiary of RAG-Stiftung) or Persons Acting in Concert directly or indirectly acquires more than fifty (50) per cent. of the voting shares of Evonik.

"**Change of Control Effective Date**" means:

(i) if at the time of the occurrence of a Change of Control Event any senior debt securities of Evonik or any senior debt securities of a Subsidiary are outstanding in relation to which Evonik has assumed a guarantee or other liability, the first Business Day following the last day on which such securities may become due for redemption in accordance with their terms as a result of put notices of the holders of such securities in respect of

gleichen Kontrollwechselereignisses (oder eines vergleichbaren Konzepts) die Fälligkeit zur Rückzahlung spätestens eintreten kann; und

- (ii) ansonsten den Geschäftstag, der 60 Tage nach Eintritt dieses Kontrollwechselereignisses liegt.

**"Kontrollwechselzeitraum"** ist der Zeitraum, der mit dem Eintritt des Kontrollwechsels beginnt und 90 Tage nach dem Eintritt eines Kontrollwechsels endet.

Als **"Personen, die ihr Verhalten aufeinander abgestimmt haben"** gelten Personen, die ihr Verhalten i.S.v. § 30 Absatz 2 WpÜG aufeinander abgestimmt haben, es sei denn, die RAG-Stiftung, Essen, Deutschland und/oder eine (direkte oder indirekte) Tochtergesellschaft der RAG-Stiftung (zusammen die **"RAG-Stiftung Unternehmen"**) stimmen ihr Verhalten mit (einer) anderen Person(en) ab; In diesem Fall gelten die RAG-Stiftung Unternehmen und die andere(n) Person(en) nicht als Personen, die ihr Verhalten aufeinander abgestimmt haben, wenn die RAG-Stiftung Unternehmen gemeinsam insgesamt mehr Stimmrechte an Evonik halten als alle anderen Personen, die ihr Verhalten mit ihnen abgestimmt haben.

**"Tochtergesellschaft der RAG-Stiftung"** ist eine Gesellschaft,

- (i) die von der RAG-Stiftung, Essen, Deutschland im Sinne von § 17 des Aktiengesetzes direkt oder indirekt kontrolliert wird;
  - (ii) von deren ausgegebenen Anteilen und/oder Stimmrechten direkt oder indirekt mehr als die Hälfte von der RAG-Stiftung, Essen, Deutschland gehalten werden; oder
  - (iii) die eine Tochtergesellschaft im Sinne von Absatz (i) oder Absatz (ii) einer anderen Tochtergesellschaft der RAG-Stiftung ist.
- (4) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*
- (a) *Vorzeitige Rückzahlung nach Wahl der Emittentin an einem Optionalen Rückzahlungstag zum Rückzahlungsbetrag.* Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt und

the same Change of Control Event (or a similar concept); and

- (ii) otherwise the Business Day falling 60 days following the occurrence of such Change of Control Event.

**"Change of Control Period"** means the period starting with the occurrence of the Change of Control and ending 90 days after the occurrence of the Change of Control.

**"Persons Acting in Concert"** means any persons acting in concert within the meaning of § 30(2) of the German Securities Acquisition and Takeover Act (*Wertpapierübernahmegesetz*) provided that if RAG-Stiftung, Essen, Germany and/or a (direct or indirect) Subsidiary of RAG-Stiftung (together, the **"RAG-Stiftung Entities"**) act in concert with any other person(s), the RAG-Stiftung Entities and the other person(s) are not considered to be persons acting in concert if the RAG-Stiftung Entities jointly hold more voting shares in Evonik than (in aggregate) all other persons acting in concert with them.

**"Subsidiary of RAG-Stiftung"** means any company

- (i) which is controlled, directly or indirectly, by RAG-Stiftung, Essen, Germany within the meaning of § 17 of the German Stock Corporation Act (*Aktiengesetz*);
  - (ii) of which RAG-Stiftung, Essen, Germany owns directly or indirectly more than half of the issued share capital and/or voting rights; or
  - (iii) which is a subsidiary within the meaning of subparagraph (i) or subparagraph (ii) above of another Subsidiary of RAG-Stiftung.
- (4) *Early Redemption at the Option of the Issuer.*
- (a) *Early Redemption at the Option of the Issuer on an Optional Redemption Date at the Redemption Amount.* The Issuer may, upon giving notice of redemption in accordance with § 6(5), call the Notes for redemption (in



nicht nur teilweise) durch Kündigungserklärung gemäß § 6(5) mit Wirkung zu jedem Optionalen Rückzahlungstag zurückzuzahlen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Optionalen Rückzahlungstag zu einem Betrag je Schuldverschreibung zurückzuzahlen, der ihrem Rückzahlungsbetrag entspricht.

**"Optionaler Rückzahlungstag"** bezeichnet

- (i) jeden Geschäftstag während des Zeitraums ab dem 2. September 2026 (der **"Erste Optionale Rückzahlungstag"**) (einschließlich) bis zum Ersten Zinsanpassungstag (ausschließlich);
  - (ii) den Ersten Zinsanpassungstag; und
  - (iii) jeden auf den Ersten Zinsanpassungstag folgenden Zinszahlungstag.
- (b) *Vorzeitige Rückzahlung nach Wahl der Emittentin zum Make-Whole-Rückzahlungsbetrag.* Die Emittentin ist berechtigt, die Schuldverschreibungen jederzeit (insgesamt und nicht nur teilweise) durch Kündigungserklärung gemäß § 6(5) mit Wirkung zu einem bereits vor dem Ersten Optionalen Rückzahlungstag liegenden Rückzahlungstag zurückzuzahlen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, die Schuldverschreibungen an dem in der Kündigungserklärung festgelegten Rückzahlungstag zu einem Betrag je Schuldverschreibung zurückzuzahlen, der ihrem Make-Whole-Rückzahlungsbetrag zuzüglich der bis zum Rückzahlungstag (ausschließlich) in Bezug auf die Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen in Bezug auf die Schuldverschreibung entspricht.

whole but not in part) with effect as of any Optional Redemption Date. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes on the Optional Redemption Date fixed in the notice of redemption at an amount per Note as is equal to its Redemption Amount.

**"Optional Redemption Date"** means

- (i) each Business Day during the period from and including 2 September 2026 (the **"First Optional Redemption Date"**) to but excluding the First Reset Date;
  - (ii) the First Reset Date; and
  - (iii) each Interest Payment Date following the First Reset Date.
- (b) *Early Redemption at the Option of the Issuer at the Make-Whole Redemption Amount.* The Issuer may, upon giving notice of redemption in accordance with § 6(5), call the Notes for redemption (in whole but not in part) at any time with effect on a Redemption Date falling prior to the First Optional Redemption Date. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem the Notes on the Redemption Date fixed in the notice of redemption at an amount per Note as is equal to its Make-Whole Redemption Amount plus any interest accrued on such Note to but excluding the Redemption Date but yet unpaid and, for the avoidance of doubt, any Deferred Interest Payments due on such Note pursuant to § 4(3).

Der "**Make-Whole-Rückzahlungsbetrag**" je Schuldverschreibung wird von der Make-Whole-Berechnungsstelle an dem Rückzahlungs-Berechnungstag berechnet und entspricht dem höheren der folgenden Beträge:

- (i) der Festgelegten Stückelung; oder
- (ii) dem Abgezinsten Marktwert.

Die Emittentin hat den Make-Whole-Rückzahlungsbetrag sobald wie möglich nach dessen Berechnung durch die Make-Whole-Berechnungsstelle gemäß § 13 bekanntzumachen.

Der "**Abgezinsten Marktwert**" ist die Summe aus

- (i) der vom Ersten Optionalen Rückzahlungstag auf den Rückzahlungstag abgezinsten Festgelegte Stückelung; und
- (ii) den jeweils auf den Rückzahlungstag abgezinsten Werten der verbleibenden Zinszahlungen für jeden Zinsberechnungszeitraum, der an oder nach dem Rückzahlungstag endet, die ansonsten an jedem Zinszahlungstag nach dem Rückzahlungstag bis zum Ersten Optionalen Rückzahlungstag (einschließlich) fällig werden würden (ausschließlich etwaiger, bis zu dem Rückzahlungstag (ausschließlich) aufgelaufener Zinsen), wobei unterstellt wird, dass die letzte Zinszahlung auf die Schuldverschreibungen an dem Ersten Optionalen Rückzahlungstag geleistet würde.

Die Make-Whole-Berechnungsstelle berechnet den Abgezinsten Marktwert an dem Rückzahlungs-Berechnungstag gemäß der Marktkonvention auf einer Grundlage, die der Berechnung von Zinsen gemäß § 3 entspricht, wobei sie einen Abzinsungssatz zugrunde legt, der der Benchmark-Rendite zuzüglich 0,35 % entspricht.

Die "**Benchmark-Rendite**" bezeichnet die am Rückzahlungs-Berechnungstag bestehende Rendite wie sie gegen 12:00 Uhr (Frankfurter lokaler Zeit) auf der Benchmark-Wertpapier-Bildschirmseite hinsichtlich des Benchmark-

The "**Make-Whole Redemption Amount**" per Note shall be calculated by the Make-Whole Calculation Agent on the Redemption Calculation Date and shall be equal to the higher of the following amounts:

- (i) the Specified Denomination; and
- (ii) the Present Value.

The Issuer shall give notice of the Make-Whole Redemption Amount in accordance with § 13 as soon as practicable following its calculation by the Make-Whole Calculation Agent.

The "**Present Value**" will be the sum of

- (i) the Specified Denomination discounted from the First Optional Redemption Date to the Redemption Date; and
- (ii) the sum of the remaining interest payments for each Interest Calculation Period ending on or after the Redemption Date which would otherwise become due on each Interest Payment Date falling after the Redemption Date to and including the First Optional Redemption Date (excluding any interest accrued to but excluding the Redemption Date), each discounted to the Redemption Date, assuming for this purpose that the last interest payment on the Notes would be made on the First Optional Redemption Date.

The Make-Whole Calculation Agent will calculate the Present Value on the Redemption Calculation Date in accordance with market convention on a basis which is consistent with the calculation of interest as set out in § 3, using a discount rate equal to the Benchmark Yield plus 0.35 per cent.

The "**Benchmark Yield**" means the yield at the Redemption Calculation Date as appearing at around 12:00 noon (local time in Frankfurt am Main) on the Benchmark Security Screen Page in respect of the Benchmark Security, or if such

Wertpapiers erscheint oder falls eine solche Rendite zu der Uhrzeit nicht bestimmt werden kann, die wie oben beschrieben ermittelte Rendite, wie sie auf der Benchmark-Wertpapier-Bildschirmseite zu einem anderen Zeitpunkt am Rückzahlungs-Berechnungstag erscheint, der von der Make-Whole-Berechnungsstelle als angemessen erachtet wird.

Dabei gilt Folgendes:

**"Benchmark-Wertpapier"** bezeichnet DBR 0% fällig am 15. August 2026 (DE0001102408) oder falls dieses Wertpapier am Rückzahlungs-Berechnungstag nicht länger aussteht, ein solches das Benchmark-Wertpapier ersetzende Benchmark-Wertpapier, das von der Make-Whole-Berechnungsstelle festgelegt wird und das eine bis zum Ersten Optionalen Rückzahlungstag vergleichbare Restlaufzeit hat und das (soweit im Rahmen der Festlegung durch die Make-Whole-Berechnungsstelle einschlägig) zum Zeitpunkt der Auswahl für die Preisfestlegung von neu begebenen Unternehmensanleihen mit einer Laufzeit vergleichbar zu der bis zum Ersten Optionalen Rückzahlungstag unter Anwendung einschlägiger Finanzpraxis üblicherweise herangezogen würde.

**"Rückzahlungs-Berechnungstag"** ist der dritte Geschäftstag vor dem gemäß diesem § 5(4)(b) festgelegten Rückzahlungstag.

**"Benchmark-Wertpapier-Bildschirmseite"** bezeichnet die Bildschirmseite Bloomberg HP (Einstellung "*Last Yield To Convention*" unter Verwendung der Preisfestsetzungsquelle "FRNK") (oder eine Nachfolge-Bildschirmseite oder eine Nachfolge-Preisfestsetzungsquelle) für das Benchmark-Wertpapier, oder, falls diese Bloomberg Seite oder die Preisfestsetzungsquelle nicht erreichbar ist, eine etwaige andere Seite von einem anderen Informationsanbieter, die, wie es von der Make-Whole-Berechnungsstelle als angemessen erachtet wird, im Wesentlichen ähnliche Daten anzeigt.

(5) *Erklärung der Vorzeitigen Rückzahlung.*

Die Emittentin kann das Recht zur Rückzahlung gemäß § 6(2) durch eine Bekanntmachung an die

yield cannot be so determined at such time, the yield determined as aforesaid as appearing on the Benchmark Security Screen Page at such other time on the Redemption Calculation Date as may be considered to be appropriate by the Make-Whole Calculation Agent.

Where:

**"Benchmark Security"** means the DBR 0 per cent. due 15 August 2026 (DE0001102408), or, if such security is no longer outstanding on the Redemption Calculation Date, such substitute benchmark security chosen by the Make-Whole Calculation Agent as having a maturity comparable to the remaining term of the Notes to the First Optional Redemption Date and (if applicable in the determination of the Make-Whole Calculation Agent) that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the First Optional Redemption Date.

**"Redemption Calculation Date"** means the third Business Day prior to the Redemption Date fixed in accordance with this § 5(4)(b).

**"Benchmark Security Screen Page"** means the screen page Bloomberg HP (setting "*Last Yield To Convention*" and using the pricing source "FRNK") (or any successor page or successor pricing source) for the Benchmark Security, or, if such Bloomberg page or pricing source is not available, such other page (if any) from such other information provider displaying substantially similar data as may be considered to be appropriate by the Make-Whole Calculation Agent.

(5) *Notice of Early Redemption.*

The Issuer will give not less than 30 nor more than 60 days' notice to the Noteholders in accordance

Anleihegläubiger gemäß § 13 unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen und das Recht zur Rückzahlung gemäß § 6(4)(a) oder (b) durch eine Bekanntmachung an die Anleihegläubiger gemäß § 13 unter Einhaltung einer Frist von nicht weniger als 10 und nicht mehr als 60 Tagen ausüben. Die Bekanntmachung hat in den Fällen des § 6(2) diejenigen Tatsachen, auf welche die Emittentin ihr Kündigungsrecht stützt, und den für die Rückzahlung festgelegten Tag bezeichnen, und in dem Fall von § 6(4)(b) den Namen und die Geschäftsstelle der Institution, welche durch die Emittentin als Make-Whole-Berechnungsstelle ernannt wurde (die "**Make-Whole-Berechnungsstelle**"), zu enthalten. Die Kündigung ist unwiderruflich.

(6) *Rückzahlungsbetrag.* Der "**Rückzahlungsbetrag**" ist ein Betrag je Schuldverschreibung, der der Festgelegten Stückelung zuzüglich der bis zu dem Tag der Rückzahlung (ausschließlich) in Bezug auf die Schuldverschreibung aufgelaufenen, aber noch nicht bezahlten Zinsen sowie, zur Klarstellung, sämtlicher gemäß § 4(3) fälligen Aufgeschobenen Zinszahlungen in Bezug auf die Schuldverschreibung entspricht.

## § 7

### DIE HAUPTZAHLSTELLE UND DIE BERECHNUNGSSTELLE

(1) *Bestellung;* *bezeichnete Geschäftsstelle.* Die anfänglich bestellte Hauptzahlstelle (die "**Hauptzahlstelle**") und die anfänglich bestellte Berechnungsstelle (die "**Berechnungsstelle**") und deren bezeichnete Geschäftsstellen lauten wie folgt:

#### **Hauptzahlstelle:**

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Bundesrepublik Deutschland

#### **Berechnungsstelle:**

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Bundesrepublik Deutschland

with § 13 of any redemption pursuant to § 6(2) and not less than 10 nor more than 60 days' notice to the Noteholders in accordance with § 13 of any redemption pursuant to § 6(4)(a) or (b). Such notice must specify, in the case of § 6(2), the underlying facts of the Issuer's right to early redemption and specify the date fixed for redemption, and in the case of § 6(4)(b), the name and address of the institution appointed by the Issuer as make-whole calculation agent (the "**Make-Whole Calculation Agent**"). Such notice shall be irrevocable.

(6) *Redemption Amount.* The "**Redemption Amount**" means an amount per Note equal to the Specified Denomination plus any interest accrued on such Note to but excluding the date of redemption but yet unpaid and, for the avoidance of doubt, any Deferred Interest Payments due on such Note pursuant to § 4(3).

## § 7

### THE PRINCIPAL PAYING AGENT AND THE CALCULATION AGENT

(1) *Appointment; Specified Office.* The initial Principal Paying Agent (the "**Principal Paying Agent**") and the initial Calculation Agent (the "**Calculation Agent**") and their initial specified offices shall be:

#### **Principal Paying Agent:**

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Federal Republic of Germany

#### **Calculation Agent:**

Deutsche Bank Aktiengesellschaft  
Taunusanlage 12  
60325 Frankfurt am Main  
Federal Republic of Germany

Die Hauptzahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder zusätzliche oder andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) eine Hauptzahlstelle und (ii) eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Anleihegläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden.

(3) *Erfüllungsgehilfe(n) der Emittentin.* Die Hauptzahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Anleihegläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet.

(4) *Unabhängiger Berater.* Wenn die Emittentin gemäß § 3(2)(e) einen Unabhängigen Berater bestellt, dann ist § 7(3) auf den Unabhängigen Berater entsprechend anzuwenden.

(5) *Make-Whole-Berechnungsstelle.* Wenn die Emittentin gemäß § 6(4)(b) eine Make-Whole-Berechnungsstelle bestellt, dann ist § 7(3) auf die Make-Whole-Berechnungsstelle entsprechend anzuwenden.

## § 8 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer

The Principal Paying Agent and the Calculation Agent reserve the right at any time to change their specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent or the Calculation Agent and to appoint another Principal Paying Agent or additional or other Paying Agents or another Calculation Agent. The Issuer shall at all times maintain (i) a Principal Paying Agent and (ii) a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with § 13.

(3) *Agent of the Issuer.* The Principal Paying Agent and the Calculation Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Noteholder.

(4) *Independent Adviser.* If the Issuer appoints an Independent Adviser in accordance with § 3(2)(e), § 7(3) shall apply *mutatis mutandis* to the Independent Adviser.

(5) *Make-Whole Calculation Agent.* If the Issuer appoints a Make-Whole Calculation Agent in accordance with § 6(4)(b), § 7(3) shall apply *mutatis mutandis* to the Make-Whole Calculation Agent.

## § 8 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein

politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist die Emittentin gesetzlich zu einem solchen Einbehalt oder Abzug verpflichtet, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Anleihegläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Anleihegläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die

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

having power to tax unless such withholding or deduction is required by law. If the Issuer is required by law to make such withholding or deduction, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Noteholders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which

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

Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Ungeachtet anderslautender Bestimmungen in diesem § 8 sind weder die Emittentin noch eine Zahlstelle noch eine andere Person, die Zahlungen im Namen der Emittentin tätigt, dazu verpflichtet, zusätzliche Beträge im Hinblick auf solche Steuern zu zahlen, die gemäß Section 1471(b) des United States Internal Revenue Code von 1986, in der jeweils gültigen Fassung (das "**Gesetz**"), oder anderweitig gemäß den Sections 1471 bis 1474 des Gesetzes, aufgrund von darunter fallenden Verordnungen oder Vereinbarungen, offiziellen Auslegungen dieses Gesetzes oder eines Gesetzes, wodurch ein zwischenstaatliches Abkommen dazu umgesetzt wird, erhoben werden.

*Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungsteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.*

#### **§ 9 VORLEGUNGSFRIST**

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

#### **§ 10 ERSETZUNG**

(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Anleihegläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

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

published in accordance with § 13, whichever occurs later.

Notwithstanding anything in this § 8 to the contrary, neither the Issuer nor any paying agent nor any other person making payments on behalf of the Issuer shall be required to pay additional amounts in respect of such taxes imposed pursuant to Section 1471(b) of the United States Internal Revenue Code of 1986, as amended ("**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

*The flat tax (Abgeltungsteuer) which has been in effect in the Federal Republic of Germany since 1 January 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.*

#### **§ 9 PRESENTATION PERIOD**

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

#### **§ 10 SUBSTITUTION**

(1) *Substitution.* The Issuer may, without the consent of the Noteholders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with these Notes (the "**Substitute Debtor**") provided that:

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

- |  |  |
|--|--|
| <p>(b) die Nachfolgeschuldnerin und die Emittentin alle erforderlichen Genehmigungen erhalten haben und berechtigt sind, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;</p> <p>(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Anleihegläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Anleihegläubiger bezüglich der Ersetzung auferlegt werden;</p> <p>(d) die Emittentin unwiderruflich und unbedingt gegenüber den Anleihegläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zu zahlenden Beträge auf nachrangiger Basis garantiert;</p> <p>(e) aufgrund der Ersetzung kein Ereignis eintreten würde, welches die Nachfolgeschuldnerin dazu berechtigen würde, die Schuldverschreibung gemäß § 6(2) zu kündigen und zurückzuzahlen; und</p> <p>(f) der Hauptzahlstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c), (d) und (e) dieses § 10 erfüllt wurden.</p> | <p>(b) the Substitute Debtor and the Issuer have obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;</p> <p>(c) the Substitute Debtor has agreed to indemnify and hold harmless each Noteholder against any tax, duty, assessment or governmental charge imposed on such Noteholder in respect of such substitution;</p> <p>(d) the Issuer irrevocably and unconditionally guarantees on a subordinated basis in favour of each Noteholder the payment of all sums payable by the Substitute Debtor in respect of the Notes;</p> <p>(e) no event would occur as a result of the substitution that would give rise to the right of the Substitute Debtor to call the Notes for redemption pursuant to § 6(2); and</p> <p>(f) there shall have been delivered to the Principal Paying Agent for each jurisdiction affected one opinion of lawyers of recognised standing to the effect that § 10(a), (b), (c), (d) and (e) above have been satisfied.</p> |
|--|--|

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*).

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

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

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



Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung in § 8, in der Definition des Begriffs "Gross-up Ereignis" in § 6(2)(a) und in der Definition des Begriffs "Steuerereignis" in § 6(2)(b) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).

## § 11

### ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER

(1) *Änderung der Anleihebedingungen.* Mit der Zustimmung der Anleihegläubiger durch einen Beschluss mit der in § 11(2) bestimmten Mehrheit kann die Emittentin die Anleihebedingungen im Hinblick auf im Gesetz über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") zugelassene Gegenstände ändern. Die Mehrheitsbeschlüsse der Anleihegläubiger sind für alle Anleihegläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Anleihegläubiger, der nicht gleiche Bedingungen für alle Anleihegläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Anleihegläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Anleihegläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine "**qualifizierte Mehrheit**"). Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3 Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Verfahren für Abstimmungen und Abstimmungen ohne Versammlung.* Abstimmungen der Anleihegläubiger können entweder in einer Anleihegläubigerversammlung oder im Wege der Abstimmung ohne Versammlung gemäß § 18 SchVG durchgeführt werden. Der Einberufende wird im Falle der Einberufung bestimmen, ob die Abstimmungen in einer

domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution in § 8, in the definition of the term "Gross-up Event" in § 6(2)(a) and in the definition of the term "Tax Event" in § 6(2)(b) an alternative reference to the Federal Republic of Germany shall be deemed to have been included (in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor).

## § 11

### AMENDMENT OF THE TERMS AND CONDITIONS, NOTEHOLDERS' REPRESENTATIVE

(1) *Amendment of the Terms and Conditions.* The Issuer may amend the Terms and Conditions with regard to matters permitted by the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz aus Gesamtemissionen* – "**SchVG**") with the consent of the Noteholders by resolution with the majority specified in § 11(2). Majority resolutions shall be binding on all Noteholders. Resolutions which do not provide for identical conditions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority Requirements.* Resolutions shall be passed by a majority of not less than 75 per cent. of the votes cast (a "**Qualified Majority**"). Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5(3), nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Procedures of Votes and Votes without a Meeting.* Resolutions of Noteholders may be taken either in a meeting of Noteholders (*Anleihegläubigerversammlung*) or by vote taken without a meeting in accordance with § 18 of the SchVG. The person convening a meeting or the vote without a meeting (*der Einberufende*) shall, in each case, elect whether the resolutions shall

Anleihegläubigerversammlung oder im Wege der Abstimmung ohne Versammlung durchgeführt werden. Der Antrag für eine Anleihegläubigerversammlung oder eine Abstimmung ohne Versammlung wird die näheren Details für die Entscheidungen und das Abstimmungsverfahren enthalten. Der Gegenstand der Anleihegläubigerversammlung oder der Abstimmung ohne Versammlung sowie die Entscheidungsvorschläge sollen den Anleihegläubigern zusammen mit dem Antrag für eine Anleihegläubigerversammlung oder eine Abstimmung ohne Versammlung mitgeteilt werden. Eine Anleihegläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4 Satz 2 SchVG statt.

(4) *Leitung der Anleihegläubigerversammlung oder Abstimmung ohne Versammlung.* Die Anleihegläubigerversammlung oder die Abstimmung ohne Versammlung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter (wie nachstehend definiert) zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* Anleihegläubiger müssen ihre Berechtigung zur Teilnahme an der Anleihegläubigerversammlung oder der Abstimmung ohne Versammlung zum Zeitpunkt der Anleihegläubigerversammlung oder der Abstimmung ohne Versammlung nachweisen durch (a) eine gesonderte Bestätigung der Depotbank zusammen mit einer Kopie der Globalurkunde (deren Echtheit von einem ordnungsgemäß Bevollmächtigten des Clearing Systems oder der Hauptzahlstelle beglaubigt wurde) und durch die Vorlage (b) einer Sperrerklärung der Depotbank zugunsten der Hinterlegungsstelle, aus der sich ergibt, dass die jeweiligen Schuldverschreibungen ab (einschließlich) dem Tag der Eintragung bis (einschließlich) zu (x) dem Tag der Anleihegläubigerversammlung oder (y) dem Tag an dem die Abstimmungsperiode endet nicht übertragbar sind. Diese gesonderte Bestätigung der Depotbank soll (i) den vollständigen Namen und die vollständige Adresse des Anleihegläubigers enthalten, (ii) den Gesamtnennbetrag der Schuldverschreibungen

be taken in a meeting or by vote taken without a meeting. The request for a meeting or vote without a meeting will provide further details relating to the resolutions and the voting procedures. The subject matter of the meeting or vote without a meeting as well as the proposed resolutions shall be notified to Noteholders together with the request for a meeting or vote without a meeting. In the case, where a vote without a meeting has been chosen, a meeting of Noteholders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18(4), sentence 2 of the SchVG.

(4) *Chair of the Meeting of Noteholders or Vote without a Meeting.* The meeting of Noteholders or vote without a meeting will be chaired by a notary appointed by the Issuer or, if the Noteholders' Representative (as defined below) has convened the vote, by the Noteholders' Representative.

(5) *Voting Rights.* Noteholders must demonstrate their eligibility to participate in the meeting of Noteholders or the vote without a meeting at the time of the meeting or vote without a meeting by means of (a) a special confirmation of the depositary bank together with a copy of the Global Note (certified by a duly authorised officer of the Clearing System or the Principal Paying Agent as being a true copy) and by submission of (b) a blocking instruction by the depositary bank for the benefit of a depositary (*Hinterlegungsstelle*) stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including (x) the day of the meeting of Noteholders or (y) the day the voting period ends. The special confirmation of the depositary bank shall (i) state the full name and address of the Noteholder, (ii) specify an aggregate principal amount of Notes credited on the date of such certificate to such Noteholder's securities account maintained with such depositary bank and (iii) confirm that the depositary bank has given a written notice to the Clearing System as well as to the Principal Paying

angeben, die an dem Tag der Ausstellung der Bestätigung auf dem Wertpapierkonto des Anleihegläubigers bei der Depotbank verbucht sind und (iii) bestätigen, dass die Depotbank dem Clearing System sowie der Hauptzahlstelle eine schriftliche Mitteilung über die Informationen gemäß (i) und (ii) gemacht hat und die Bestätigung des Clearing Systems und des jeweiligen Clearing System Kontoinhabers enthalten.

(6) *Gemeinsamer Vertreter.* Die Anleihegläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter (der "**gemeinsame Vertreter**") für alle Anleihegläubiger bestellen. Die Bestellung eines gemeinsamen Vertreters muss von einer qualifizierten Mehrheit beschlossen werden, wenn der gemeinsame Vertreter ermächtigt wird, wesentlichen materiellen Änderungen der Anleihebedingungen gemäß § 11(2) zuzustimmen.

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Anleihegläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Anleihegläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Anleihegläubiger ermächtigt ist, sind die einzelnen Anleihegläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Anleihegläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Bekanntmachungen.* Bekanntmachungen betreffend diesen § 11 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

(8) *Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten entsprechend für die Bestimmungen einer etwaigen Garantie gemäß §°10(1)(d).

Agent containing the information pursuant to (i) and (ii) and bearing acknowledgements of the Clearing System and of the relevant Clearing System account holder.

(6) *Noteholders' Representative.* The Noteholders may by majority resolution appoint a common representative (the "**Noteholders' Representative**") to exercise the Noteholders' rights on behalf of each Noteholder. An appointment of a common representative may only be passed by a Qualified Majority if such common representative is to be authorised to consent, in accordance with § 11(2) hereof, to a material change in the substance of the Terms and Conditions.

The Noteholders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Noteholders. The Noteholders' Representative shall comply with the instructions of the Noteholders. To the extent that the Noteholders' Representative has been authorised to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Noteholders' Representative shall provide reports to the Noteholders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Noteholders' Representative.

(7) *Notices.* Any notices concerning this § 11 shall be made exclusively pursuant to the provisions of the SchVG.

(8) *Guarantee.* The provisions set out above applicable to the Notes shall apply mutatis mutandis to any guarantee granted pursuant to §°10(1)(d).

**§ 12**  
**BEGEBUNG WEITERER**  
**SCHULDVERSCHREIBUNGEN, ANKAUF UND**  
**ENTWERTUNG**

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

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

**§ 13**  
**MITTEILUNGEN**

(1) *Bekanntmachung*. Alle *die*  
*Schuldverschreibungen* *betreffenden*  
Mitteilungen erfolgen durch Veröffentlichung im Bundesanzeiger und durch elektronische Publikation auf der Website der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System*. Solange Schuldverschreibungen an der offiziellen Liste der Luxemburger Börse notiert und zum Handel am Regulierten Markt (*Bourse de Luxembourg*) zugelassen sind, findet § 13(1) Anwendung. Soweit die Regeln der Luxemburger Börse dies zulassen, kann die Emittentin eine Veröffentlichung nach § 13(1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Anleihegläubiger ersetzen; jede derartige Mitteilung gilt am fünften Tag nach dem Tag der Mitteilung an das Clearing System als den Anleihegläubigern mitgeteilt.

**§ 12**  
**FURTHER ISSUES, PURCHASES AND**  
**CANCELLATION**

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

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

**§ 13**  
**NOTICES**

(1) *Publication*. All notices concerning the Notes will be published in the Federal Gazette (*Bundesanzeiger*) and made by means of electronic publication on the internet website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System*. So long as any Notes are listed on the official list and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange (*Bourse de Luxembourg*), § 13(1) shall apply. If the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Noteholders, in lieu of publication as set forth in § 13(1) above; any such notice shall be deemed to have been validly given on the fifth day after the day on which the said notice was given to the Clearing System.

## § 14

### ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

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

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

(3) *Gerichtliche Geltendmachung.* Jeder Anleihegläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Anleihegläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank (wie nachstehend definiert) bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Anleihegläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben

## § 14

### APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

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

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

(3) *Enforcement.* Any Noteholder of Notes may in any proceedings against the Issuer, or to which such Noteholder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian (as defined below) with whom such Noteholder maintains a securities account in respect of the Notes (a) stating the full name and address of the Noteholder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Noteholder maintains a securities account in respect of the Notes and includes the Clearing System. Each Noteholder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

und bei der/dem der Anleihegläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Anleihegläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

**§ 15  
SPRACHE**

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

**§ 15  
LANGUAGE**

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

**Issuer's intention regarding redemption and repurchase of the Notes**

*The following paragraphs in italics do not form part of the Terms and Conditions.*

*Terms used but not defined in the paragraphs below shall have the meaning set out in the Terms and Conditions.*

*The Issuer intends (without thereby assuming a legal or contractual obligation) to redeem or repurchase the Notes only to the extent they are replaced with instruments with equivalent S&P equity credit. The net proceeds received by the Issuer or a Subsidiary from the sale to third party purchasers of securities which are assigned an aggregate S&P equity credit that is at least equal to the aggregate S&P equity credit assigned to the Notes to be redeemed or repurchased at the Issue Date of the Notes (but taking into account any changes in hybrid capital methodology or the interpretation thereof since the Issue Date of the Notes) will count as replacement.*

*The following exceptions apply as to the Issuer's replacement intention. The Notes are not required to be replaced:*

- (i) if the issuer credit rating assigned by S&P to the Issuer is the same as or higher than the issuer credit rating assigned by S&P to the Issuer on the date of the last additional hybrid issuance (excluding refinancing) of hybrid securities which were assigned a similar "equity credit" by S&P and the Issuer is comfortable that such rating would not fall below this level as a result of such redemption or repurchase; or*
- (ii) in the case of a repurchase of less than (x) 10 per cent. of the aggregate hybrid capital outstanding in any period of 12 consecutive months or (y) 25 per cent. of the aggregate hybrid capital outstanding in any period of 10 consecutive years is repurchased; or*
- (iii) if the Notes are redeemed pursuant to a Rating Agency Event, a Tax Event, a Gross-up Event or a Change of Control Event; or*
- (iv) if the Notes are not assigned an "equity credit" (or such similar nomenclature then used by S&P at the time of such redemption or repurchase); or*
- (v) if such redemption or repurchase occurs on or after the Second Modified Reset Date.*

*However, the replacement intention of the Issuer, including during the period from the Issue Date of the Notes to the First Optional Redemption Date, shall not apply for redemption or repurchases of Notes with an aggregate amount up to the Standard & Poor's Excess Amount. "**Standard & Poor's Excess Amount**" means the*

*aggregate principal amount of outstanding hybrid capital of the Issuer exceeding the maximum aggregate principal amount of hybrid capital for which Standard & Poor's under its then prevailing methodology would recognise equity credit based on the Issuer's adjusted total capitalisation.*

## USE OF PROCEEDS

The net proceeds from the issue and sale of the notes will amount to approximately EUR 494,875,000 (the "**Net Proceeds**").

An amount equivalent to the Net Proceeds received from the Notes will be used to finance or refinance, in whole or in part, existing and/or future Eligible Green Projects, which are financed by the Issuer through operating and/or capital expenditure. In case of refinancing existing Eligible Green Projects, expenditures which have been made with the three-year period preceding the year of the Issue Date shall be considered for inclusion as Eligible Green Projects.

"**Eligible Green Projects**" means projects relating to any of the following categories:

- a) Eco-efficient products acting as low carbon transition enablers and sustainability enablers in various industries:
  - a. Capital expenditure related to the manufacturing of products and solutions with sustainability benefits at a level above market reference (i.e. based on the sector standard approach for portfolio sustainability assessments from the World Business Council for Sustainable Development, such solutions referred to as "**Next Generation Solutions**"); and
  - b. Expenditure related to research, development and innovation aimed at developing and increasing the sustainability impact of Next Generation Solutions;
- b) Energy Efficiency:

Expenditure related to measures to increase energy efficiency in the Issuer's production process including energy monitoring systems, lighting upgrades, and any other sustainability-oriented construction materials; and
- c) Renewable Energy:

Expenditure and financial investments related to (i) the production and transmission of electricity and heat from renewable sources and (ii) sourcing of renewable energy.

Further information on the Issuer's intention to manage the Net Proceeds as well as on reporting and the external review of the Green Finance Framework can be obtained from the Green Finance Framework as amended from time to time and as published on the website of the Issuer (<https://corporate.evonik.com/en/investor-relations/bonds-rating>). *For the avoidance of doubt*, the content of any website referred to in this Prospectus, unless specifically incorporated by reference, does not form part of this Prospectus.



## GENERAL INFORMATION ON THE ISSUER AND EVONIK GROUP

### Formation, Incorporation, Trade Name, Fiscal Year and Registered Office

Through a memorandum of association dated 19 September 1969, Evonik was originally formed as a limited liability company under German law (*Gesellschaft mit beschränkter Haftung*) under the legal name "GMT Chemie-Beteiligung Gesellschaft mit beschränkter Haftung" with its registered office in Düsseldorf, Germany. In 1982, Evonik's registered office was moved to Essen, Germany, and the general shareholders' meeting approved a resolution in 1993 to change its legal name to "RAG Beteiligungs-GmbH".

In 2006, the general shareholders' meeting approved a resolution to change the legal form of Evonik to a stock corporation under German law (*Aktiengesellschaft*) with the name "RAG Beteiligungs-AG". On 11 September 2007, the general shareholders' meeting approved a resolution to change Evonik's legal name to "Evonik Industries AG". The change in name was registered with the Commercial Register at the Local Court of Essen (*Amtsgericht*) on 12 September 2007.

Evonik's trade name is "Evonik". Evonik's fiscal year is the calendar year. The legal entity identifier of Evonik is: 41GUOJQTALQHFLF39XJ34.

Evonik's registered office is at Rellinghauser Straße 1-11, 45128 Essen, Germany (telephone: +49 201 177-01). Evonik is registered with the Commercial Register of the Local Court of Essen under the number HRB 19474 and operates under German law.

Evonik's website is [www.evonik.com](http://www.evonik.com).

The information displayed on Evonik's website does not form part of the Prospectus unless such information is incorporated by reference into this Prospectus.

Investors should read the information below together with the consolidated financial statements of Evonik, including the notes thereto, and the other financial information that is included elsewhere in, or incorporated by reference into, this Prospectus.

### Selected Financial Information

#### *Evonik Group*

The following table shows selected consolidated financial information for Evonik Group:

#### Income statement

	1 January 2021 – 30 June 2021	1 January 2020 – 31 December 2020	1 January 2019 – 31 December 2019
	million EUR		
	<i>(unaudited)</i>	<i>(audited)</i>	<i>(audited)</i>
Sales	6,994	12,199	13,108
Adjusted EBITDA <sup>1)</sup> *	1,237	1,906	2,153
Income before financial result and income taxes, continuing operations	688	819	1,086

2019 figures restated as of 31 December 2020.

## Balance sheet

	30. June 2021	31 December 2020	31 December 2019
	million EUR		
	<i>(unaudited)</i>	<i>(audited, unless otherwise noted)</i>	<i>(audited, unless otherwise noted)</i>
Total assets	21,002	20,897	22,023
Equity	8,759	8,099	9,060
Non-current liabilities	8,951	9,872	9,409
thereof: Provisions for pensions and other post-employment benefits	3,770	4,618	3,967
Current liabilities	3,292	2,926	3,554
Net financial debt (unaudited) <sup>2) **</sup>	3,170	2,886	2,141

## Cash flow statement

	1 January 2021 – 30 June 2021	1 January 2020 – 31 December 2020	1 January 2019 – 31 December 2019
	million EUR		
	<i>(unaudited)</i>	<i>(audited, unless otherwise noted)</i>	<i>(audited, unless otherwise noted)</i>
Cash flow from operating activities, continuing operations	766	1,736	1,352
Cash flow from investing activities, continuing operations <sup>3</sup>	-211	-570	-245
thereof: Cash outflows for investments in intangible assets, property, plant and equipment	-353	-956	-880
Free cash flow (unaudited) <sup>4 ***</sup> (cash flow from operating activities, continuing operations less cash outflows for investments in intangible assets, property, plant and equipment)	413	780	472
Cash flow from financing activities, continuing operations	-650	-1,734	-848

\* Adjusted EBITDA is a financial measure presented in this Prospectus which is not a recognized financial measure under IFRS ("**Non-GAAP Financial Measure**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles ("**GAAP Financial Measures**"). The Issuer has provided this and other Non-GAAP Financial Measures because it provides investors with additional information to assess the economic situation of Evonik Industries AG's business activities. The definition of this Non-GAAP Financial Measure may vary from the definition of identically named Non-GAAP Financial Measures used by other companies. Adjusted EBITDA as used by the Issuer should not be considered as an alternative to net income/loss after income taxes, revenues or any other measures derived in accordance with IFRS as measures of operating performance. Adjusted EBITDA has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of results as reported under IFRS.

\*\* Net financial debt is a financial measure presented in this Prospectus which is not a recognised financial measure under IFRS ("**Non-GAAP Financial Measure**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles ("**GAAP Financial Measures**"). The Issuer has provided this and other Non-GAAP Financial Measures because it provides investors with additional information to assess the economic situation of Evonik Industries AG's financial condition. The definition of this Non-GAAP Financial Measure may vary from the definition of identically named Non-GAAP Financial Measures used by other companies. Net financial debt as used by the Issuer should not be considered as an alternative to current or non-current liabilities or current or non-current financial liabilities, derived in accordance with IFRS as measures of indebtedness or financial condition. Net financial debt has limitations as an analytical tool and should not be considered in isolation or

as a substitute for analysis of indebtedness or financial condition as reported under IFRS.

\*\*\* Free cash flow is a financial measure presented in this Prospectus which is not a recognized financial measure under IFRS ("**Non-GAAP Financial Measure**") and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles ("**GAAP Financial Measures**"). The Issuer has provided this and other Non-GAAP Financial Measures because it provides investors with additional information to assess the economic situation of Evonik Industries AG's business activities. The definition of this Non-GAAP Financial Measure may vary from the definition of identically named Non-GAAP Financial Measures used by other companies. Free cash flow as used by the Issuer should not be considered as an alternative to net income/loss after income taxes, revenues, cash flows from operating activities or any other measures derived in accordance with IFRS as measures of operating performance. Free cash flow has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of results as reported under IFRS.

- <sup>1)</sup> Adjusted EBITDA means earnings before financial result, taxes, depreciation and amortization, after factoring out special items (adjusted). The special items that are factored out include restructuring, impairment losses / reversals of impairment losses, income and expenses in connection with the purchase / disposal of investments in companies, and other income and expense items that, due to their nature or amount, do not reflect the typical operating business. EBITDA shows operating performance irrespective of the structure of assets and the investment profile. Evonik Group uses this in particular for internal and external comparisons of the cost structure and profitability of Evonik Group's business.
- <sup>2)</sup> Net financial debt is defined by Evonik as current and non-current financial liabilities excluding derivatives, excluding the refund liability for rebate and bonus agreements, and excluding liabilities from exchange-type transactions with competitors less cash and cash equivalents, current securities and other financial investments. Evonik discloses these figures because it regards net financial debt as a helpful measure for evaluating Evonik Group's indebtedness.
- <sup>3)</sup> Cash flow from investing activities, continuing operations includes inflows (2019: proceeds of EUR 2,206 million; 2020: proceeds of EUR 18 million) and outflows (first half year 2021: purchase price adjustments of EUR -78 million) related to the sale of the methacrylates business, which was divested in 2019 as a discontinued operation.
- <sup>4)</sup> Evonik uses free cash flow as an operational performance indicator. Free cash flow is defined as cash flow from operating activities, continuing operations, less cash outflows for capital expenditures on intangible assets, property, plant and equipment. The free cash flow is calculated before any cash flow items linked to financing activities. It therefore shows Evonik Group's internal financing capacity.

As of 31 December 2019, free cash flow is calculated after tax payments of EUR 245 million relating to the carve-out of the methacrylates business, which is included in the cash flow from operations, continuing operations. Accordingly, the free cash flow before tax payments relating to the carve-out of the methacrylates business is EUR 717 million as of 31 December 2019.

## Historical Financial Information

As detailed in this Prospectus under "*Documents incorporated by reference*", the audited consolidated financial statements of Evonik as of and for the fiscal years ending on 31 December 2019 and 31 December 2020 and the respective independent auditors' report thereon are incorporated by reference into this Prospectus.

As detailed in this Prospectus under "*Documents incorporated by reference*", the unaudited but reviewed consolidated financial statements of Evonik as of 30 June 2021 and the review report thereon are incorporated by reference into this Prospectus.

Evonik's consolidated financial statements are prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**").

## History and Development

Evonik evolved from RAG Aktiengesellschaft group ("**RAG Group**"), an industrial conglomerate that had originally been involved in the German coal mining industry, but that had acquired several other businesses over the course of its history. When Evonik was separated from RAG Group at the end of 2007, it was made up of three business areas: chemicals, energy and real estate.

Following a change of Evonik's strategy adopted in 2009, Evonik began to restructure its operations with a focus on its specialty chemicals business. This restructuring involved the sale of a 51 per cent. stake in the energy company Steag GmbH ("**Steag**") to a consortium of municipal energy companies in 2010. In September 2014, the remaining stake of 49 per cent. was divested to the afore-mentioned purchaser.

In July 2013, Evonik divested the majority of its shares in Vivawest GmbH (formerly "*Evonik Immobilien GmbH*") in which the real estate operations were bundled. At the end of June 2015, Evonik divested its remaining stake of 10.3 per cent. in Vivawest GmbH to RAG Aktiengesellschaft.

At the end of 2018, Evonik signed an agreement with One Equity Partners to acquire from them the US company PeroxyChem. PeroxyChem is a manufacturer of hydrogen peroxide and peracetic acid and has an operational

focus on high-margin specialty applications. The acquisition of PeroxyChem was planned for summer 2019 but was delayed by a lawsuit filed by the Federal Trade Commission (FTC) in the United States of America. The case was dismissed in January 2020 and the USD 640 million acquisition was closed on 3 February 2020.

As part of the consistent implementation of the Evonik Group's corporate strategy, on 31 July 2019, Evonik divested its methacrylates business to Advent International Corporation, Boston (Massachusetts, USA). The methacrylates business comprised large-volume monomers such as methylmethacrylate (MMA), various specialty monomers, the PLEXIGLAS® brand of PMMA molding compounds and semi-finished products as well as the CYPLUS® sodium cyanide activities.

To strengthen the catalysts business in the Smart Materials division, in November 2020 Evonik acquired the Porocel Group, Wilmington (Delaware, USA) for USD 210 million. Porocel offers a technology for highly efficient rejuvenation of desulfurization catalysts, which are in increasing demand in the growing market for low-sulfur fuel.

As a reaction to the coronavirus pandemic beginning in 2020, Evonik took the necessary precautions to protect its employees at an early stage in order to prevent the virus from spreading within the company while continuing to operate as best possible. Evonik is continuing to analyze the present situation on a daily basis so that timely action can be taken.

### **Corporate Purpose**

According to Section 2(1) of the articles of association, Evonik's corporate purpose is to conduct activities in the Chemical field in Germany and abroad, as well as in associated areas, including the provision of services associated with this.

Evonik is entitled to carry out all businesses and measures which are connected to the purpose of Evonik and which are directly or indirectly suitable in serving this purpose. It may found, acquire or take interests in other companies or combine companies under its unified control, or restrict itself to the management of its holdings or transfer the investment or administration of the investment to a third party for the expense of Evonik, dispose of its holdings as well as conclude company agreements (*Unternehmensverträge*) and establish branches. Evonik may also transfer its business in full or partially to direct and indirect subsidiaries and restrict itself to the management of a company group which is active in the areas named in the previous paragraph.

### **Evonik Group Structure**

Evonik is the strategic management holding company of Evonik Group. Its material consolidated subsidiaries as of 31 December 2020 are listed in Evonik's financial report 2020, as incorporated by reference into this Prospectus (see "*Documents incorporated by reference*").

The operating business is run by Evonik Operations GmbH and its subsidiaries in Germany and abroad. There are domination and profit-and-loss transfer agreements between Evonik as dominating company and its direct subsidiary Evonik Operations GmbH as dominated company as well as domination and profit-and-loss transfer agreements between Evonik Operations GmbH as dominating company and some of its German subsidiaries as dominated companies.

### **Statutory Auditor**

PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft, Friedrich-Ebert-Anlage 35-37, 60327 Frankfurt am Main, Germany ("**PwC**"), was appointed as the statutory auditor of Evonik Industries AG for the fiscal years ended 31 December 2020 and 31 December 2019, respectively. PwC audited the consolidated financial statements of Evonik for the fiscal years ended 31 December 2020 and 31 December 2019, which were prepared in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union, and issued in each case an unqualified auditor's report (*uneingeschränkter Bestätigungsvermerk des unabhängigen Abschlussprüfers*). PwC is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Rauchstraße 26, 10787 Berlin, Germany.

KPMG AG Wirtschaftsprüfungsgesellschaft, Tersteegenstraße 19-23, 40474 Düsseldorf, Germany ("**KPMG**") was appointed as the statutory auditor of Evonik Industries AG starting from 2021. KPMG reviewed the consolidated financial statements of Evonik for the period ended 30 June 2021, which were prepared in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union. KPMG is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer*), Rauchstraße 26, 10787 Berlin, Germany.

## **Current Share Capital; Shares**

As at the date of this Prospectus, Evonik's share capital amounts to € 466,000,000.00. It is divided into 466,000,000 ordinary registered shares with no par value, each such share with a notional value of € 1.00. The share capital has been fully paid up. The shares were created pursuant to German law.

The share capital of Evonik has not changed since 1 January 2008. On 13 December 2011, Evonik's extraordinary shareholders' meeting resolved to convert the bearer shares into registered shares and the conversion was registered in the commercial register on 16 December 2011.

## **Borrowing and Funding Structure**

There are no material changes in Evonik's borrowing and funding structure since the end of fiscal year 2020.

## **Description of the expected financing of Evonik's activities**

Financing requirements arising from the ordinary course of business will generally be covered by cash inflows from operating activities and available liquidity. Any upcoming maturities of capital market debt may either be repaid from existing liquidity or refinanced by the issuance of new capital market instruments. In addition, short-term financings to bridge temporary liquidity needs as well as the use of local financing instruments depending on local requirements may be conducted. Evonik Group may from time to time reassess its financing activities depending on specific developments.

## **Description of the Governing Bodies of Evonik**

### ***Overview***

Evonik's governing bodies are the Executive Board (*Vorstand*), the Supervisory Board (*Aufsichtsrat*) and the general shareholders' meeting (*Hauptversammlung*). The power of each of these governing bodies, respectively, is determined by the German Stock Corporation Act (*Aktiengesetz*), Evonik's articles of association and the internal rules of procedure of both the Supervisory Board and Executive Board.

The Executive Board is responsible for managing Evonik in accordance with applicable law, Evonik's articles of association and its internal rules of procedure, including the schedule of responsibilities. The Executive Board represents Evonik in dealings with third parties.

The principal function of the Supervisory Board is to appoint and supervise the Executive Board. The Supervisory Board may not make management decisions, but Evonik's articles of association or the Supervisory Board itself may require the prior consent of the Supervisory Board for certain types of transactions.

Conflicts of interest could arise as a result of the fact that members of the Supervisory Board of Evonik simultaneously exercise executive functions at Evonik's shareholder RAG-Stiftung. Namely, Bernd Tönjes is the Chairman of the Supervisory Board of Evonik and simultaneously the Chairman of the Executive Board of RAG-Stiftung, which is the direct major shareholder with a share of approximately 57 per cent. in Evonik's share capital.

The members of the Executive Board, however, do not have potential conflicts of interest between any duties to Evonik and their private interests or other duties because no member exercises simultaneously functions at Evonik's shareholder RAG-Stiftung.

### ***Executive Board***

#### ***Current Composition of the Executive Board***

Under Evonik's articles of association, the Executive Board must consist of at least two persons. The Supervisory Board appoints Executive Board members for a maximum period of five years. The Supervisory Board may appoint an Executive Board member as chairman of the Executive Board. Currently, Evonik's Executive Board consists of four members.

Evonik is represented by two Executive Board members or an Executive Board member jointly with an authorised signatory.

The table below lists the current members of Evonik's Executive Board and indicates the principal activities of the current members of Evonik's Executive Board (such as acting as a member of the administrative, management or supervisory bodies of and/or a partner in companies and partnerships) outside Evonik Group to the extent those activities are significant with respect to Evonik Group:

**Christian Kullmann, Hamminkeln**

Chairman of the Executive Board

President of the German chemical industry association (*Verband der Chemischen Industrie*)

- a) Borussia Dortmund GmbH & Co. KGaA

**Dr. Harald Schwager, Speyer**

Deputy Chairman of the Executive Board

- a) Evonik Operations GmbH (Chair)
- b) DEKRA e.V.  
KSB Management SE

**Thomas Wessel, Recklinghausen**

Chief Human Resources Officer and Industrial Relations Director

- a) Evonik Operations GmbH  
Pensionskasse Degussa VVaG  
Vivawest GmbH  
Vivawest Wohnen GmbH
- b) Gesellschaft zur Sicherung von Bergmannswohnungen mbH

**Ute Wolf, Düsseldorf**

Chief Financial Officer

- a) DWS Group GmbH & Co. KGaA  
Klöckner & Co. SE  
Pensionskasse Degussa VVaG
  - b) Borussia Dortmund Geschäftsführungs-GmbH
- 
- a) Membership of other statutory supervisory boards.
  - b) Membership of comparable German and foreign supervisory bodies of business enterprises pursuant to section 125 paragraph 1 Sentence 5 of the German Stock Corporation Act (*Aktiengesetz*).

The members of the Executive Board may be reached at Evonik's business address at Rellinghauser Straße 1-11, 45128 Essen, Germany, (Tel. +49 (0) 201-177-01).

## **Supervisory Board**

In accordance with Evonik's articles of association and Sections 95 and 96 of the German Stock Corporation Act (*Aktiengesetz*), the Supervisory Board consists of 20 members (ten shareholder representatives and ten employee representatives). Given the number of employees employed by Evonik Group, Evonik is subject to statutory co-determination law. Therefore, the employee representatives are elected in accordance with the German Company Co-Determination Act (*Mitbestimmungsgesetz*). The shareholder representatives are elected by the shareholders at the general shareholders' meeting.

### *Members of Evonik's Supervisory Board*

The table below lists the current members of Evonik's Supervisory Board:

#### **Bernd Tönjes, Marl**

Chairman of the Supervisory Board

Chairman of the Executive Board of RAG-Stiftung

- a) RAG Aktiengesellschaft (Chair)  
RSBG SE (Chair)
- b) DEKRA e.V.

#### **Karin Erhard, Hanover**

Deputy Chairwoman of the Supervisory Board

Member of the Central Board of Executive Directors of the German Mining, Chemical and Energy Industrial Union (IG BCE)

- a) 50Hertz Transmission GmbH

#### **Martin Albers, Dorsten**

Chairman of the Group Works Council of Evonik Industries AG

Chairman of the Works Council of the jointly operated Essen campus

- b) RAG-Stiftung

#### **Prof. Dr. Barbara Albert, Darmstadt**

Professor of Solid State Chemistry at the Eduard-Zintl Institute of Inorganic and Physical Chemistry of the Technical University of Darmstadt

- a) Schunk GmbH

#### **Jens Barnhusen, Bottrop**

Deputy Chairman of the Works Council for Evonik's Goldschmidtstraße facilities

- a) Pensionskasse Degussa VVaG

**Prof. Dr. Aldo Belloni, Eurasburg**

Former Chairman of the Executive Board of Linde Aktiengesellschaft

- b) TÜV Süd e.V. (Chair)

**Birgit Biermann, Bochum**

District Manager Dortmund-Hagen of the German Mining, Chemical and Energy Industrial Union (IG BCE)

- b) DMT-Gesellschaft für Lehre und Bildung mbH

**Werner Fuhrmann, Gronau**

Former Member of the Executive Committee of Akzo Nobel N.V.

- b) Kemira Oyi, Helsinki, Finland  
Ten Brinke B.V., Varsseveld, The Netherlands

**Prof. Dr. Barbara Grunewald, Bonn**

Emeritus professor for Civil Law and Commercial Law at the University of Cologne

**Martin Kubessa, Velbert**

Member of the Works Council for Evonik's Marl facilities

**Frank Löllgen, Cologne**

Regional Director North Rhine of the German Mining, Chemical and Energy Industrial Union (IG BCE)

- a) Bayer AG

**Hussin El Moussaoui, Brachtal Schlierbach**

Deputy Chairman of the Group Works Council of Evonik Industries AG

Deputy Chairman of the Works Council of the jointly operated Hanau site

**Cedrik Neike, Berlin**

Member of the Managing Board of Siemens Aktiengesellschaft and CEO of the business unit Digital Industries

- b) ATOS SE, Bezons, France  
Siemens France Holding S.A., Saint-Denis, France  
Siemens Aktiengesellschaft Österreich, Vienna, Austria



**Martina Reisch, Rheinfelden**

Chairwoman of the Works Council of the jointly operated Rheinfelden site

**Gerhard Ribbeheger, Marl**

Chairman of the Works Council for Evonik's Marl facilities

- b) PEAG Holding GmbH

**Michael Rüdiger, Utting am Ammersee**

Former Chairman of the Executive Board of DekaBank Deutsche Girozentrale

- a) BlackRock Asset Management Deutschland AG (Chair)  
Deutsche Börse AG

**Dr. Thomas Sauer, Bad Homburg**

Chairman of the Executive Staff Council of the Evonik Group

**Angela Titzrath, Hamburg**

Chairwoman of the Executive Board of Hamburger Hafen und Logistik Aktiengesellschaft

- a) Deutsche Lufthansa AG  
Talanx AG

**Dr. Volker Trautz, Munich**

Former Chairman of the Executive Board of LyondellBasell Industries

- a) Citigroup Global Markets Deutschland AG
- b) CERONA Companhia de Energia Renovável  
São Paulo (Brazil)

**Ulrich Weber, Krefeld**

Former member of the Executive Board, Human Resources & Law of Deutsche Bahn AG

- a) HDI Global SE  
ias Aktiengesellschaft
  - b) ias Stiftung
- 
- a) Membership of other statutory supervisory boards.
  - b) Membership of comparable German and foreign supervisory bodies of business enterprises pursuant to section 125 paragraph 1 Sentence 5 of the German Stock Corporation Act (*Aktiengesetz*).

The members of the Supervisory Board may be reached at Evonik's business address at Rellinghauser Straße 1-11, 45128 Essen, Germany, (Tel. +49 (0) 201-177-01).

## Supervisory Board Committees

The Supervisory Board has established the following committees: the "Mediation Committee", the "Executive Committee", the "Finance and Investment Committee", the "Audit Committee", the "Innovation and Research Committee" and the "Nomination Committee". Other committees may be formed.

## Employees

As of 30 June 2021, Evonik Group had 32,661 employees, being 445 less than at 31 December 2020.

## Rating

The following table shows the credit ratings of Evonik as of the date of the Prospectus:

Rating Agency	Rating	Outlook	Explanation of the credit ratings
Moody's Deutschland GmbH, Frankfurt am Main, Germany ("Moody's")	Baa2	Stable	Pursuant to Moody's rating definitions, the assigned credit rating of Evonik means that the "obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics". The modifier "2" indicates a mid-range ranking and "outlook stable" indicates the likely direction of the rating over the medium term.
S&P Global Ratings Europe Ltd. (Niederlassung Deutschland) ("S&P" or "Standard & Poor's")	BBB+	Stable	Pursuant to Standard & Poor's rating definitions, the assigned credit rating of Evonik means that Evonik as the obligor "has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments". Whereas, the "+" indicates the highest relative standing in that rating category and "stable outlook" indicates that it is likely for the credit rating to remain unchanged in the coming 6 to 24 months.

Each of these rating agencies has a registered seat in the European Union and has been declared to be registered in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on rating agencies by the ESMA (source: ESMA, Press release of 31 October 2011, ESMA, List of registered and Certified Credit Rating Agencies, <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>). The Issuer did not appoint a rating agency which has no more than 10 per cent. of the total market share in the European Union.

Moody's appends long-term obligation ratings at the following levels: Aaa, Aa, A, Baa, Ba, B, Caa, Ca and C. To each generic rating category from Aa to Caa Moody's assigns the numerical modifiers "1", "2" and "3". The modifier "1" indicates that the rated company is in the higher end of its letter-rating category, the modifier "2" indicates a mid-range ranking and the modifier "3" indicates that the rated company is in the lower end of its letter-rating category. Moody's short-term ratings are opinions of the ability of the Issuer to honour short-term financial obligations and range from P-1, P-2, P-3 down to NP.

Standard & Poor's assigns long-term credit ratings on a scale from AAA to D. The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. Standard & Poor's may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (neutral). Standard & Poor's assigns short-term credit ratings for specific issues on a scale from A-1, A-2, A-3, B, C down to D. Within the A-1 category the rating can be designated with a "+".

## ESG Ratings

The Issuer's exposure to ESG risks and the related management arrangements established to mitigate those risks has been assessed by several agencies. The following table provides an overview of such ESG ratings as well as its latest publication:

<u>ESG rating provider</u>	<u>ESG rating</u>
CDP	A- (climate change)
EcoVadis	Platinum-Rating
ISS ESG	B- Prime
MSCI ESG Research LLC	A

The Issuer's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued.

Although providers of ESG ratings obtain information from sources they consider reliable, none of the providers warrants or guarantees the originality, accuracy and/or completeness, of any information herein and expressly disclaims all express or implied warranties. None of the abovementioned providers of the ESG ratings shall have any liability for any errors or omissions in connection with such ESG ratings or any data or information herein, or any liability for any direct, indirect, special punitive, consequential or any other damages (including lost profits) even if notified of the possibilities of such damages.

Prospective investors must determine for themselves the relevance of any of the above ESG ratings. Furthermore, ESG ratings shall not be deemed to be a recommendation by the Issuer, the Joint Bookrunners, the Structuring Agents to the Issuer and Global Coordinators (as set on the cover page of this Prospectus) or any other person to buy, sell or hold the Notes. For more information regarding the assessment methodologies used to determine ESG ratings, reference is made to the relevant ESG rating provider's website (which website does not form a part of, nor is incorporated by reference in, this Prospectus).

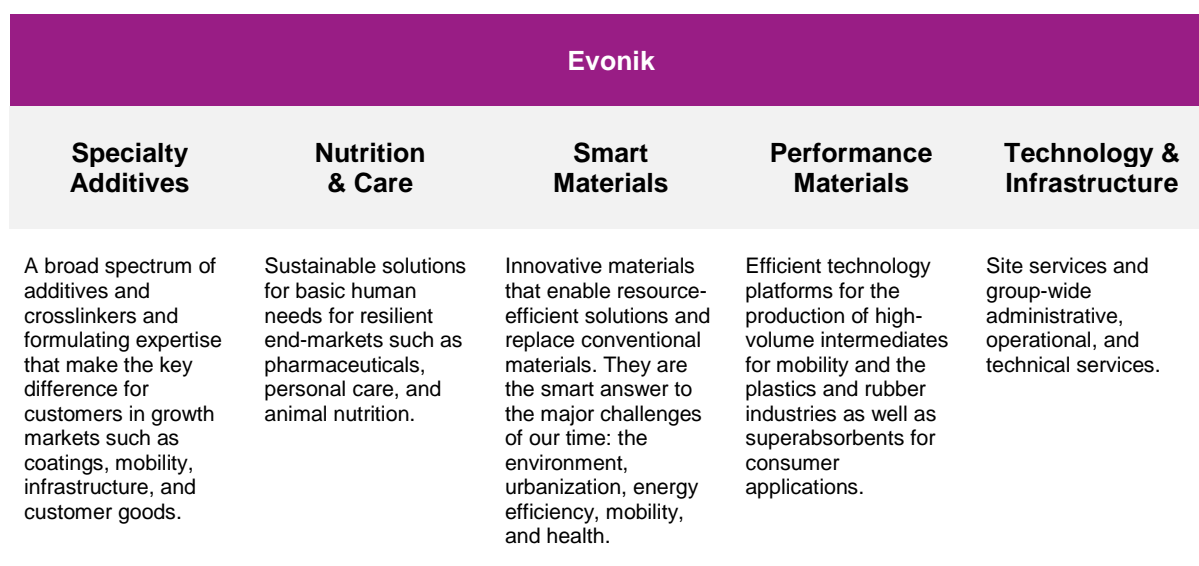
## BUSINESS OVERVIEW – PRINCIPAL ACTIVITIES AND PRINCIPAL MARKETS

### Overview

Evonik Group is a globally leading specialty chemicals company. Its strengths include the balanced spectrum of Evonik Group's business activities, end-markets, and regions. Around 80 per cent. of sales come from market-leading positions, which Evonik is systematically expanding. Evonik defines market-leading positions as ranking first, second or third in the relevant markets based on internal analyses based on 2019. Evonik Group's strong competitive position is based on close collaboration with customers, high innovative capability, and integrated technology platforms. Evonik Group has a presence in more than 100 countries, and 83 per cent. of sales are generated outside Germany.

The specialty chemicals operations of Evonik are divided into four chemical manufacturing divisions, which operate close to their markets and customers. The new chemicals divisions — (i) Specialty Additives, (ii) Nutrition & Care, (iii) Smart Materials, and (iv) Performance Materials — are more balanced in terms of size and profitability. Moreover, clearer alignment to the technology platforms allows more selective management. They are supported by services operations.

The following diagram provides a simplified overview of the structure of Evonik Group as of the date of this Prospectus:



The Specialty Additives, Nutrition & Care, and Smart Materials divisions operate principally in attractive markets with above-average growth rates. These three divisions offer customers customized, innovation-driven solutions and the aim is for them to achieve above-average, profitable growth through innovations, investments, and acquisitions.

The Performance Materials division is characterized by processes that make intensive use of energy and raw materials. It therefore concentrates on integrated, cost-optimized technology platforms, efficient workflows, and economies of scale. Evonik's strategic goal for this division is to contribute its earnings to finance the growth of the Evonik Group. Investments and, where appropriate, alliances concentrate on securing Evonik's market positions.

## Strategy and Business Model

Evonik's aim is to be a leading specialty chemicals company. This global aspiration is closely linked to Evonik's goal of profitable growth. To increase the value of Evonik, its strategy has three focal areas:

- A more balanced and more specialty portfolio
- Leading in innovation
- An open and performance-oriented culture

Evonik's goal is to step up its focus on businesses with clear specialty chemicals characteristics. To ensure an even better balance within its portfolio and to grow where Evonik is strong but there are especially promising prospects, Evonik's strategy concentrates on its three growth divisions: Specialty Additives, Nutrition & Care, and Smart Materials. The focus is on high-quality products and solutions, many of which also offer specific sustainability benefits. An important contribution to manage and drive forward Evonik's business comes from the sustainability analysis of its business, which integrates measurable sustainability impacts into the strategic management process.

Evonik allocates its resources carefully to drive forward the development of new and already existing products and solutions and for investments and acquisitions, predominantly in its growth divisions. The divisions focus on different markets, but they are aligned consistently to deliver innovative solutions to the industry and end-customers in the future.

Evonik is constantly reviewing investment and acquisition opportunities that especially support its specialty chemicals business within its growth divisions Specialty Additives, Nutrition & Care and Smart Materials. Evonik is considering bolt-on acquisitions as well as technology add-ons, although transformational acquisitions are not ruled out. Potential investments and acquisitions should meet different criteria to serve Evonik's capital allocation priorities, *inter alia*, contribution to Evonik's financial targets and/or offering strategic benefits to the portfolio. The financing of internal and external growth is expected to be generated from, *inter alia*, future cash flows, current liquidity, issuance of notes, existing or future lines of credit or comparable types of financing. In addition, equity financings or other financing measures with an equity element might be considered depending on the size of potential M&A transactions.

Evonik's innovation strength is important to generate profitable growth as it leverages the development of new products and applications. Evonik's focus is to work with customers and partners along the whole value chain. Evonik has defined six innovation growth fields that target highly attractive new markets where Evonik can effectively deploy its core competencies.

The third element is a performance-oriented culture based on Evonik's corporate values: performance, trust, openness and speed.

Evonik's strategic agenda is complemented by six financial targets:

- volume growth in the growth divisions over the cycle above 3 per cent. per year;
- the adjusted EBITDA margin between 18 – 20 per cent. at Evonik Group level;
- a return on capital (ROCE) of at least 11 per cent.;
- a free cash flow: cash conversion rate<sup>2</sup> above 40 per cent.;
- a solid investment grade rating; and
- an attractive and reliable dividend.

The achievement of these financial targets shall be additionally supported by an efficient capex allocation, which includes, *inter alia*, strict capital allocation criteria.

Evonik Group has production facilities in 27 countries on six continents. The largest production sites, for example, Marl, Wesseling and Rheinfelden (Germany), Antwerp (Belgium), Mobile (Alabama, USA), Shanghai (China), and Singapore, have integrated technology platforms used by various units.

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<sup>2</sup> Ratio of free cash flow to adjusted EBITDA

Evonik Group's products are manufactured using highly developed technologies that it is constantly refining. Evonik Group has many integrated production complexes where key precursors are produced in neighboring production facilities. Accordingly, Evonik Group can offer to its customers maximum reliability of supply. Integrated world-scale production facilities combined with technologically demanding production processes act as high entry barriers.

Evonik's specialty chemicals products make a material contribution to the benefits of its customers' products. Close cooperation with customers enables Evonik to build a thorough understanding of their business, so that Evonik can offer products tailored to their specifications and extensive technical service. Evonik Group's technology centers and customer competence centers are important in this process around the world.

Most of Evonik Group's customers are industrial companies that use Evonik's products for further processing. The range of markets in which they operate is diverse and balanced. None of these end-markets accounts for more than 20 per cent. of Evonik's sales.

Market-oriented research, development and sustainability are key drivers of profitable growth for Evonik. This is based on Evonik Group's strong innovation culture, which is rooted in its innovation management and management development. Evonik aims to recognise new developments rapidly, drives them forward, and implements them with Evonik Group's customers.

Evonik Group's specialty chemicals business is organised into four chemical manufacturing divisions, each of which consists of several business lines and supported by service activities.

**The Specialty Additives division** comprises the business with high-performance additives, based on a broad range of organically modified silicones and versatile crosslinkers. An important part of this business comprises ingredients, specialty additives, and system solutions for high-quality consumer goods and specialized industrial applications. Among other things, these products help make coatings tougher and more sustainable and improve automotive and industrial lubricants. Specialty additives has a broad knowledge of interfacial chemistry for industrial applications and, above all, formulation expertise for customer-specific applications that improve the performance of products for the coatings, mobility, infrastructure, and consumer goods markets. This division's products therefore make sure that end-products are better quality, more durable, and use less energy.

**The Nutrition & Care division** produces specialty chemicals, principally for use in consumer goods for daily needs, and in animal nutrition and healthcare products. Nutrition & Care has good knowledge of interfacial chemistry for consumer goods. Its products are based on an extensive range of oleochemical derivatives and active ingredients produced by biotechnology. The Nutrition & Care division also produces and markets essential amino acids and probiotics for animal nutrition. Alongside high technological competence and integrated technology platforms. Competence in sustainable solutions for animal nutrition, a global distribution network, and a broad range of differentiated products and services drive the growth of this segment. Nutrition & Care is a strategic partner for the healthcare industry, focusing on the synthesis of active ingredients and controlled release of active ingredients for modern drugs.

**The Smart Materials division** includes businesses with innovative materials that enable resource-saving solutions and replace conventional materials. Its products are continuously developed and adapted to the needs of its customers. This division's strong technology platforms pave the way for greater resource efficiency and sustainability: inorganic materials with superior properties such as silica, silanes, peroxides, specialty catalysts, high-tech polymers such as polyamide 12, polyimide, specialty polybutadienes and polyester, and the compounds, composites and membranes based on them. The Smart Materials division plays a part in helping people lead a good and sustainable life. With its unique combination of innovative capability, responsibility and proximity to customers, this division empowers its customers and partners to choose sustainable and smart new routes.

**The Performance Materials division** produces polymer materials and intermediates, mainly for the automotive, rubber, and plastics industries. Performance Materials aspires to be a leading supplier. Its strengths are its product properties, integrated structures, experience, and expertise. This applies to its integrated C4 production facilities, superabsorbents, and alkoxides, which are used, among other things, in the production of biodiesel.

**Technology & Infrastructure** provides site management, utilities, waste management, technical, process technology, engineering, and logistics services for the chemicals divisions and external customers at Evonik's

sites. This division also supports the chemicals divisions and the corporate center by providing standardized group-wide business services, for example, in the areas of IT, human resources, accounting, and legal services.

## Sustainability

As preconditions for Evonik Group's future viability, sustainable business activities and responsible conduct are cornerstones of its business model. Evonik Group drives forward its sustainability activities along the value chain in intensive dialogue with its stakeholders. Next to its own production processes and the products marketed, Evonik Group considers the supply chain and the product benefits for its customers and their customers. Evonik Group has observed rising demand for products that demonstrate a good balance of economic, ecological, and social factors. That opens up a broad spectrum of future-oriented business opportunities for Evonik Group in attractive markets.

Evonik adopted a new "Sustainability Strategy 2020+". Key elements are integrating sustainability into strategic management processes, targets for the reduction of CO2 emissions and the introduction of global water management.

Evonik Group aims at a 50 per cent. reduction in absolute scope 1 and 2<sup>3</sup> emissions by 2025, compared with the level in 2008 – the first full year after the establishment of Evonik (achieved year-end 2020: -44 per cent.). This affirms Evonik's commitment to the Paris Agreement on Climate Change (*Pariser Klimaschutzabkommen*).

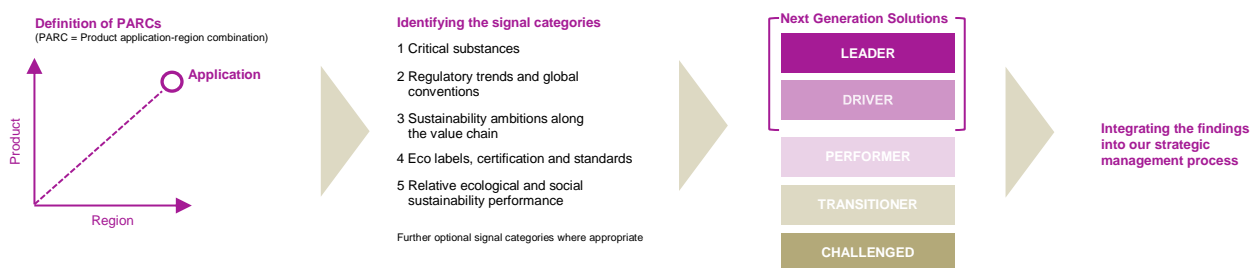
The Issuer uses internal carbon pricing for major investments as a basis for management of its CO2 reduction target. Including carbon pricing in investment calculations is based on the assumption that the present market prices, where available, are inadequate price indicators for the mid to long term.

In addition, Evonik intends to reduce its absolute as well as its specific energy consumption each by 5 per cent. by 2025 (reference base year: 2020).

Sustainable water management is an important topic for Evonik. Since the availability of water is heavily dependent on local and regional conditions, Evonik has developed a site-specific approach. Evonik has identified the sites which will be most affected by water stress in the next years. At these sites, Evonik intends to take specific precautions by drawing up site specific action plans.

The basis for integrating sustainability into Evonik's corporate strategy is the sustainability analysis of the entire portfolio of chemical products. In this way, Evonik can integrate measurable sustainability effects into the strategic management process.

### Sustainability analysis and portfolio management



The market signals identified as being significant for Evonik form the relevant part of the sustainability analysis. These include, for example, anticipated regulatory trends, environmental and social performance compared to alternative solutions, and sustainability ambitions in markets served. All market signals are based on the World Business Council for Sustainable Development's framework for portfolio sustainability assessments, which Evonik was involved in developing from the outset. One feature of this approach is the differentiated assessment of the relevant products in specific product-application-region combinations ("**PARCs**"). For each PARC, Evonik identifies the benefits of using the product and will gradually be quantifying these in greater detail. The

<sup>3</sup> Scope 1 and Scope 2 greenhouse gas emissions (GHG) as defined by the Greenhouse Gas Protocol, a multi-stakeholder partnership that establishes comprehensive global standardized frameworks to measure and manage GHG emissions from private and public sector operations, value chains and mitigation actions. These definitions are widely used by companies across sectors and geographies to account for and report on their GHG emissions. Scope 1 emissions are defined as direct emissions from company-owned and controlled resources, whereas Scope 2 emissions are indirect emissions from the consumption of purchased electricity, steam, heat and cooling.

assessment of all the PARCs analyzed is used in a structured overall evaluation of the sustainability performance of the Issuer's portfolio, resulting in allocation to the performance categories Leader (A++), Driver (A+), Performer (B), Transitioner (C-), or Challenged (C--).

Based on internal evaluations, a sustainability analysis of the business conducted in 2020 based on fiscal year 2019 data revealed that Evonik generates about 90 per cent. of sales with products and solutions whose sustainability performance is at least in line with the market reference (leader, driver, or performer category). Based on this internal analysis, about 35 per cent. of sales are generated with products and solutions, amongst others, from the areas biosurfactants, sustainable food packaging, improving lithium-ion-batteries and superinsulation, with a clearly positive sustainability profile that is above or even well above the market reference level (leader and driver categories). Evonik refers to them as Next Generation Solutions. The Issuer's goal for the coming years is to increase the share of sales with Next Generation Solutions.

## Research and Development

Evonik's research and development activities have been reorganized so that its innovations make a strong contribution to the profitable growth of the Evonik Group. Evonik's new, group-wide research, development, and innovation unit brings together all cross-business competencies and technologies. This enables Evonik to share knowledge more easily, leverage synergies, and at the same time target attractive, new markets that are close to its customers.

Evonik's four manufacturing chemical divisions account for 85 per cent. of its R&D expenses. Their activities include, first and foremost, research geared specifically to their core technologies and markets and the development of new business. An above-average proportion of R&D funding is allocated to its growth divisions, Specialty Additives, Nutrition & Care, and Smart Materials. The Performance Materials division focuses on optimizing products and processes.

Evonik Group has spent more than € 400 million on research and development in each of the past few years, spread over hundreds of individual projects. Its R&D activities are aligned to six innovation growth fields:

- Sustainable Nutrition: Establishing additional products and services for sustainable nutrition of livestock and people;
- Healthcare Solutions: Developing new materials for implants, as components of cell culture media, and for custom-tailored, innovative drug formulations;
- Advanced Food Ingredients: Creating a portfolio of health-enhancing substances and nutritional supplements as a contribution to healthy nutrition;
- Membranes: Extending SEPURAN® technology for efficient gas separation to further applications;
- Cosmetic Solutions: Developing further products based on natural sources for cosmetics and sensorially optimized formulations for skin care products; and
- Additive Manufacturing: Developing products and technologies for additive manufacturing

Evonik aims to generate additional sales of over €1 billion with these innovation growth fields by 2025 with products introduced in or after 2015.

Creavis concentrates on mid- and long-term projects that support Evonik's growth and sustainability strategy and provide access to new business options. In addition, it identifies future-oriented topics and acts as an internal incubator. Evonik also obtains access to innovative technologies and new business options through its corporate venture capital fund in total volume up to €250 million. Evonik Group invests specifically in specialised technology funds and start-ups of strategic relevance to Evonik. This is within Evonik's strategic approach to gain insights into innovative developments at a very early stage.

## Material Agreements

Evonik did not enter into any contracts outside the ordinary course of business that are material to its ability to meet its obligations to the Noteholders in respect of the Notes.

## Major Shareholders

Shares in Evonik Industries AG are admitted to trading on the regulated market of the stock exchange in Frankfurt am Main since 24 April 2013. Trading started on the following day.



Evonik's current direct major shareholder is RAG-Stiftung, Essen, Germany (approximately 57 per cent.).

RAG-Stiftung has expressed its intention to reduce further its stake in Evonik but to maintain, over the long term, a stake of at least 25.1 per cent. in Evonik. According to its statutes, RAG-Stiftung is required to pursue certain objectives related to the public interest, in particular the funding of the long-term liabilities arising from the winding-down of coal-mining activities (*Ewigkeitslasten*) in Germany. Future disposals of shares in Evonik by RAG-Stiftung will be evaluated by RAG-Stiftung with a view to the fulfilment of RAG-Stiftung's purpose (*Stiftungszweck*) and its liquidity situation. Therefore, RAG-Stiftung may stay invested in Evonik with a stake higher than 25.1 per cent. for a considerable period of time. In any event, RAG-Stiftung's future stake in Evonik would allow RAG-Stiftung's to retain the ability to block certain measures that require a majority of more than 75 per cent. of Evonik's share capital or votes at the general shareholders' meeting.

A control agreement between RAG-Stiftung and Evonik does not exist. Even through the fact that the Chairman of Evonik's Supervisory Board is simultaneously the Chairman of the Executive Board of RAG-Stiftung an abuse of this control is scarcely possible. According to the internal rules of procedure (*Geschäftsordnung*) of Evonik's Supervisory Board, the board is exclusively obliged to act in accordance with statutory provisions, Evonik's articles of association and complementary resolutions of the board, and, therefore, for the benefit and in the interest of Evonik.

Except RAG-Stiftung there are no other persons that have major holdings within the meaning of Article 8 or Article 9 of the Luxembourg law of 11 January 2008 on transparency requirements for issuer of securities, as amended.

### **Governmental, Legal and Arbitration Proceedings**

Evonik has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Evonik is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of Evonik or companies of Evonik Group.

However, Evonik or companies of Evonik Group are, from time to time, party to, or may be threatened with, litigation, claims or assessments arising in the ordinary course of its or their business. Evonik Group regularly analyses current information, including defences and insurance coverage, and recognises provisions for probable liabilities in connection with the eventual resolution of these matters as it deems necessary. The outcome of litigation and other legal disputes is difficult to accurately predict, and outcomes that are not consistent with Evonik Group's assessment of the merits can occur. Often, these proceedings are subject to foreign law and brought before foreign courts. Evonik believes that it has valid defences with respect to the legal matters pending against it and/or companies of Evonik Group, as applicable. They are defending their positions in these matters as appropriate. Nevertheless, it is possible that the outcome of one or more of the legal matters currently pending or threatened could have a material adverse effect on Evonik's and/or Evonik Group's business, net assets, financial condition and results of operations.

### **Trend Information and Significant Changes**

There has been no material adverse change in the prospects of the Issuer since 31 December 2020.

There has been no significant change in the financial performance of Evonik Group since 30 June 2021 to the date of this Prospectus.

There have been no significant changes in the financial position of Evonik Group since 30 June 2021.

## TAXATION

The following is a general discussion of German tax consequences of the acquisition and ownership of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws currently in force and as applied on the date of this Prospectus in Germany which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN GERMANY AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

### Germany

#### Withholding Tax

Ongoing payments, such as interest payments, received by an individual holder of the Notes will be subject to German withholding tax (*Kapitalertragsteuer*) if the Notes are kept or administered in a custodial account with (a) a German branch of a German or non-German credit or financial services institution, (b) or with a German securities trading business or a German securities trading bank or (c) —if no German credit or financial services institution is the Disbursing Agent—the Issuer (each, a "**Disbursing Agent**", *auszahlende Stelle*). The withholding tax rate is 25% (plus solidarity surcharge at a rate of 5.5% thereon, the total withholding being 26.375%; with respect to the solidarity surcharge see "*Abolishment of Solidarity Surcharge*"). If the individual holder is subject to church tax, a church tax surcharge will also be withheld. The church tax surcharge is automatically withheld by the Disbursing Agent, unless the holder notifies the Federal Central Tax Office (*Bundeszentralamt für Steuern*) it objects to automatic withholding. In this case, the holder will be assessed to church tax (if applicable).

The same treatment applies to capital gains (i.e., the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) including interest accrued on the Notes ("**Accrued Interest**", *Stückzinsen*) derived by an individual holder irrespective of any holding period provided the Notes have been held in a custodial account with the same Disbursing Agent since the time of their acquisition. If Notes held or managed in the same custodial account were acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining any capital gains. Where the Notes are acquired or sold in a currency other than Euro, the sales/redemption price or the acquisition costs have to be converted into Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date, respectively. If interest claims are disposed of separately (i.e., without the Notes), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the redemption or collection of interest claims if the Notes have been disposed of separately.

To the extent that the Notes have not been kept in a custodial account with the same Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 25% (plus solidarity surcharge at a rate of 5.5% thereon, the total withholding being 26.375%, plus church tax, if applicable) on 30% of the disposal proceeds (including Accrued Interest, if any), unless the current Disbursing Agent has been provided with evidence of the actual acquisition costs of the Notes by the previous Disbursing Agent or by a statement of a bank or financial services institution within the European Union, the European Economic Area or certain other countries, e.g., Switzerland, the Principality of Liechtenstein, the Republic of San Marino, the Principality of Monaco and the Principality of Andorra.

In computing any German withholding tax, the Disbursing Agent may generally deduct from the basis of the withholding tax negative investment income realized by the individual holder of the Notes via the Disbursing Agent (e.g., losses from the sale of other securities with the exception of shares). The Disbursing Agent may also deduct Accrued Interest on the Notes or other securities paid separately upon the acquisition of the respective security via the Disbursing Agent. In addition, subject to certain requirements and restrictions, the Disbursing Agent may credit foreign withholding taxes levied on investment income in a given year regarding securities held by the individual holder in the custodial account with the Disbursing Agent.

Upon the individual holder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take a maximum annual allowance (*Sparer-Pauschbetrag*) of €801 (€1,602 for married couples and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly) into account when computing the amount of tax to be withheld from the gross payment to be made by the Disbursing Agent. No withholding tax will be deducted if the holder of the Notes has

submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent tax office.

German withholding tax will generally not apply to gains from the disposal, redemption, repayment or assignment of Notes held by a corporate holder who is a German tax resident (including via a commercial partnership, as the case may be, and provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by a certificate of the competent tax office) while ongoing payments, such as interest payments, are generally subject to withholding tax (irrespective of any deductions of foreign tax and losses incurred). The same applies where the Notes form part of a trade or business (of an individual or a commercial partnership) subject to further requirements being met.

Interest and capital gains received by non-residents of Germany are, in general, not subject to German withholding tax or the solidarity surcharge thereon. However, where the interest or capital gain is subject to German taxation (as set forth under "*Taxation of Current Income and Capital Gains—Non Tax Residents*") and the Notes are held in a custodial account with a Disbursing Agent, withholding tax will be levied under certain circumstances. The withholding tax may be refunded based on an assessment to tax or under an applicable double taxation treaty (*Doppelbesteuerungsabkommen*).

## **Taxation of Current Income and Capital Gains**

### **Tax Residents**

This subsection "*Tax Residents*" refers to persons who are tax residents of Germany (i.e., persons whose residence, habitual abode, statutory seat, or place of effective management is located in Germany).

Income (i.e. interest and capital gains) derived under the Notes held by an individual holder who is tax resident in Germany, irrespective of any holding period, is in general subject to German income tax at a flat tax rate of 25% (plus solidarity surcharge and church tax, if applicable, thereon) (*Abgeltungsteuer*) if the Notes are held as private investment (*Privatvermögen*). Individual holders who are tax resident in Germany are entitled to a maximum annual allowance (*Sparer-Pauschbetrag*) of €801 (€1,602 for married couples and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly), whereby actually incurred higher expenses directly attributable to a capital investment are not deductible.

The personal income tax liability of an individual holder who is a tax resident in Germany will, in principle, be satisfied by the tax withheld. To the extent withholding tax has not been levied, such as in the case no Disbursing Agent being involved in the payment process, the individual holder must include his or her income and capital gains derived from the Notes in his or her tax return and will then also be taxed at a rate of 25% (plus solidarity surcharge and, where applicable, church tax thereon). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30% of the disposal proceeds (rather than from the actual gain), an individual holder may, and in case the actual gain is higher than 30% of the disposal proceeds, must apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual holder may apply for a tax assessment on the basis of general rules applicable to him or her if the resulting individual income tax burden is lower than 25% with any amounts of German tax over withheld being refunded. The deduction of expenses (other than transaction costs) on an itemized basis is not permitted.

Capital losses from the disposal, redemption, repayment or assignment of the Notes held as private assets should generally be tax-recognized irrespective of the holding period of the Notes. The losses may, however, not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Losses not utilized in one year may be carried forward into subsequent years but may not be carried back into preceding years. However, if the losses result from the full or partial non-recoverability of the repayment claim under the Notes including a default of the Issuer or a (voluntary) waiver, such losses together with other losses of such kind of the same year and loss-carry forwards of previous years can only be offset up to an amount of €20,000 (the "**Limitation on Loss Deduction**"). Any exceeding loss amount can be carried forward and offset against future investment income, but again subject to the €20,000 limitation. Pursuant to the legislative reasoning, a non-recoverability shall also be assumed if, based on the overall assessment of the facts and circumstances, it becomes apparent that the Issuer will not redeem the Notes in full, e.g., because the solvency risk has already materialized. Given that the Limitation on Loss Deduction will not be applied by the German Disbursing Agent (as defined above) holding the Notes in custody, holders suffering losses which are subject to the Limitation on Loss Deduction are required to declare such losses in their income tax return.

Where Notes form part of a trade or business of an individual or corporate holder or where the income from the Notes qualifies as income from the letting and leasing of property, the withholding tax, if any, will not satisfy the personal or corporate income tax liability. Rather, the income is subject to individual or corporate income tax (plus solidarity surcharge and, where applicable, church tax thereon). Where Notes form part of a trade or

business, interest (including Accrued Interest) and capital gains must be taken into account as income. The respective holder will have to include income and related (business) expenses in the tax return and the balance will be taxed at the holder's applicable tax rate. Withholding tax levied, if any, will be credited as an advance payment against the personal or corporate income tax liability of the holder or, to the extent exceeding this personal or corporate income tax liability, will be refunded. Where Notes form part of a German trade or business the current income and capital gains from the disposal, redemption, repayment or assignment of the Notes may also be subject to German trade tax. The trade tax liability depends on the municipal trade tax factor (*Gewerbesteuerhebesatz*). If the holder is an individual or an individual partner of a partnership, the trade tax may be completely or partly credited against the personal income tax pursuant to a lump sum tax credit method.

### **Non Tax-Residents**

This subsection "*Non Tax-Residents*" refers to persons who are not tax residents of Germany (i.e., persons whose residence, habitual abode, statutory seat, and place of effective management is not located in Germany).

Interest, including accrued interest, and capital gains (which include currency gains and losses, if any) from the disposal, redemption, repayment or assignment of the Notes received by holders who are not tax resident in Germany are generally not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the holder or (ii) the income otherwise constitutes German source income (such as income from the letting and leasing of certain German situs real estate or income from capital investments directly or indirectly secured by German situs real estate, unless the Notes qualify as global notes (*Sammelurkunde*) within the meaning of Section 9a of the German Custody Act (*Depotgesetz*) or as fungible notes representing the same issue (*Teilschuldverschreibung*). In cases (i) and (ii) a tax regime similar to that explained above under "—Tax Residents" applies. Furthermore, the holders who are not tax resident in Germany may become subject to German withholding tax in case they receive the proceeds by way of an over the counter payment by a German Disbursing Agent and the Notes are not held in custody with the same German Disbursing Agent. Subject to certain requirements, a holder who is not tax resident in Germany may benefit from tax reductions or tax exemptions provided by an applicable double taxation treaty (*Doppelbesteuerungsabkommen*).

It should be noted that according to the recently introduced Defence against Tax Havens Act (*Steuerloshafen-Abwehrgesetz*) the German limited tax liability of persons resident in certain tax havens listed in the EU-list of non-cooperative jurisdictions (as amended from time to time) and that satisfy further conditions under German law ("non-cooperative jurisdictions") has been expanded to include certain types of income from financing relationships (e.g. loan relationships and finance leases). This income may be subject to German withholding tax as set out in section 50a of the German Income Tax Act (*Einkommensteuergesetz*) at a rate of 15% (plus 5.5% solidarity surcharge thereon, the total withholding being 15.825%). According to the bill, the law is to be applied in principle as of 1 January 2022.

### **Inheritance and Gift Tax**

A gratuitous transfer of Notes by reason of death or as a gift will be subject to German inheritance or gift tax if the decedent or donor or the heir, donee or other beneficiary is at the time of the transfer a resident or deemed to be a resident of Germany or in certain cases for German citizens who previously maintained a residence in Germany. If neither the holder nor the recipient is a resident or deemed to be a resident of Germany at the time of the transfer, no German inheritance or gift taxes will be levied if the Notes qualify as fungible notes representing the same issue (*Teilschuldverschreibung*) unless the Notes are attributable to a German trade or business for which a permanent establishment or fixed base is maintained or a permanent representative has been appointed in Germany.

### **Other Taxes**

No stamp, issue or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes (for the avoidance of doubt, except for any notarial fees). Currently, net assets tax is not levied in Germany.

### **Abolishment of Solidarity Surcharge**

According to a bill enacted in December 2019, the solidarity surcharge has been partially abolished as of the assessment period 2021 for certain individuals. The solidarity surcharge shall, however, continue to apply for capital investment and, thus, on withholding taxes levied. In case the individual income tax burden for an individual holder is lower than 25% the holder can apply for his/her capital investment income being assessed at his/her individual tariff-based income tax rate in which case solidarity surcharge would be refunded.

### **Proposed Abolishment of German Flat Tax on Interest Income**

There is an ongoing discussion in Germany whether the reduced flat tax rate should be increased or abolished so that investment income would be taxed at the individual taxpayer's income tax higher rates. It is still unclear

whether, how and when the current discussion may result in any legislative changes. A repeal of the "flat tax regime" for interest income would, most likely, result in the taxation of interest income (derived from private investments) at the regular progressive tax rates of up to 45% (plus a 5.5% solidarity surcharge (*Solidaritatszuschlag*) and church tax, if any, thereon) on the part of German tax resident individuals.

***The Proposed Financial Transaction Tax (FTT)***

On 14 February 2013, the European Commission has published a proposal for a Directive for a common financial transactions tax ("**FTT**") in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain. However, Estonia has since stated that it will not participate.

However, the proposed FTT remains subject to negotiations between the participating member states and it is still unclear if and when the FTT will be implemented and what the exact scope will be. Subject to the final scope of any FTT, holders of the Notes could be exposed to higher transaction fees and prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

## **SUBSCRIPTION AND SALE OF THE NOTES**

### **General**

The Issuer will agree in a subscription agreement to be signed on or about the date of this Prospectus (the "**Subscription Agreement**") to sell to BNP Paribas, BofA Securities Europe SA, Citigroup Global Markets Europe AG, HSBC Continental Europe and UniCredit Bank AG (together, the "**Joint Bookrunners**"), and the Joint Bookrunners will agree, subject to certain customary closing conditions, to purchase the Notes on the Issue Date at a price of 99.375% of their aggregate principal amount (the "**Issue Price of the Notes**"). The Issuer has furthermore agreed to pay certain fees to the Joint Bookrunners and to reimburse the Joint Bookrunners for certain expenses incurred in connection with the issue of the Notes.

The Subscription Agreement provides that the Joint Bookrunners under certain circumstances will be entitled to terminate the Subscription Agreement. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities in connection with the offer and sale of the Notes.

### **Interests of Natural and Legal Persons involved in the Issue**

Certain of the Joint Bookrunners and their affiliates may be customers of, borrowers from or creditors of Evonik and its affiliates. In addition, certain Joint Bookrunners and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for Evonik and its affiliates in the ordinary course of business. Furthermore, in the ordinary course of their business activities, the Joint Bookrunners and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates, including the Notes. The Joint Bookrunners and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. Certain of the Joint Bookrunners or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Bookrunners and their affiliates would hedge such exposure by entering into transactions, which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Joint Bookrunners and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph, the term "affiliates" also includes parent companies.

The Joint Bookrunners or their affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Joint Bookrunners or their affiliates have received or will receive customary fees and commissions.

Citigroup Global Markets Europe AG, BNP Paribas and BofA Securities Europe SA or their respective affiliates are acting as dealer managers in a concurrent liability management exercise.

There are no interests of natural and legal persons involved in the issue, including conflicting ones, which are material to the issue.

### **Offer of the Notes**

There will be no public offer of the Notes. The Notes will be delivered on the Issue Date via book-entry through the Clearing System and their account holding banks against payment of the Issue Price of the Notes.

The Issuer will not charge any costs, expenses or taxes directly to any investor. Investors must inform themselves about any costs, expenses or taxes in connection with the purchase of Notes which are generally applicable in their respective country of residence, including any charges of their own depository banks in connection with the purchase or holding of securities.

## SELLING RESTRICTIONS

### General

Each Joint Bookrunner has represented and agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in or from which it purchases, offers, sells or delivers the Notes or possesses or distributes the Prospectus and that it will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Joint Bookrunners shall have any responsibility therefor.

### ***Prohibition of sales to EEA retail investors***

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision, the expression retail investor means a person who is one (or more) of the following:

- (1) a retail client as defined in point (11) of Article 4(1) of MiFID II (as amended); or
- (2) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

### ***United Kingdom***

#### *Prohibition of sales to UK retail investors*

Each of the Joint Bookrunners has represented, warranted and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision

the expression retail investor means a person who is one (or more) of the following:

- (1) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
- (2) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

#### *Other regulatory restrictions*

Each Joint Bookrunner has represented and agreed that:

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

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

### ***United States of America and its Territories***

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Each Joint Bookrunner has agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

## **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Law**") and each Joint Bookrunner has represented and agreed that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan. For purposes of this paragraph, "**resident of Japan**" shall have the meaning as defined under the Financial Instruments and Exchange Law.

## **Singapore**

Each Joint Bookrunner has acknowledged, that this Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Bookrunner has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:
  - (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
  - (ii) where no consideration is or will be given for the transfer;
  - (iii) where the transfer is by operation of law;
  - (iv) as specified in Section 276(7) of the SFA; or
  - (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

## **Switzerland**

The offering of the Notes in Switzerland is exempt from requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("**FinSA**"). This Prospectus does not constitute a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the offering of the Notes.



## GENERAL INFORMATION

### **Authorisation.**

The creation and issue of the Notes has been authorised by resolution of the Executive Board of the Issuer dated 29 April 2021 and by resolution of the Supervisory Board of the Issuer as of 11 December 2019.

### **Legal Entity Identifier.**

The Legal Entity Identifier of Evonik is: 41GUOJQTALQHLLF39XJ34.

### **Expenses related to admission of trading.**

The total expenses relating to admission of trading are expected to amount to approximately EUR 10,800.

### **Clearance and settlement.**

The Notes have been accepted for clearance through Clearstream Banking AG, Frankfurt am Main (the "**Clearing System**"). The Notes have been assigned the following securities codes:

ISIN: DE000A3E5WW4

Common Code: 238295092

WKN: A3E5WW

### **Listing and Admission to Trading.**

Application has been made for the Notes to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange (which is a regulated market for the purposes of MiFID II) and to be listed on the Official List of the Luxembourg Stock Exchange on or around the Issue Date.

### **Notices to the Noteholders.**

For so long as the Notes are listed on the Luxembourg Stock Exchange, all notices to the Noteholders regarding the Notes shall be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). The Issuer will be entitled to deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Noteholders to the extent that the rules of the stock exchange on which the Notes are listed so permit.

### **Documents on display.**

Copies of the following documents specified below will be available for inspection at the specified office of the Issuer, during normal business hours, for the term of this Prospectus. For so long as any Note is outstanding and for a period of at least ten years commencing with the publication of this Prospectus, the documents set out under (i) to (iii) below will be available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and the website of the Issuer ([www.evonik.com](http://www.evonik.com)):

- (i) the articles of association of the Issuer (accessed via the following website: <https://corporate.evonik.com/en/investor-relations/corporate-governance/articles-of-association>);
- (ii) a copy of this Prospectus (accessed via the following website: <https://corporate.evonik.com/en/investor-relations/bonds-rating>);
- (iii) Evonik's Green Finance Framework (accessed via the following website: <https://corporate.evonik.com/en/investor-relations/bonds-rating>);
- (iv) the Second Party Opinion (accessed via the following website: <https://corporate.evonik.com/en/investor-relations/bonds-rating>);
- (v) the documents incorporated by reference into this Prospectus (accessed by using the hyperlinks set out in the section "*Documents Incorporated by Reference*" below).

### **Yield to First Reset Date.**

The yield of the Notes until the First Reset Date is 1.500% *per annum*, calculated on the basis of the Issue Price of the Notes.

Such yield is calculated in accordance with the ICMA (International Capital Market Association) Method. The ICMA method determines the effective interest rate on notes by taking into account accrued interest on a daily basis.

**Rating of the Notes.**

The expected rating of the Notes is "Ba1" from Moody's and "BBB-" from S&P.

The ratings have the following meanings:

*Moody's: Pursuant to Moody's rating definitions, the expected credit rating of the Notes means that "obligations rated Ba are judged to be speculative and are subject to substantial credit risk". The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category.*

*S&P: Pursuant to Standard & Poor's rating definitions, the expected credit rating of the Notes means that "an obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation". The modifier minus (-) shows the relative standing within the major rating category BBB.*

Rating outlooks indicate the direction a rating is likely to move over a one- to two-year period. They reflect financial or other trends that have not yet reached the level that would trigger a rating action, but which may do so if such trends continue.

Ratings may not adequately reflect all risks of the investment in Notes. Equally, ratings may be suspended, downgraded or withdrawn.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

**Third Party Information.**

With respect to any information included herein and specified to be sourced from third party sources (i) the Issuer confirms that any such information has been accurately reproduced herein and, as far as the Issuer is aware and is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading and (ii) neither the Issuer nor any Joint Bookrunner has independently verified any such information and neither the Issuer nor any Joint Bookrunner accepts any responsibility for the accuracy thereof.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have been published or which are published simultaneously with this Prospectus and filed with the CSSF shall be incorporated in, and form part of, this Prospectus:

The unaudited (reviewed) consolidated interim financial statements of Evonik (English language version) as of 30 June 2021.

The audited consolidated financial statements of Evonik (English language version) as of and for the fiscal years ended 31 December 2020 and 31 December 2019, in each case including the independent auditor's report thereon.

### Cross-reference list of Documents incorporated by Reference

Page section of Prospectus	Document incorporated by reference	Pages	
70	Evonik Group, Financial Information	<b>Half Year Financial Report 2021</b>	
		Income statement	17
		Statement of comprehensive income	18
		Balance sheet	19
		Statement of changes in equity	20
		Cash flow statement	21
		Notes	22 – 37
		Review report	39
	<i>Evonik Group's Half Year Financial Report 2021 can be found on the following website:</i> <a href="http://www.evonik.com/Half_Year_Financial_Report_2021">www.evonik.com/Half_Year_Financial_Report_2021</a>		
70	Evonik Group, Financial Information	<b>Financial Report 2020 of Evonik</b>	
		Income statement	106
		Statement of comprehensive income	106
		Balance sheet	107
		Statement of changes in equity	108
		Cash flow statement	109
		Notes to the consolidated financial statements	110 – 188
		Independent auditors' report	190 – 195
73	Evonik Group, Evonik Group Structure	Scope of consolidation	113 – 114
		<i>Evonik Group's Financial Report 2020 can be found on the following website:</i> <a href="http://www.evonik.com/Financial_Report_2020">www.evonik.com/Financial_Report_2020</a>	
		<b>Financial Report 2019 of Evonik</b>	
		Income statement	98
		Statement of comprehensive income	98

Balance sheet	99
Statement of changes in equity	100
Cash flow statement	101
Notes to the consolidated financial statements	102 – 171
Independent auditors' report	173 – 178
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*Evonik Group's Financial Report 2019 can be found on the following website:*

[www.evonik.com/Financial\\_Report\\_2019](http://www.evonik.com/Financial_Report_2019)

For the avoidance of doubt, such parts of the documents relating to the Issuer for the years 2019 and 2020, respectively, which are not explicitly listed in the above cross-reference list, are not incorporated by reference into this Prospectus. Information contained in such parts is either of no relevance for an investor or covered in other parts of this Prospectus.

For the avoidance of doubt, such parts of the documents from which information has been incorporated by reference in the Prospectus which are not explicitly listed in the cross-reference list above (including any documents incorporated by reference in such document), are not incorporated by reference into the Prospectus. The information contained in the source documents that is not included in the cross-reference list above, are either not relevant for investors or covered elsewhere in the Prospectus.

**THE INFORMATION ON ANY WEBSITE INCLUDED IN THE PROSPECTUS DOES NOT FORM PART OF THE PROSPECTUS, EXCEPT FOR THE INFORMATION INCORPORATED BY REFERENCE INTO THE PROSPECTUS, AND HAS NOT BEEN SCRUTINIZED OR APPROVED BY THE CSSF.**

## ISSUER

**Evonik Industries AG**  
Rellinghauser Str. 1-11  
45128 Essen  
Federal Republic of Germany

## PRINCIPAL PAYING AGENT AND CALCULATION AGENT

**Deutsche Bank Aktiengesellschaft**  
Taunusanlage 12  
60325 Frankfurt am Main  
Federal Republic of Germany

## STRUCTURING AGENTS TO THE ISSUER AND GLOBAL COORDINATORS

**BofA Securities Europe SA**  
51 rue la Boétie  
75008 Paris  
France

**Citigroup Global Markets Europe AG**  
Reuterweg 16  
60323 Frankfurt am Main  
Federal Republic of Germany

## JOINT BOOKRUNNERS

**BNP Paribas**  
16, boulevard des Italiens  
75009 Paris  
France

**BofA Securities Europe SA**  
51 rue la Boétie  
75008 Paris  
France

**Citigroup Global Markets Europe AG**  
Reuterweg 16  
60323 Frankfurt am Main  
Federal Republic of Germany

**HSBC Continental Europe**  
38, avenue Kléber  
75116 Paris  
France

**UniCredit Bank AG**  
Arabellastrasse 12  
81925 Munich  
Federal Republic of Germany

## LEGAL ADVISERS

*To the Issuer*

**White & Case LLP**  
Bockenheimer Landstraße 20  
60323 Frankfurt am Main  
Federal Republic of Germany

*To the Joint Bookrunners*

**Linklaters LLP**  
Taunusanlage 8  
60329 Frankfurt am Main  
Federal Republic of Germany

## AUDITORS

*Statutory auditor of Evonik Industries AG for the fiscal years ended  
31 December 2020 and 31 December 2019*

**PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft**  
Friedrich-Ebert-Anlage 35-37  
60327 Frankfurt am Main  
Federal Republic of Germany

*Statutory auditor of Evonik Industries AG for the periods starting from 1 January 2021*

**KPMG AG Wirtschaftsprüfungsgesellschaft**

Tersteegenstraße 19-23  
40474 Düsseldorf  
Federal Republic of Germany

**LISTING AGENT**

**Deutsche Bank Luxembourg S.A.**

2 Boulevard Konrad Adenauer  
1115 Luxembourg  
Grand Duchy of Luxembourg